

Scabro Innovations BV General terms and conditions

Article 1: Applicability

1.1 These terms and conditions apply to all offers made by Scabro Innovations BV, to all agreements it concludes and to all agreements that may result from this.
1.2 Scabro Innovations BV is referred to as the contractor. The other party is referred to as the principal.
1.3 In the event of any conflict between the content of the agreement concluded between the client and the contractor and these terms and conditions, the provisions of the agreement shall prevail.

Article 2: All Offers

2.1 All offers are without obligation.
2.2 If the client provides the contractor with data, drawings etc., the contractor may assume that they are correct and complete and will base his offer on this.
2.3 The prices stated in the offer are based on delivery ex works, contractor's place of business, in accordance with Incoterms 2020. The prices are exclusive of sales tax and packaging.
2.4 If the client does not accept the contractor's offer, the contractor has the right to charge the client for all costs that he has incurred in making his offer.

Article 3: Intellectual property rights

3.1 Unless otherwise agreed in writing, the contractor retains the copyright and all rights of industrial property on the offers, designs, images, drawings, (test) models, software and the like provided by him.
3.2 The rights to the data referred to in paragraph 1 of this article remain the property of the contractor, regardless of whether the client has been charged for the production thereof. This data may not be copied, used or shown to third parties without the prior express written consent of the contractor. The client owes the contractor an immediately payable fine of € 25,000 for each violation of this provision. This fine may be claimed in addition to damages under the law.
3.3 The client must return the data provided to him as referred to in paragraph 1 of this article upon first request within a period set by the contractor. In the event of a breach of this provision, the client shall owe the contractor an immediately claimable fine of €1,000 per day. This fine may be claimed in addition to damages under the law.

Article 4: Advice and information provided

4.1 The client cannot derive any rights from advice and information that he receives from the contractor if these do not relate to the assignment.
4.2 If the client provides the contractor with data, drawings and the like, the contractor may assume that these are correct and complete when performing the agreement.
4.3 The client indemnifies the contractor against any claim by third parties with regard to the use of advice, drawings, calculations, designs, materials, samples, models and the like provided by or on behalf of the client.

Article 5: Delivery time / Implementation period

5.1 The delivery time and/or execution period are determined approximately by the contractor.
5.2 When determining the delivery time and/or execution period, the contractor assumes that he can execute the order under the circumstances known to him at that time.
5.3 The delivery time and/or execution period will only commence when all commercial and technical details have been agreed upon, all necessary data, final and approved drawings and the like are in the possession of the contractor, the agreed (term) payment has been received and the necessary conditions for the execution of the order have been met.
5.4 a. If there are circumstances other than those known to the contractor when he determined the delivery time and/or execution period, he can extend the delivery time and/or execution period by the time the needs to execute the order under these circumstances. If the work cannot be fitted into the contractor's planning, it will be carried out as soon as his planning permits.
b. If there is additional work, the delivery time and/or execution period will be extended by the time the contractor needs to supply the materials and components for this and to carry out the additional work. If the additional work cannot be incorporated into the contractor's schedule, the work will be carried out as soon as his schedule permits.

c. If the contractor suspends obligations, the delivery time and/or execution period will be extended by the duration of the suspension. If continuation of the work cannot be incorporated into the contractor's schedule, the work will be carried out as soon as his schedule permits.
d. If there is inclement weather, the delivery time and/or execution period will be extended by the resulting delay.
5.5 The Client is obliged to pay all costs incurred by the Contractor as a result of a delay in the delivery time and/or execution period as stated in paragraph 4 of this article.
5.6. Exceeding the delivery time and/or execution period does not under any circumstances entitle the Contractor to compensation or termination.

Article 6: Transfer of risk

6.1. Delivery takes place ex works, place of establishment of the contractor, in accordance with Incoterms 2020. The risk of the item is transferred at the moment that the contractor makes it available to the client. Also in the event that the contractor installs or assembles the item to be delivered, the risk of the item is transferred at the moment that the client makes it available to the client.
6.2. Notwithstanding the provisions of paragraph 1 of this article, the client and the contractor may agree that the contractor will arrange for the transport. In that case, the risk of storage, loading, transport and unloading shall lie with the client. The client may insure itself against these risk.
6.3 If there is a trade-in and the client is awaiting delivery of the new item retains the item to be traded in, the risk of the item to be traded in remains with the client until the moment that he has placed it in the possession of the contractor. If the client cannot deliver the item to be traded in in the condition it was in when the agreement was concluded, the contractor may terminate the agreement.
6.4. If the goods are transported at the expense and risk of the client, the contractor shall not be liable for any damage or defects that may be discovered upon arrival and that are not noted on the return consignment note.

Article 7: Price change

7.1. If the execution of the agreement has not yet been fully completed, the contractor may pass on to the client an increase in cost-determining factors that has occurred after four months after the conclusion of the agreement.
7.2. The client is obliged to pay the price increase as referred to in paragraph 1 of this article at the contractor's discretion at one of the following times:
a. when the price increase occurs;
b. at the same time as payment of the principal sum;
c. at the next agreed payment term.

Article 8: Force Majeure

8.1. The Contractor has the right to suspend the fulfillment of its obligations if it is temporarily prevented from fulfilling its contractual obligations to the Client due to force majeure.
8.2. Force majeure includes, among other things, the circumstance that suppliers, subcontractors of the Contractor or transporters engaged by the Contractor do not or do not timely fulfill their obligations, the weather, earthquakes, fire, power failure, loss, theft or loss of tools or materials, roadblocks, strikes or work stoppages and import or trade restrictions.
8.3. The Contractor is no longer authorized to suspend if the temporary impossibility of fulfillment has lasted more than six months. The Client and Contractor may terminate the agreement after this period with immediate effect, but only for that part of the obligations that have not yet been fulfilled.
8.4. In the event of force majeure and compliance is or becomes permanently impossible, both parties are entitled to terminate the agreement with immediate effect for that part of the obligations that have not yet been fulfilled.
8.5. Parties are not entitled to compensation for damage suffered or to be suffered as a result of the suspension or termination within the meaning of this article.

Article 9: Scope of the work

9.1. The client must ensure that all permits, exemptions and other decisions that are necessary to carry out the work are obtained in time. The client is obliged to send a

copy of the aforementioned documents to the contractor at the first request.

9.2. The price of the work does not include:
a. the costs of groundwork, pile driving, cutting, breaking, foundation work, masonry, carpentry, plastering, painting, wallpapering, repair work or other construction work;
b. the costs of connecting electricity or other infrastructural facilities;
c. the costs of preventing or limiting damage to items present on or near the work;
d. the costs of removing materials, building materials or waste;
e. travel and accommodation expenses
f. assistance in moving those parts that cannot be handled by the contractor himself and the costs of the resources required for this purpose.
g. additional costs that arise because work cannot be carried out within the contractor's usual working hours.
9.3 The removal of any materials that may be released during testing of the items to be delivered will be carried out by the client and will be at his expense.

Article 10: Changes to the work

10.1. Changes to the work will in any case result in additional or reduced work if:
a. there is a change in the design, specifications or the specifications;
b. the information provided by the client does not correspond to reality;
c. estimated quantities deviate by more than 10%.
10.2. Additional work will be calculated on the basis of the price-determining factors that apply at the time the additional work is performed. Reduced work will be settled on the basis of the price-determining factors that applied at the time the agreement was concluded.
10.3. The client is obliged to pay the price of the additional work as referred to in paragraph 1 of this article at the contractor's discretion at one of the following times:
a. when the additional work occurs;
b. at the same time as payment of the principal sum;
c. at the next agreed payment term.
10.4. If the sum of the reduced work exceeds that of the additional work, the contractor may charge the client 25% of the difference at the final settlement. This provision does not apply to reduced work that is the result of a request from the contractor.

Article 11: Execution of the work

11.1. The client shall ensure that the contractor can perform his work undisturbed and at the agreed time and that he is provided with the necessary facilities when performing his work, such as:
a. gas, water, compressed air and electricity;
b. heating;
c. lockable dry storage space;
d. facilities prescribed under the Working Conditions Act and regulations;
e. the personnel and materials to be made available by the client.
11.2. The client shall bear the risk and be liable for damage in connection with loss, theft, burning and damage to property of the contractor, client and third parties, such as tools, materials intended for the work or material used in the work, which are located at the place where the work is being performed or at another agreed location.
11.3. In the case of installation work, including test spraying or test stamping, and service or maintenance work, the contractor shall limit itself to the assembly of the material to be supplied by him.
11.4. If, in the case of installation, service or maintenance work, the contractor is unable to carry out this work regularly and without interruption due to circumstances not attributable to him, he shall be entitled to charge the resulting additional costs to the client.
11.5. The client is obliged to adequately insure itself against the risks mentioned in paragraph 2 of this article. In addition, the client must ensure that the work risk of the equipment to be used is insured. The client must send the contractor a copy of the relevant insurance policy(ies) and proof of payment of the premium upon first request. If damage occurs, the client is obliged to report this immediately to its insurer for further processing and settlement.

11.6. If the client fails to fulfil its obligations as described in the previous paragraphs of this article and this results in a delay in the execution of the work, the work will be carried out as soon as the client fulfils all its obligations and the contractor's planning permits this. The client is liable for all damage resulting from the delay for the contractor parts of the work.

Article 12: Completion of the work

12.1. The work is considered to have been completed in the following cases:

- a. if the client has approved the work;
 - b. if the work has been put into use by the client. If the client puts part of the work into use, that part is considered to have been completed;
 - c. if the contractor has notified the client in writing that the work has been completed and the client has not notified in writing within 14 days of the notification whether or not the work has been approved;
 - d. if the client does not approve the work on the grounds of minor defects or missing parts that can be repaired or subsequently delivered within 30 days and that do not prevent the work from being put into use.
- 12.2. If the client does not approve the work, he is obliged to notify the contractor of this in writing, stating the reasons. The client must give the contractor the opportunity to deliver the work.
- 12.3. The client indemnifies the contractor against claims by third parties for damage to undelivered parts of the work caused by the use of already delivered parts of the work.

Article 13: Liability

13.1. In the event of an attributable shortcoming, the contractor is obliged to fulfil its contractual obligations as yet.

13.2. The obligation of the contractor to pay damages on the basis of any legal basis whatsoever, is limited to the damage against which the contractor is insured under an insurance policy taken out by or on behalf of the contractor, but is never higher than the amount paid out by this insurance in the relevant case.

13.3. If the contractor for whatever reason is not entitled to invoke the limitation of paragraph 2 of this article, the obligation to pay damages is limited to a maximum of 15% of the total order amount (excluding VAT). If the agreement consists of parts or partial deliveries, the obligation to pay damages is limited to a maximum of 15% (excluding VAT) of the order amount of that part or partial delivery.

13.4. Not eligible for compensation:

- a. consequential damage. Consequential damage includes, among other things, stagnation damage, loss of production, loss of profit, transport costs and travel and accommodation costs. The client can, if possible, insure itself against this damage;
- b. supervisory damage. Supervisory damage includes, among other things, damage caused by or during the execution of the work to items being worked on or to items located in the vicinity of the place where the work is being done. The client can, if desired, insure itself against this damage;
- c. damage caused by intent or deliberate recklessness of assistants or non-managerial subordinates of the contractor.

13.5. The contractor is not liable for damage to material supplied by or on behalf of the client as a result of incorrect processing.

13.6. With regard to dimensions, shrinkage percentages, release and processing allowance, the tolerances specified by the client apply and, if these are not prescribed, the tolerances that are customary with the contractor. In both cases, the contractor accepts no liability in this regard.

13.7. T Client indemnifies contractor against all claims from third parties due to product liability as a result of a defect in a product that client has delivered to a third party and that (partly) consisted of products and/or materials delivered by contractor. Client is obliged to compensate contractor for all damage suffered in this regard, including the (full) costs of defense.

Article 14: Warranty and other claims

14.1. Unless otherwise agreed in writing, the contractor guarantees the proper execution of the agreed performance for a period of one month after delivery. If a different warranty period has been agreed, the other clauses of this article also apply.

14.2. If the agreed performance has not been proper, the contractor will choose whether to perform it properly or to credit the client for a proportionate part of the invoice. If the contractor chooses to perform the performance properly, he will determine the method and time of execution himself. If the agreed performance consisted (partly) of the processing of material supplied by the client, the client must supply new material at his own expense and risk.

14.3. Parts or materials that are repaired or replaced by the contractor must be sent to him by the client.

14.4. The client shall be responsible for:

- a. all transport or shipping costs;
- b. costs for disassembly and assembly;
- c. travel and accommodation expenses.

14.5. The client must in all cases offer the contractor the opportunity to repair any defect or to re-perform the processing.

14.6. The client can only invoke the guarantee after he has fulfilled all his obligations towards the contractor.

14.7.a. No guarantee is given if defects are the result of:

- normal wear and tear;
- improper use;
- no or incorrect maintenance;
- installation, assembly, modification or repair by the client or by third parties;
- defects in or unsuitability of items originating from, or prescribed by the client;
- defects in or unsuitability of materials or resources used by the client.

b. No guarantee is given on:

- delivered items that were not new at the time of delivery;
- the inspection and repair of items from the client;
- parts for which a factory guarantee has been granted.

14.8. The provisions of paragraphs 2 to 7 of this article shall apply mutatis mutandis to any claims by the client on the grounds of breach of contract, non-conformity or any other basis whatsoever.

14.9. After the expiry of the warranty period, the contractor can no longer be held liable by the client for any defect or shortcoming in its performance.

14.10. The client may not transfer rights under this article.

Article 15: Obligation to complain

15.1. The client must check the goods or work to be delivered for visible defects or shortcomings immediately upon delivery. If any visible defects or shortcomings are found, the client must report them immediately and to the contractor, failing which the client can no longer invoke these defects or shortcomings.

15.2. The client can no longer invoke defects or shortcomings that are not immediately visible upon delivery, if he has not complained to the contractor in writing within fourteen days after he discovered or reasonably should have discovered the defect.

15.3. The client must submit complaints about the amount of the invoice to the contractor in writing within the payment term, under penalty of forfeiture of all rights. If the payment term is longer than thirty days, the client must have complained in writing within thirty days after the invoice date.

Article 16: Items not collected

16.1. The client is obliged to collect the item or items that are the subject of the agreement at the agreed location after the delivery time and/or performance period has expired.

16.2. The client must provide all cooperation that can reasonably be expected of him in order to enable the contractor to deliver.

16.3. Items not collected will be stored at the expense and risk of the client.

16.4. In the event of a violation of the provisions of paragraphs 1 and/or 2 of this article, the client owes the contractor a fine of €250 per day with a maximum of €25,000. This fine can be claimed in addition to damages under the law.

Article 17: Payment

17.1. Payment is made at the place of establishment of contractor or to an account to be designated by the contractor.

17.2 Unless otherwise agreed, payment shall be made as follows:

- a. in case of counter sales +10% cash;
- b. in case of payment in installments:
 - 40% of the total price upon order;

- 50% of the total price after delivery of the material or, if delivery of material is not included in the order, after commencement of the work;

- 10% of the total price upon delivery;

c. in all other cases within thirty days after the invoice date.

17.3. If the client fails to meet his payment obligation, he is obliged to comply with a request from the contractor for payment in lieu of payment of the agreed amount of money.

17.4. The right of the client to offset his claims on the contractor or to suspend them is excluded, unless the contractor is declared bankrupt or the statutory debt restructuring scheme applies to the contractor.

17.5. Regardless of whether the contractor has fully performed the agreed performance, everything that the client owes or will owe him under the agreement is immediately due and payable if:

- a. a payment term has been exceeded;
- b. the bankruptcy or suspension of payments of the client is requested;
- c. attachment is made on the client's assets or claims;
- d. the client (company) is dissolved or liquidated;
- e. the client (natural person) requests to be admitted to statutory debt restructuring, is placed under guardianship or has died.

17.6. If payment has not been made within the agreed payment term, the client immediately owes the contractor interest. The interest amounts to 12% per year, but is equal to the statutory interest if this is higher. When calculating interest, a part of a month is considered a full month.

17.7. The contractor is authorized to offset its debts to the client against claims of companies affiliated with the contractor on the client. In addition, the contractor is authorized to offset its claims on the client against debts of companies affiliated with the contractor to the client.

Furthermore, the contractor is authorized to offset its debts to the client against claims on companies affiliated with the client. Affiliated companies are understood to mean the companies that belong to the same group, within the meaning of article 2:24b BW, and a participation within the meaning of article 2:24c BW.

17.8. If payment has not been made within the agreed payment term, the client owes the contractor all extrajudicial costs with a minimum of € 75. These costs are calculated on the basis of the following table (principal sum incl. interest):

on the first € 3,000,	-15%
on the excess up to € 6,000,	-10%
on the excess up to € 15,000,	-8%
on the excess up to € 60,000,	-5%
on the excess from € 60,000,	-3%

The actual extrajudicial costs incurred are due if they are higher than follows from the above calculation.

17.9. If the contractor is proven right in legal proceedings, all costs incurred in connection with these proceedings will be borne by the client.

Article 18: Securities

18.1. Regardless of the agreed payment conditions, the client is obliged to provide sufficient security for payment at the first request of the contractor. If the client does not comply with this within the set term, he will immediately be in default. In that case, the contractor has the right to terminate the agreement and recover his damages from the client.

18.2. The contractor remains the owner of delivered goods as long as the client:

- a. fails or will fail to fulfil his obligations under this or other agreements;
- b. has not paid claims arising from the failure to fulfil the above-mentioned agreements, such as damages, fines, interest and costs.

18.3. As long as the delivered goods are subject to a retention of title, the client may not encumber or alienate them outside of his normal business operations and he is obliged to mark the goods as the property of the contractor.

18.4. After the contractor has invoked his retention of title, he may retrieve the delivered goods.

The client will provide all cooperation to this end. 18.5. The contractor has a lien and a right of retention on all items that he has or will have in his possession for whatever reason and for all claims that he has or may have on the client with respect to anyone who requests delivery thereof.

18.6. The client is obliged to insure the items delivered under retention of title and to keep them insured against

damage or loss and to transfer all claims of the client on insurers with respect to these items to the contractor.

18.7. If the client, after the items have been delivered to him by the contractor in accordance with the agreement, has fulfilled his obligations, the retention of title with respect to these items will revive if the client fails to fulfil his obligations under a agreement concluded later.

Article 19: Termination of the agreement

If the client wishes to terminate the agreement without the contractor being in breach and the contractor agrees to this, the agreement will be terminated by mutual consent. In that case, the contractor is entitled to compensation for all financial loss such as losses suffered, lost profits and costs incurred.

Article 20: Applicable law and competent court

20.1. Dutch law applies.

20.2. The Vienna Sales Convention (C.I.S.G.) does not apply, nor does any other international regulation the exclusion of which is permitted.

20.3. Only the Dutch civil court that has jurisdiction in the place of establishment of the contractor shall take cognizance of disputes, unless this is contrary to mandatory law. The contractor may deviate from this jurisdiction rule and apply the statutory jurisdiction rules.