
GENERAL TERMS AND CONDITIONS

General terms and conditions of Hydroflex Hydraulics B.V., established in Oud-Beijerland, Hydroflex Hydraulics Rotterdam B.V. in Rotterdam and Hydroflex Hydraulics Belgium N.V. in Belgium. These general terms and conditions were filed with the Chamber of Commerce in Rotterdam on 15 February 2021.

1. Applicability

- 1.1 These general terms and conditions apply to each offer (also understood to mean quotes, etc.), agreement and delivery (including electronic delivery) of Hydroflex Hydraulics (hereafter: "Hydroflex") as a seller or supplier and the other contractual party (hereafter: "Customer"), in relation to items and services (collectively referred to below as: "Products").
- 1.2 Any conditions or terms that differ from these general terms and conditions shall apply only if and to the extent that Hydroflex expressly agreed them with the Customer in a written agreement and then only to that agreement in which these terms and conditions are included; otherwise, these general terms and conditions shall remain in full force and effect.
- 1.3 In so far as required in the light of the provisions of the preceding paragraph, Hydroflex expressly rejects the applicability of any general terms and conditions that may be used by the Customer.

2. Offers and formation

- 2.1 All offers of Hydroflex are without obligation, even if they contain a time limit for acceptance.
- 2.2 If Customer provides information to Hydroflex, Hydroflex may assume the accuracy and completeness of this information and shall base its offer on it.
- 2.3 Hydroflex cannot be held to an offer if it contains a manifest error or clerical mistake.
- 2.4 Designs, images, drawings, calculations, statements of sizes, capacities, weights, efficiencies, models and other data provided by Hydroflex, whether or not included in its catalogues, brochures, advertisements, websites and the like, are as accurate as possible, but Customer may not rely on their accuracy and completeness, unless expressly agreed otherwise in writing.

3. Prices

- 3.1 All prices of Hydroflex mentioned above are exclusive of VAT and other government-imposed taxes, packaging, installation costs and any additional costs to be incurred under the agreement, including travel and accommodation, shipping and handling charges, unless otherwise specified.
- 3.2 Hydroflex's prices and any surcharges are based on the exchange rates in force at the time of an offer, the material prices in force, transport costs and labour costs. If, after the offer or after conclusion of the agreement, Hydroflex is faced with additional costs due to an increase in material prices, transport costs, labour costs, import and/or export duties and/or taxes of any kind, or costs caused by exchange rate fluctuations, it is entitled to pass on these additional costs to the Customer.

4. Delivery time / execution period

- 4.1 A stated delivery time or execution period is indicative. The day on which the products were shipped by Hydroflex is the day of delivery.
- 4.2 If Hydroflex requires information from the Customer for the execution of the agreement, the period of execution shall not begin until the Customer has made this information available to Hydroflex correctly and completely.
- 4.3 In the event that Hydroflex is to install the product, unless otherwise agreed in writing between the parties, the Customer must ensure that the product can be installed in the designated place without further work (at that location), if not any delay is for the Customer's account and risk.
- 4.4 Hydroflex shall only be in default vis-à-vis the Customer after a notice of default, which allows a reasonable period of time for compliance.
- 4.5 Hydroflex is entitled to engage third parties for the performance of the agreement.
- 4.6 Delivery takes place Ex Works in accordance with the Incoterms in force.
- 4.7 The Customer is obliged to arrange collection of the products at the time they are made available to it. If the Customer refuses to arrange collection or is negligent in providing information or

- instructions necessary for the delivery, Hydroflex is entitled to store the items at Customer's expense and risk.
- 4.8 If the Customer does not arrange collection of the products at the agreed time and this is not attributable to Hydroflex, the Customer is already in default. Without prejudice to the right to compensation for all costs and damages related to this non-collection, Hydroflex is entitled to terminate the agreement without judicial intervention if the Customer (still) does not arrange collection of the products before or on the second date notified by Hydroflex to the Customer, without prejudice to Hydroflex's right, whether in court or otherwise, to claim additional damages in connection with the Customer's failure to act.
- 4.9 Hydroflex is entitled to execute the agreement in several phases and to invoice the part thus executed separately.
- 4.10 If the agreement is executed in phases, Hydroflex may suspend execution of those parts belonging to a subsequent phase until the Customer has approved the results of the preceding phase in writing.
- 4.11 Amendments or additions to the agreements must be expressly agreed in writing. If the Customer requests modification of and/or addition to an agreement and the parties do not reach an agreed position on this, the agreement shall remain in its original form.
- 4.12 If, during the execution of the agreement, it appears necessary for its proper implementation to amend or supplement it, the Parties shall adapt the agreement in good time and by mutual agreement. If the nature, scope or content of the agreement, whether at the request or instruction of the Customer, of the competent authorities and so on, is altered and the agreement is amended in qualitative and/or quantitative terms, this may also have consequences for what was originally agreed. As a result, the originally agreed amount may be increased or reduced. Insofar as possible, Hydroflex shall indicate the associated price impact in advance. Furthermore, an amendment to the agreement may alter the originally stated period of execution. The Customer accepts the possibility of amending the agreement, including the change in price and period of execution.
- 4.13 Hydroflex has the right to increase the agreed price, even if a fixed price has been agreed, on the basis of a power or obligation under the law or regulations or if the increase is caused by a rise in the price of raw materials, wages and so on or on other grounds - to the extent that they were not reasonably foreseeable when entering into the agreement - without the Customer being entitled to dissolve the agreement for that reason.
- 5. Suspension, dissolution and early termination of the agreement**
- 5.1 Hydroflex is entitled to suspend fulfilment of the obligations or to terminate all agreements concluded with the Customer with immediate effect without judicial intervention by means of a written and/or electronic statement to the Customer, without being obliged to pay any damages to the Customer and without prejudice to Hydroflex's right to claim damages from the Customer:
- if the Customer fails to fulfil the obligations of the agreement in full or on time;
 - if Hydroflex, after concluding the agreement, is aware of circumstances that give good reason to expect that the Customer shall not fulfil the obligations;
 - if, at the time of conclusion of the agreement or in a case as defined in article 7.3, the Customer is requested to provide security for the fulfilment of its obligations under the agreement and that security is either not available or insufficient;
 - if, due to delays on the part of the Customer, Hydroflex can no longer be required to comply with the agreement under the originally agreed conditions;
 - in the event of liquidation, of (applications for) suspension of payments or bankruptcy of the Customer, of seizure of assets of the Customer - if and insofar as the seizure has not been lifted within three months - of debt relief or any other circumstance which would make it impossible for the Customer to freely dispose of its assets;
 - if circumstances arise which are such that fulfilment of the agreement is impossible or if there are other circumstances which are such that upholding the agreement without changes cannot reasonably be required of Hydroflex.
- 6. Force Majeure**
- 6.1 A failure in the performance of its obligations cannot be attributed to Hydroflex if this failure is due to force majeure.
- 6.2 Force majeure includes the circumstance that third parties engaged by Hydroflex such as suppliers, subcontractors and carriers, or other parties on which the Customer is dependent, do not meet their obligations at all or in good time, weather conditions, natural disasters, pandemics,

war, terrorism, cybercrime, digital infrastructure disruption, fire, power failure, loss, theft or the inability to find tools, materials or information, road blocks, strikes or work stoppages and import or trade restrictions.

- 6.3 Hydroflex has the right to suspend fulfilment of its obligations if it is temporarily prevented from fulfilling its obligations toward the Customer due to force majeure. When the situation of force majeure ends, Hydroflex shall fulfil its obligations as soon as its planning permits.
- 6.4 If there is a situation of force majeure and performance is permanently impossible or becomes impossible, or the temporary situation of force majeure has lasted for more than six months, Hydroflex is authorized to dissolve the agreement in whole or in part with immediate effect. In such cases, Customer is authorized to terminate the agreement with immediate effect, but only for that part of the obligations that Hydroflex has not yet fulfilled.
- 6.5 The parties shall not be entitled to compensation for the damage already suffered or that shall be suffered as a result of force majeure, suspension or dissolution within the meaning of this article.

7. Payment and collection fees

- 7.1 Unless otherwise agreed, Hydroflex shall only send its invoices in electronic format to the Customer by email.
- 7.2 Payment must be made to the account indicated by Hydroflex within 30 days of the invoice date, in the currency stated in the invoice, unless other payment terms have been agreed.
- 7.3 Hydroflex is always entitled to demand prepayment.
- 7.4 The Customer is always obliged to provide (additional) security at the first request of Hydroflex.
- 7.5 If the Customer has not paid the invoice amount to Hydroflex within the agreed payment period, the Customer is in default by law and the Customer is liable to pay interest on the outstanding invoice amount (in proportion) at a rate of 1% per month. The interest on the due amount shall be calculated from the moment the Customer is in default until the moment of payment of the full amount due (part of the month is considered a full month).
- 7.6 The Customer shall not be entitled to set off or suspend the debt its owes to Hydroflex.
- 7.7 Objections to the amount of an invoice do not suspend the payment obligation.
- 7.8 If the Customer fails to pay the due amount in full within the specified time limit, Hydroflex is entitled to terminate the agreement with immediate effect without judicial intervention.
- 7.9 Hydroflex may charge the Customer any costs incurred in or out of court in order to exercise its rights in respect of the Customer. In that case, the extrajudicial collection costs owed by the Customer shall amount to 10% of the amount due, or the percentage legally permitted, plus a minimum of EUR 125 to be increased by the VAT owed on that amount.

8. Complaints

- 8.1 Complaints regarding missing goods, or goods delivered but not ordered, must be reported in writing to Hydroflex by the Customer within 3 working days after delivery, with the packing list sent as a reference.
- 8.2 Complaints regarding visible defects must be reported by the Customer to Hydroflex in writing within 8 working days after delivery, and accompanied by a statement of the reasons for the complaint and the number of the invoice/packing list. Complaints about invisible defects must be reported by the Customer to Hydroflex within 8 working days after their discovery, or after the time when the defects could reasonably have been discovered following delivery - but in any case within 6 months after delivery - in writing, and accompanied by a statement of the reasons for the complaint and the number of the invoice/packing list.
- 8.3 If no complaint is made within the period indicated in the previous paragraph, any obligation on the part of Hydroflex to replace and/or repair the delivered products and/or to compensate for damage shall lapse.
- 8.4 In the event of timely complaints, Hydroflex is obliged, if the complaint is attributable to Hydroflex to a significant extent (but there is no intention or gross negligence), to provide replacement goods or credit the invoice amount and any shipping costs, to be determined at Hydroflex's discretion.
- 8.5 Hydroflex is never liable for the consequences of wear and/or consequential damage, unless there is intent and/or gross negligence, but even then Hydroflex is never liable for more compensation of damage than that to which it is entitled under its right of recourse in respect of its supplier - which shall be transferred by Hydroflex to the Customer at first request - or up to the invoice value of the goods supplied by Hydroflex.
- 8.6 Hydroflex is never liable for any form of compensation as long as the Customer fails to fulfil its payment obligations.

If the complaint concerns a part of the goods delivered, the Customer does not have the right to refuse the entire delivery or the remainder thereof.

9. Guarantee

- 9.1 Unless otherwise agreed in writing, the delivered products are guaranteed against manufacturing defects during a six-month period.
- 9.2 The guarantee is limited to the repair or replacement of the delivered goods, at Hydroflex's discretion, excluding all costs of materials handling, manual labour, transport, etc.
- 9.3 The guarantee can only be invoked if a complaint has been submitted in good time pursuant to article 8. In the event of visible defects, the complaint must be made immediately after receipt of the product but no later than within 8 days pursuant to the article. Complaints regarding non-visible defects must be made without delay after discovery, but in any event within the guarantee period in the 1st paragraph and also notified by means of a written communication. If the stated time limits are exceeded, any claim against Hydroflex in respect of the deficiencies in question shall lapse. Legal action in this matter must be brought within one year following a timely complaint, under the penalty of all claims lapsing.
- 9.4 Without prejudice to the restrictions set out below, Hydroflex shall be responsible for the soundness of the product delivered by Hydroflex as well as the quality of the material used and/or delivered for a period of six months after delivery in accordance with article 3, to the exclusion of visible defects. Even if assembly or installation by the Customer has been agreed, the above obligation applies to Hydroflex for a period of six months after delivery. Used products shall, unless otherwise agreed, be subject to a period of two months after delivery.
- 9.5 Paragraphs 1 and 2 shall apply mutatis mutandis to defects which are caused solely or predominantly by improper assembly and/or installation by or on behalf of Hydroflex. If the product is assembled/installed by Hydroflex, the time limits referred to in paragraphs 1 and 2 shall begin on the day that the assembly/installation work by Hydroflex is completed, provided that in such case the warranty period shall end in any event when seven months have elapsed after delivery.
- 9.6 Any defects covered by the guarantee referred to in paragraphs 1 and 2 shall be remedied by Hydroflex by repair or replacement of the defective part, whether or not in Hydroflex's plant, or by sending a replacement part. This is always at the discretion of Hydroflex. All costs exceeding the sole obligation as defined in the preceding sentence, such as (but not limited to) transport costs, travel and accommodation costs as well as disassembly and assembly costs, shall be borne by the Customer.
- 9.7 If Hydroflex has sourced the delivered items from one or more suppliers, which offer Hydroflex a guarantee, which does not allow Hydroflex to meet the above guarantee obligation, then Hydroflex is only obliged to pass on its suppliers' guarantee obligation to the Customer.
- 9.8 In any event, the guarantee does not apply to defects which are wholly or partly the result of:
- (a) failure by the Customer to observe operating and maintenance instructions, or use other than the normal envisaged use;
 - (b) defects which are not defects in materials and/or workmanship, such as defects due to normal wear, internal and external contamination, rust and paint damage, transport, freezing, overheating, overloading and/or dropping the product
 - (c) assembly/installation or repair by third parties, except those referred to in paragraph 7, including the Customer;
 - (d) materials used or items used at the request of the Customer;
 - (e) materials or items supplied by Customer to Hydroflex for modification or processing;
 - (f) materials, items, procedures and structures, used at the express instruction of the Customer, and materials and items supplied by or on behalf of the Customer.
- 9.9 If, without obtaining prior approval, Customer dismantles or repairs the product, or carries out any other work on the product, or has others do so, all rights to claim under the guarantee shall lapse.
- 9.10 If Hydroflex replaces parts and/or products to meet its guarantee obligations, these replaced parts/products shall remain its property, until full payment has been made. The original guarantee period shall not be extended upon replacement.
- 9.11 No guarantee shall be given in respect of inspections, checks, advice and similar operations carried out by Hydroflex. Nor does Hydroflex accept any responsibility for designs and parts made available by the Customer.
- 9.12 The alleged non-fulfilment of guarantee obligations does not release Customer from its obligations ensuing from any agreement concluded with Hydroflex.

- 9.13 In the case of repair, overhaul or maintenance operations carried out by Hydroflex, or other services provided by Hydroflex, unless otherwise agreed, the guarantee shall only apply to the soundness of execution of the commissioned work for a period of six months if:
- (a) the repair or maintenance work, including all the tasks, modifications, adjustments and supplies deemed necessary in this respect by Hydroflex, has been carried out.
 - (b) Hydroflex has determined the manner in which the work is carried out, how it is supervised and the number of technicians and auxiliary agents to be employed;
 - (c) Customer has abstained from any intervention in the nature and/or performance of the work. The period shall start immediately after testing by Hydroflex following completion of the work, regardless of whether the repaired, refurbished or serviced product is put into service at that time. This guarantee includes the sole obligation of Hydroflex to carry out the work in question again in the event of improper execution.
- 9.14 Warranty claims shall be voided if:
- (a) the repaired or reconditioned product has been used injudiciously;
 - (b) operator manuals and/or instructions or guidelines provided by Hydroflex have not been adhered to;
 - (c) the rectification of defects by third parties has taken place.
- 9.15 A warranty period shall not be extended after remedying defects.
- 9.16 Failure to fulfil, properly or in time, any obligation (whatever its scope) to which Customer is bound in respect of Hydroflex shall void any claim under warranty, of whatever nature.

10. Return requests and return shipments

- 10.1 Return requests must be submitted to Hydroflex in writing within 8 days, Hydroflex shall then respond to the return request in writing within 8 days.
- 10.2 Costs for returns, unless agreed otherwise in writing, are always for Customer.
- 10.3 If Hydroflex accepts the return request, it may impose conditions, in any case the goods must be in Hydroflex's possession within eight days of that acceptance.
- 10.4 Upon receipt, Hydroflex shall assess whether the above conditions are met, such as:
- has the return of the goods been agreed in writing?
 - have the goods been received within the return period?
 - are the goods unused and undamaged?
 - are the goods still in the original packaging?
- Hydroflex shall reject returns if any conditions are not met.
- 10.5 In the case of returns where Hydroflex is not at fault, Hydroflex is allowed to charge an additional charge of 15% of the total amount (with a minimum value of € 20).

11. Liability

- 11.1 Hydroflex is not liable for damage of any kind resulting from the use of incorrect and/or incomplete data provided by the Customer.
- 11.2 Hydroflex shall not be liable for damage caused by the improper use of delivered products or by their use for any other purpose or under conditions other than those for which they are suitable.
- 11.3 Any liability of Hydroflex for indirect damages is excluded, including consequential damages, lost profits, lost savings and damage due to business interruptions. Hydroflex's liability is also limited to the fulfilment of the guarantee set out in article 9.
- 11.4 Hydroflex's liability is in any case always limited to the amount paid by its insurer, if any, or the invoice amount of the items concerned.
- 11.5 The limitations of liability contained in this article shall not apply if the Customer can demonstrate that the direct damage or defect is the direct and exclusive result of intent or gross negligence on the part of Hydroflex.
- 11.6 Customer cannot derive rights from advice and information from Hydroflex that do not directly relate to the assignment.
- 11.7 If Customer provides information to Hydroflex, Hydroflex shall assume the accuracy and completeness of that information when executing the agreement.
- 11.8 Customer indemnifies Hydroflex for any third party claim regarding the use of advice, drawings, calculations, designs, materials, brands, samples, models and the like provided by or on behalf of Customer. Customer shall reimburse all damages suffered by Hydroflex, including the full costs incurred for defence against these claims.

12. Retention of title

- 12.1 All products delivered and still to be delivered under all agreements concluded between Hydroflex and Customer (including products already paid for by Customer) remain the property of Hydroflex until all claims on those deliveries have been paid by Customer in full.
- 12.2 As long as the ownership of the products has not transferred to Customer, the latter may not dispose of the products or encumber them (including pledge, mortgage or granting any other right to or for the benefit of third parties). At Hydroflex's first request, Customer undertakes to cooperate in the establishment of a right of pledge on the claims that Customer obtains or shall obtain vis-à-vis its own Customer in relation to reselling, with the approval of Hydroflex, products delivered by Hydroflex.
- 12.3 Customer is obliged to store the products, which Hydroflex has delivered to Customer under retention of title, with due care and also as identifiable property of Hydroflex in a place separated from other items.
- 12.4 Hydroflex is entitled to take back the products, which it has delivered to the Customer under retention of title and which are still present at the Customer's premises, if the Customer is in default regarding fulfilment of its payment obligations or is otherwise in financial difficulties, or seems likely not to be able to meet its payment obligations. Customer shall grant Hydroflex free access to its premises and/or buildings at any time to inspect the products and/or exercise Hydroflex's rights.

13. Transfer of rights or obligations

- 13.1 Customer may not transfer or pledge rights or obligations under any article under these terms and conditions or the underlying agreement(s), except with the prior written consent of Hydroflex. This clause is binding on third parties.

14. Applicable law and disputes

- 14.1 All legal relations between the parties, including those under the law, regardless of the involvement of foreign legal systems, are governed exclusively by Dutch law.
- 14.2 The applicability of the Vienna Sales Convention or CISG is expressly excluded.
- 14.3 Disputes shall only be settled by the competent court in Rotterdam.