

GENERAL TERMS AND CONDITIONS OF SALE OF VAN MEEUWEN INDUSTRIES B.V. AND ITS SUBSIDIARIES

all having their registered offices in Weesp and registered with the Dutch Chamber of Commerce under numbers 32036774 (Van Meeuwen Industries B.V.), 32061789 (Van Meeuwen Services B.V.), 32015003 (Van Meeuwen Lubrication B.V.), 32036447 (Van Meeuwen Education B.V.), 70495548 (Van Meeuwen Systems B.V.) and 32033134 (Van Meeuwen Additives B.V.).

PART A – GENERAL PROVISIONS

1. DEFINITIONS AND APPLICABILITY

- 1.1 In these general terms and conditions, the following terms shall have the following meanings:
- (i) *Advice*: advice in the broadest sense of the word and regardless of whether the word 'advice' or 'suggestion for improvement' is used literally;
 - (ii) *Customer*: any partnership, natural or legal person who purchases or wishes to purchase Products from Van Meeuwen;
 - (iii) *Services*: all consultancy and installation work to be carried out by Van Meeuwen, training and education courses to be provided by it, and digital services to be supplied by it;
 - (iv) *The Van Meeuwen Group*: any company in which Van Meeuwen Industries B.V. is a 100% shareholder and/or director, including: Van Meeuwen Services B.V.; Van Meeuwen Systems B.V.; Van Meeuwen Lubrication B.V.; Van Meeuwen Education B.V.; Van Meeuwen Additives B.V.;
 - (v) *Information*: all documents and data, including, but not limited to, Advice, drawings, technical descriptions, undeveloped ideas, proposals, estimates, specifications, analyses, data, etc., originating from Van Meeuwen or a third party;
 - (vi) *Force majeure*: a situation as described in Article 6.1;
 - (vii) *Products*: all movable property to be supplied by Van Meeuwen;
 - (viii) *Van Meeuwen*: the user of the terms and conditions belonging to the Van Meeuwen group;
 - (ix) *Terms and Conditions*: these general terms and conditions of sale.
- 1.2 The Terms and Conditions apply exclusively to all offers, quotations, advice, agreements and all related (legal) acts, whether of a preparatory or executive nature, whereby Van Meeuwen provides Services or supplies Products to the Customer.
- 1.3 This set of Terms and Conditions consists of four parts (A, B, C and D). Part A always applies. In addition to this, one or more of the other parts may apply. Part B always applies when Van Meeuwen supplies Products. Part C always applies when Van Meeuwen provides Services. Part D always applies when the Customer purchases S)MAXX.
- 1.4 Any general or other terms and conditions applied by the Customer shall not apply.
- 1.5 Van Meeuwen is only bound by deviations from these General Terms and Conditions and/or supplementary provisions if and insofar as this has been accepted in writing by Van Meeuwen in relation to a specific agreement.
- 1.6 The Customer agrees that these Terms and Conditions also apply to all future Advice, agreements and legal acts

2. CONCLUSION OF THE AGREEMENT

- 2.1 All offers and quotations are subject to change. Van Meeuwen is entitled to withdraw its offer up to three working days after the acceptance has been received.
- 2.2 If an offer, quotation or Advice consists of a composite quotation, Van Meeuwen is not obliged to supply a part thereof at a price corresponding to that part of the quoted price. Nor does that price apply to any repeat orders or additional Services.
- 2.3 All Information is as accurate as possible, but is in no way binding on Van Meeuwen and can never be regarded as an exact representation of what Van Meeuwen offers or is obliged to supply.
- 2.4 If Van Meeuwen shares any information or intellectual property rights, the Customer undertakes to treat such information as confidential, and not to reproduce and/or disclose it to third parties, unless Van Meeuwen has given its prior express written consent to do so. All Information remains the property of Van Meeuwen or the relevant third party and must be returned to Van Meeuwen or destroyed at Van Meeuwen's first request.
- 2.5 Agreements between Van Meeuwen and the Customer shall be concluded if and as soon as Van Meeuwen has sent a written order confirmation to the Customer, in which case the date of that confirmation shall be decisive, or an (advance) invoice, in which case the date of that (advance) invoice shall be decisive, or - if this occurs earlier - if Van Meeuwen has commenced the performance of the Customer's order.
- 2.6 The confirmation of engagement and the (advance) invoice, together with the Terms and Conditions, are deemed to constitute a true and complete representation of the agreement.
- 3. PRICES / COSTS / FEES**
- 3.1 Unless expressly agreed otherwise in writing, the Services and Products shall be supplied by Van Meeuwen against payment in EURO in accordance with the most recent price lists.
- 3.2 All prices are exclusive of VAT, import duties, excise duties, other government-imposed levies and duties, packaging, transport, loading, unloading and insurance costs, import duties and excise duties. All prices are also exclusive of travel, accommodation and communication costs and other expenses and/or fees incurred by Van Meeuwen in connection with third parties engaged by Van Meeuwen or databases consulted by it.
- 3.3 Unless expressly agreed otherwise in writing, the price for the Services to be performed by Van Meeuwen shall be determined on the basis of days or half-days worked, multiplied by the applicable rate per day, half-day or hour,

as periodically determined by Van Meeuwen.

- 3.4 Van Meeuwen is entitled at any time, without prior notice and even after an agreement has been concluded, to amend the prices of the Services and Products with immediate effect. The foregoing applies in any event where prices and/or rates increase, for whatever reason, due to price-determining factors such as, for example, wages, materials, exchange rate fluctuations, transport costs, import duties or insurance rates. Van Meeuwen shall notify the Customer of any price changes as soon as possible. The Customer shall at all times be obliged to pay the price as amended in accordance with this clause.
- 3.5 If the Customer places an order with Van Meeuwen without a price being stated in this order or without a price having been agreed between Van Meeuwen and the Customer, this order shall be carried out at the price applicable on the day of receipt of this new order, irrespective of any order carried out in the past and the price applicable at the time.
- 4. PAYMENT**
- 4.1 Full and timely payment must be made at Van Meeuwen's place of business by transfer to a bank account designated by Van Meeuwen. The Customer is not entitled to set-off or suspension.
- 4.2 Unless otherwise agreed, the payment term is 30 (thirty) days from the invoice date. The value date stated on Van Meeuwen's bank statements shall be decisive.
- 4.3 Van Meeuwen is entitled at all times to demand a deposit or advance payment. Van Meeuwen may also demand immediate payment upon delivery of the Products or commencement of the Services to be performed.
- 4.4 Van Meeuwen is entitled to invoice each partial delivery separately. Services rendered may be invoiced separately per Service or per day/half-day.
- 4.5 The Customer must, at Van Meeuwen's first request and at its discretion, provide adequate security to ensure the timely and proper fulfillment of its obligations.
- 4.6 In the event of late payment, the Customer shall be liable to pay interest from the first day following the agreed payment date until the date of full payment. The interest rate is 1.5% per month, with part of a month being treated as a full month, but is equal to the statutory commercial interest rate if this is higher. After 12 (twelve) months, the amount on which interest is calculated is increased by the interest due over the past 12 (twelve) months.
- 4.7 The Customer is obliged to reimburse extrajudicial collection costs from the moment

Van Meeuwen has sent a reminder or notice of default. These costs are set at a minimum of 15% of the amount due (including the interest referred to in Article 4.6), with a minimum cost of EUR 500, without prejudice to Van Meeuwen's right to claim the actual costs.

- 4.8 All claims by Van Meeuwen and the Van Meeuwen Group against the Customer, on whatever grounds, shall become immediately due and payable if:
- (i) the Customer is in default in respect of an obligation of Van Meeuwen or the Van Meeuwen Group;
 - (ii) third parties assert rights in respect of the Customer's property;
 - (iii) the Customer's goods are seized (or a legal measure comparable to this under foreign law is taken);
 - (iv) the Customer applies for a moratorium on payments or bankruptcy (or a comparable equivalent under foreign law), or an application for the Customer's bankruptcy or moratorium on payments is made or has been made;
 - (v) the Customer enters into a payment arrangement with one or more of its creditors, or otherwise gives the impression that it is or will be insolvent;
 - (vi) the Customer proceeds with the voluntary or involuntary dissolution or liquidation (or an equivalent under foreign law) of its business, the business is continued in a different legal form, or the registered or de facto place of business is relocated to another country;
 - (vii) direct or indirect control of the Customer is transferred to a third party;
 - (viii) the Customer (if a natural person) dies, is placed under guardianship or administration (or a comparable equivalent under foreign law) or applies for statutory debt restructuring;
 - (ix) a disqualification from acting as a director is imposed on one of the (de facto) directors of the Customer;
 - (x) the Customer transfers the rights under any agreement to which these Terms and Conditions apply to a third party;
 - (xi) the Customer has failed to fulfil, or has failed to fulfil in a timely or proper manner, one or more of its obligations under these Terms and Conditions or under any agreement with Van Meeuwen.
- 4.9 The Customer must submit any complaints regarding the invoices to Van Meeuwen in writing within 10 (ten) days of the invoice date, specifying in detail the nature and grounds of the complaints, failing which all rights shall lapse.
- 5. SUSPENSION AND TERMINATIO**
- 5.1 Van Meeuwen and any other member of the Van Meeuwen Group shall be entitled to suspend its obligations and to terminate, in whole or in part, any agreement with the Customer in the event of Force Majeure or a situation as described in Article 4.8.
- 5.2 Only if a situation of Force Majeure persists for longer than 3 (three) months or results in a permanent inability to perform, is the Customer entitled to terminate that part of the agreement which has not yet been performed. The Customer is not entitled to terminate the agreement in whole or in part on any other grounds.
- 5.3 In the event of termination due to Force Majeure, neither party shall be liable for compensation for damages.
- 5.4 Following the suspension of its obligations by Van Meeuwen, the delivery time or performance period shall be extended by the

time required by Van Meeuwen, taking into account its schedule, to deliver the Services or Products.

6. FORCE MAJEURE

- 6.1 Force majeure is defined as any circumstance beyond the control of the parties, even if such circumstance was already foreseeable at the time the agreement was concluded, which prevents the performance of the agreement in whole or in part, either permanently or temporarily. This includes: transport difficulties, fire, accidents, import and export restrictions, war, war damage, terrorism, mobilisation, riots, civil unrest, acts of war, epidemics, natural disasters, government measures, industrial action, serious disruptions to Van Meeuwen's operations such as strikes, excessive sick leave, machinery breakdowns, disruptions to the supply of energy, disruptions to Van Meeuwen's business processes caused by malicious software (in whatever form), as well as the impossibility of performing the agreement as a result of failure on the part of Van Meeuwen's suppliers or persons or entities engaged by Van Meeuwen for the performance of the agreement.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 If intellectual property rights arise during the performance of the agreement, Van Meeuwen shall be deemed to be the creator, designer or inventor of the works, designs or inventions produced. Van Meeuwen shall have the exclusive right to apply for a patent, trade mark or design. Furthermore, Van Meeuwen shall be the exclusive copyright holder of the works created.
- 7.2 All rights to the Products, Services and Advice supplied by Van Meeuwen, including intellectual property rights, are vested exclusively in Van Meeuwen or its licensors. Van Meeuwen does not transfer any intellectual property rights to the Customer in the performance of the agreement.
- 7.3 Where the service to be provided by Van Meeuwen consists (in part) of the supply of computer software, the source code shall not be transferred to the Customer. The Customer shall be granted a non-exclusive, worldwide and perpetual-user licence to the computer software solely for the purpose of the normal use and proper functioning of the Product. The Customer is not permitted to transfer the licence or to grant a sub-licence. Upon sale of the item by the Customer to a third party, the licence shall automatically pass to the purchaser of the item.
- 7.4 Except as provided for in Article 7.3, no licence shall be granted to the Customer.
- 7.5 Van Meeuwen is free to use all knowledge and ideas that Van Meeuwen acquires, collects, generates and/or records during the performance of the agreement in the execution of projects for third parties.
- 7.6 The Customer shall immediately inform Van Meeuwen if it determines or suspects that a third party is infringing or claiming any intellectual property right of Van Meeuwen or its licensors. The Customer shall provide all reasonable cooperation that may lead to the earliest possible cessation of the infringing acts or the dispute.
- 7.7 The Customer fully warrants that, in the performance of the agreement – for example, through the manufacture, stocking, marketing and/or delivery of products manufactured to the Customer's drawings or specifications, as

well as their installation – Van Meeuwen will not infringe any trademark, patent, design or any other right of third parties. The Customer shall indemnify Van Meeuwen against all damage, costs and interest arising in this regard, including those that are the direct or indirect consequence of claims by such third parties.

- 7.8 If a third party claims that Van Meeuwen is infringing that third party's rights in the performance of the agreement, Van Meeuwen shall be entitled to suspend the further performance of the agreement immediately without being liable to pay compensation to the Customer on that ground and without prejudice to the Customer's obligation to indemnify Van Meeuwen as referred to in Article 7.7.
- 7.9 In the event that the Customer infringes any intellectual property right as described in this Article 7, Van Meeuwen may claim from the Customer a penalty of EUR 20,000 per infringement, payable immediately and without set-off, for each day that the infringement continues, without prejudice to Van Meeuwen's right to full compensation.
- 8. DELIVERY TIME**
- 8.1 Agreed delivery times and dates are approximate only and shall never be regarded as a strict deadline or date.
- 8.2 Van Meeuwen's obligations shall only become due and payable after the agreed delivery times and dates have elapsed.
- 8.3 An agreed delivery period shall only commence once all conditions for the performance of the contract have been met. For example, the Customer must have made any agreed (advance) payment, agreement must have been reached on all commercial and technical details, and Van Meeuwen must have received all relevant information for delivery, including delivery instructions and approval of drawings.
- 8.4 An agreed delivery date shall be extended by the period
- (i) the performance of the agreement is delayed because not all conditions for the performance of the agreement have been met;
 - (ii) which Van Meeuwen requires to supply materials and parts (or have them supplied) in order to carry out additional work;
 - (iii) which Van Meeuwen requires to anticipate a situation involving circumstances other than those known to Van Meeuwen when it specified the delivery time.
- 8.5 Unless the Customer provides evidence to the contrary, the duration of the delay in delivery or the extension of the delivery time is presumed to be the result of a situation referred to in Article 8.4.
- 8.6 Exceeding the delivery time or delivery date shall never entitle the Customer to compensation.
- 9. ANTI-BRIBERY AND ANTI-CORRUPTION POLICY, COMPLIANCE WITH SANCTIONS REGULATIONS AND EXPORT CONTROL**
- No bribery and corruption
- 9.1 The Customer must conduct its activities in a fair, legitimate and ethically responsible manner.
- 9.2 The Customer shall at all times comply with applicable anti-bribery and anti-corruption regulations, as set out in the OECD Convention on Combating Bribery of Foreign Public Officials in International Business

Transactions, the UN Convention against Corruption, the U.S. Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010, the Criminal Code and other applicable (local or otherwise) anti-bribery and anti-corruption rules ("Anti-bribery Rules"), where applicable in the countries in which the Customer has branches or is established or in which the Customer conducts business. The Customer shall also ensure that it does not take any measures or perform or permit any acts that could result in Van Meeuwen potentially breaching any Anti-Bribery Rules. The Customer shall also promote compliance with the Anti-Bribery Rules and investigate any potentially suspicious activities.

Payments

9.3 Any offer to, or acceptance by, the board/directors of the Customer and/or employees of the Customer of money, gifts, travel, entertainment or any other benefit intended or which may be seen as an incentive, inducement or enticement to act in a specific manner is strictly prohibited.

9.4 The Customer shall not offer or promise anything to any business contact, nor accept anything from them, unless this is for a legitimate purpose and is reasonable, given the Customer's normal business activities, and is in accordance with locally applicable Anti-Bribery Rules.

9.5 The Customer shall immediately notify Van Meeuwen if it receives or becomes aware of a request for any payment, gifts or any other benefit, as referred to in Article 9.3.

Screening

9.6 The Customer warrants that it and its employees, subsidiaries, affiliated entities, representatives, distributors, agents and (other) persons acting on behalf of the Customer have not engaged in or attempted to engage in bribery or corruption, or otherwise acted or are acting in breach of the Anti-Bribery Rules.

9.7 The Customer shall inform Van Meeuwen immediately if it becomes aware of any conduct in breach of the provisions of Article 9.6.

Sanctions regulations and export control

9.8 The Customer guarantees that it is and will remain at all times aware of all relevant (international) sanctions legislation and regulations, as well as legislation and regulations relating to export control, as drawn up by or applicable in the context of the United Nations, the European Union, the United States of America, the Netherlands or any other country that is or may be relevant, relating to:

- (i) the status of any party or parties with whom the Customer intends to enter into a transaction (directly or indirectly) or who may benefit from such a transaction, regardless of the nature of or reason for such a transaction;
- (ii) the place(s) to which the products and/or the technology used in the products will be exported, transhipped, unloaded or used; and
- (iii) the characteristics and purpose of the products and/or the technology used in the products, i.e. exclusively for lubrication purposes (lubricants, lubrication systems, quality controls, maintenance, additives/chemical applications).

9.9 The Customer guarantees that it will fully respect and comply with the (international) sanctions laws and regulations and the laws and regulations regarding export control,

insofar as these are or will be applicable. The Customer bears full responsibility for compliance with these (international) sanctions laws and regulations and the laws and regulations regarding export control.

9.10 In particular, the Customer warrants that the products are (and will be) used exclusively for lubrication purposes, as described in clause 9.8, and therefore are not (and will not be) used for any unlawful purposes, including but not limited to activities relating to torture or oppression or other violations of human rights, (weapons of mass destruction) or chemical, biological and/or nuclear activities. Furthermore, the Customer warrants that none of the products and/or the technology used in the products shall be sold, supplied, transferred or made available in any other way:

- (i) to any government or other public body, natural or legal person or partnership, organisation, group or institution – regardless of legal form and/or country of origin – if such a party – directly or indirectly – falls within the scope of or is specifically designated in the sanctions laws and regulations and/or export control laws and regulations (including applicable prohibited end-user lists) of the United Nations, the European Union, the United States of America, the Netherlands and/or the country in which the Customer is established;
- (ii) in countries subject to sanctions laws and regulations and export control laws and regulations (including applicable prohibited end-user lists) of the United Nations, the European Union, the United States of America, the Netherlands and/or the country in which the Customer is established; or
- (iii) in connection with any activity that is or may be subject to sanctions laws and regulations and export control laws and regulations, including but not limited to chemical, biological and/or nuclear activities, military or defence activities, aviation activities, missile installation activities, use in vessels of certain nationalities, activities relating to torture or oppression, and activities in the oil and gas industry; unless all (prior) authorisations, notifications, licences and other provisions and requirements, as set out in the relevant (international) sanctions laws and regulations and export control laws and regulations, have been obtained and complied with.

9.11 The Customer warrants that, in relation to Van Meeuwen's products or the technology used therein, it will not perform or participate in any acts that would result in the circumvention, evasion or avoidance of any applicable sanctions legislation and regulations and export control legislation and regulations and related requirements.

9.12 If Van Meeuwen refuses to enter into or carry out certain transactions because doing so would cause Van Meeuwen to act in breach of, or there is a possibility that it would result in a breach of, sanctions laws and regulations and/or export control laws and regulations, Van Meeuwen shall not be liable for any loss or damage suffered by the Customer or any party affiliated with the Customer as a result.

9.13 The Customer shall indemnify Van Meeuwen against all claims, damages and costs suffered or incurred by Van Meeuwen arising from or in connection with a breach of this clause. Claims, damages and costs shall also include claims, damages and costs arising from or in connection with the acts or omissions of the Customer's (indirect) customers.

10. LIABILITY

10.1 Without prejudice to the provisions elsewhere in these Terms and Conditions, the liability of Van Meeuwen – as well as that of its representatives and/or authorised agents, employees and third parties engaged by it – shall in all cases be limited to the amount paid out under Van Meeuwen's applicable liability insurance in the relevant case.

10.2 Upon request and in consultation, the Customer may be granted access to the policy conditions of the applicable liability insurance. The Customer shall treat this information as confidential and shall not make it available to third parties.

10.3 If, for any reason whatsoever, no payment is made under the insurance referred to in Article 10.1, Van Meeuwen shall not be liable for any loss or damage to the Customer, regardless of the legal basis(es) on which such liability might be claimed.

10.4 Under no circumstances shall Van Meeuwen be liable for business, consequential and/or other indirect damage suffered by the Customer, including, but not limited to, damage resulting from loss of profit and turnover, lost savings, business interruption, loss suffered, damage due to delay, environmental damage and immaterial damage.

10.5 Nor shall Van Meeuwen be liable for any damage, of whatever nature, attributable to an act or omission on the part of the Customer or a third party engaged by the Customer and/or damage caused by materials used by the Customer or a third party engaged by the Customer.

10.6 The Customer is obliged to take all possible measures at its own expense to limit or prevent damage.

10.7 The Customer is personally responsible and liable for all consequences and damage resulting from errors or defects in the drawings, calculations, designs, specifications, implementation instructions and other incorrect, incomplete or unreliable information, or resulting from defects or unsuitability of products or materials originating from the Customer, or prescribed by the Customer or to be procured from a prescribed supplier, and for the non-delivery or late delivery of such products.

11. MISCELLANEOUS

11.1 Van Meeuwen's rights and obligations under these Terms and Conditions and/or under any agreement to which these Terms and Conditions apply may (within the meaning of Section 3:83(2) of the Dutch Civil Code) be transferred to third parties (including another company belonging to the Van Meeuwen group) or be encumbered with any limited right.

11.2 Van Meeuwen is at all times entitled to engage third parties for the performance of the agreement. Third parties engaged by Van Meeuwen may also rely on these Terms and Conditions as Van Meeuwen's auxiliary persons.

11.3 The Customer's rights and obligations under these Terms and Conditions and/or under any agreement to which these Terms and Conditions apply may not (within the meaning of Section 3:83(2) of the Dutch Civil Code) be transferred to third parties, nor may they be encumbered with any limited right, unless the

- parties expressly agree otherwise in writing.
- 11.4 The Customer must immediately inform Van Meeuwen of any facts and circumstances (whether or not amended) that may be relevant to the proper performance of the agreement.
- 11.5 Van Meeuwen is entitled to unilaterally amend any agreement with the Customer and these general terms and conditions at any time. The Customer shall be deemed to have accepted the relevant amendments if Van Meeuwen has not received a written objection from the Customer within 14 (fourteen) days of notification of the amendments.
- 11.6 Any claim by the Customer against Van Meeuwen shall in any event lapse upon the expiry of 1 (one) year from the date of delivery of the Products or 1 (one) year from the date on which delivery of the Products should have taken place or, in the case of the provision of services, 1 (one) year from the first day of the provision of the relevant services or 1 (one) year from the first date on which the provision of the relevant services should have taken place.
- 11.7 In the interpretation of these Terms and Conditions, the Dutch-language version shall prevail.
- 11.8 Without Van Meeuwen's prior consent, the Customer may not, during the term of the agreement and for a period of 1 (one) year following the termination of the agreement, employ any employees working for Van Meeuwen or for a member of the Van Meeuwen Group, nor may it negotiate with such employees regarding their employment.
- 11.9 Insofar as personal data is processed by the parties, the parties shall, prior to such data processing, enter into additional written agreements in accordance with the applicable laws and regulations regarding the protection of personal data, whereby such agreements shall form an annex to the agreement between the parties.
- 12. CHOICE OF LAW AND JURISDICTION**
- 12.1 All agreements between Van Meeuwen and the Customer, these Terms and Conditions, and all non-contractual obligations arising from or in connection with them shall be governed by Dutch law, with the exception of the Dutch conflict-of-laws rules under private international law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 11 April 1980) is expressly excluded.
- 12.2 All disputes arising out of or in connection with an agreement or offer or quotation entered into by Van Meeuwen to which these Terms and Conditions apply in whole or in part, these Terms and Conditions themselves, and all non-contractual obligations arising therefrom or in connection therewith, shall be submitted exclusively to the competent court in Amsterdam for resolution. Van Meeuwen shall, however, have the right, but not the obligation, to engage an independent expert – at Van Meeuwen's discretion – to determine, amongst other things, the cause, nature and extent of any alleged damage that has led to a dispute, provided that a specific dispute lends itself to such a course of action, before bringing the matter before the court. The opinion of this independent expert shall be binding on Van Meeuwen and the Customer. The costs of this expert investigation shall be borne (in whole or in part) by the party found (wholly or partly) to be in the wrong by the expert.
- PART B – DELIVERY OF PRODUCTS**
- 13. DELIVERY, TRANSPORT AND RISK**
- 13.1 The Delivery of Products shall take place Free Carrier ("FCA"), unless otherwise agreed in writing in a specific agreement in this regard. The term FCA shall have the meaning set out in the most recent version of the Incoterms published by the International Chamber of Commerce in Paris, France, at the time an agreement is entered into.
- 13.2 Van Meeuwen shall be deemed to have fulfilled its delivery obligation once it has provided the Customer with the opportunity to take delivery of the Products at the agreed place and time. From that moment, the Customer shall bear the risk for storage, loading, (internal) transport and unloading. This shall apply regardless of whether the Product is subsequently to be fitted or installed by Van Meeuwen.
- 13.3 Even if Van Meeuwen actually arranges for the transport of the Products to an address specified by the Customer, the risk for storage, loading, (internal) transport and unloading remains with the Customer.
- 13.4 Van Meeuwen is entitled to deliver the Products in partial consignments.
- 14. ACCEPTANCE**
- 14.1 The Customer is obliged to cooperate with the delivery and to take delivery of the Products at the time Van Meeuwen provides the opportunity to do so.
- 14.2 Acceptance shall be deemed to have been refused if the ordered Products have been offered for delivery but delivery has proved (in practice) impossible. The provision of an incorrect or incomplete address is at the Customer's own risk and expense. The day on which acceptance is refused shall be deemed the day of delivery.
- 14.3 In the event of the Customer's failure to take delivery of the Products, Van Meeuwen reserves the right to store the Products at the Customer's expense and risk and to charge the associated costs (including storage and transport costs) to the Customer.
- 14.4 Upon the expiry of a period of 30 (thirty) days from the time the Products were offered, Van Meeuwen shall be released from its delivery obligation and entitled to sell the Products (privately). Any lower sales proceeds realised at that time and the costs of sale shall be borne by the Customer, without prejudice to Van Meeuwen's other rights.
- 14.5 So-called private label Products, custom-made Products, Products that have been taken into stock by Van Meeuwen specifically for the Customer at the Customer's request, or Products that are not resalable for other reasons, shall be destroyed upon the expiry of the aforementioned period of 30 (thirty) days. The sales revenue lost by Van Meeuwen as a result and the costs incurred shall be borne by the Customer, without prejudice to Van Meeuwen's other rights.
- 15. OBLIGATION TO INSPECT AND COMPLAIN**
- 15.1 As soon as Van Meeuwen notifies the Customer that the products are ready for collection, the Customer is obliged to inspect the delivered Products and the packaging immediately for any shortages and/or visible defects.
- 15.2 The Customer must note any shortages and/or visible defects in the goods delivered and the packaging on the delivery note, the invoice and/or the transport documents, or notify Van Meeuwen in writing within 3 (three) working days of delivery at the latest.
- 15.3 Complaints regarding non-visible defects in the Products must be submitted to Van Meeuwen in writing – with a precise description of the nature and grounds of the complaints – within 8 (eight) days of their discovery or of the date on which they could reasonably have been discovered, but no later than 2 (two) months after delivery of the Products.
- 15.4 In the absence of a timely complaint, the Customer shall be deemed to have approved the delivered Products and may no longer rely on an alleged defect in the performance.
- 16. CONFORMITY**
- 16.1 Van Meeuwen guarantees that the Products it supplies and/or manufactures comply with the requirements for their intended use and normal operation, subject to the conditions communicated to the Customer in writing for the Product in question and set out in the product information sheets provided by Van Meeuwen to the Customer in relation to that Product.
- 16.2 Any complaint submitted in a timely and proper manner will be investigated by Van Meeuwen as soon as possible to determine its validity. To this end, the Customer shall allow representatives of Van Meeuwen to inspect the Product in question at the Customer's offices or premises.
- 16.3 If, in Van Meeuwen's opinion, a complaint regarding a product supplied by Van Meeuwen is justified and the Customer – also in Van Meeuwen's opinion – has been able to provide sufficient evidence that the defect already existed at the time of delivery, Van Meeuwen shall, at its discretion, (i) replace the defective Product or part thereof free of charge, (ii) repair the defect or the defective part of the Product, or (iii) reimburse the Customer for the purchase price of the defective Product, without the Customer being entitled to compensation.
- 16.4 If, in Van Meeuwen's opinion, a complaint regarding a Product supplied by Van Meeuwen is unfounded, or if, again in Van Meeuwen's opinion, the Customer has failed to provide sufficient evidence that the defect did indeed already exist at the time of delivery, the Customer shall be obliged to reimburse Van Meeuwen for the investigation costs incurred.
- 16.5 If the Customer disagrees with Van Meeuwen's decision regarding the validity of the complaint, the parties shall refer the matter to an expert to be appointed by mutual agreement, and the parties shall abide by that expert's decision. Any costs incurred by this expert shall be borne by the party found to be in the wrong by the expert.
- 16.6 The Customer is never entitled to return Products without Van Meeuwen's prior consent.
- 16.7 Costs exceeding the normal costs of repair or replacement of the Products or of the re-fitting or re-installation of the Products shall be borne by the Customer. The same applies to transport, travel and labour costs incurred by

- the Customer and all other costs that should not reasonably be borne by Van Meeuwen.
- 16.8 Under no circumstances shall the Customer be entitled to replacement, repair or a refund of the purchase price if:
- (i) the Customer fails to fulfil one or more obligations towards Van Meeuwen for whatever reason;
 - (ii) the alleged defect cannot be regarded as a defect that arose or occurred during the normal use of the delivered Products;
 - (iii) the alleged defect constitutes a minor irregularity that is customary and/or unavoidable in such products (including, but not limited to, slight variations in the viscose) or is caused by parts of the delivered Products that are subject to any form of wear and tear;
 - (iv) the delivered Products have been used in circumstances that do not correspond to the circumstances for which they are intended;
 - (v) the delivered Products have been placed, installed, stored, modified, processed, used or maintained, or have been repaired by a party other than Van Meeuwen, unless the Customer can demonstrate that the work carried out was performed by a professional and competent repairer and that the Customer could not reasonably be expected to seek prior approval or to await assistance from Van Meeuwen;
 - (vi) there is a defect of which the Customer was aware or ought to have been aware, or a defect caused by a circumstance that arose after the Products were delivered to the Customer.
- 16.9 The Customer's rights set out in this article are exhaustive and exclude any other warranty or claim, whether written or oral, express or implied, including warranties regarding merchantability or fitness for a purpose other than that for which the delivered Product is intended.
- 16.10 If Van Meeuwen has purchased the Products from a third party, Van Meeuwen shall never be liable to the Customer for more than Van Meeuwen is entitled to claim from its own supplier(s) and what is actually honoured by its own supplier(s) in the case in question.
- 17. RETENTION OF TITLE**
- 17.1 All Products supplied by Van Meeuwen shall remain its property until the Customer has fulfilled all its obligations towards Van Meeuwen or any other member of the Van Meeuwen Group.
- 17.2 As long as this retention of title applies, the Customer is not entitled to resell, use or encumber the Products with any security interest, except in the course of its normal business operations.
- 17.3 In the event of resale to third parties in the ordinary course of business, the Customer is obliged to include a retention of title clause.
- 17.4 The Customer's right to dispose of the Products in the course of its business shall lapse automatically if the Customer's assets are seized, or if an application for a moratorium on payments has been made, or if the Customer has been declared bankrupt, or if the Customer enters into a payment arrangement with one or more of its creditors.
- 17.5 If the Customer creates a new product (in whole or in part) using the Products supplied by Van Meeuwen, the Customer shall create that Product solely on behalf of Van Meeuwen and shall hold that Product in trust for Van Meeuwen until the Customer has paid all amounts due to Van Meeuwen under the agreement. Van Meeuwen retains all rights as owner of the new Product until the Customer has paid in full.
- 17.6 The Customer is obliged to store all Products supplied by Van Meeuwen and Products formed therefrom separately and clearly identifiable within its premises. The Customer is also obliged to insure these Products and keep them insured against all risks customary in the industry, including but not limited to fire, theft, explosion and water damage.
- 17.7 Van Meeuwen is authorised at all times to collect these Products from the Customer (or have them collected), take them back and store them elsewhere. The Customer hereby grants Van Meeuwen, or a third party or parties to be designated by Van Meeuwen, unconditional and irrevocable permission to enter all premises where the Products owned by Van Meeuwen are located and to take those products back.
- 17.8 The Customer must immediately notify Van Meeuwen if third parties claim to have rights in respect of the Products delivered by Van Meeuwen, wish to establish rights in them or wish to attach them (or take a legal measure comparable to this under foreign law).
- 17.9 All costs relating to the exercise of the retention of title, including transport and storage costs, shall be borne by the Customer.
- 17.10 In the event of resale by the Customer of Products that have not (yet) been paid for, or have been paid for only in part or not in full, the Customer undertakes, in such a case, at Van Meeuwen's first request, to create a charge over the claims arising from this resale against the buyer (the second buyer). The Customer is obliged, at Van Meeuwen's first request, to provide all relevant information and to do everything necessary to effect the creation of the said charge. Any sums paid by the second purchaser to Van Meeuwen pursuant to the charge shall be set off against the amount owed by the Customer to Van Meeuwen.
- 18. RESPONSIBILITIES, OBLIGATIONS AND INDEMNIFICATION BY THE CUSTOMER**
- 18.1 If, for any reason whatsoever, no payment is made under the insurance referred to in Article 10.1 and insofar as Article 10.2 is to be disregarded, the cumulative liabilities in connection with the delivered Products, based on whatever legal grounds whatsoever, of Van Meeuwen in relation to the delivered Products shall under no circumstances result in Van Meeuwen paying the Customer a sum of money exceeding the original purchase price of the Product or Products that caused the damage. Total liability is therefore in all cases limited to the amount calculated in the manner set out above.
- 18.2 The Customer must inform Van Meeuwen immediately if it becomes aware of, or suspects, a potential safety defect in the Products.
- 18.3 The Customer is obliged to cooperate without delay with (measures relating to) a safety warning, safety checks and the replacement of parts of the Products for safety reasons.
- 18.4 The Customer is also obliged to cooperate without delay with any recall of Products initiated by Van Meeuwen. Any loss or costs incurred by the Customer in connection with this shall be reimbursed in accordance with Article 18.1. The Customer shall not be compensated for any loss of turnover or profit.
- 18.5 The Customer is obliged to take and follow all measures and instructions that must be observed when using the Product and that contribute to the durability of the Product and the safety of the Product and its user. The Customer is also obliged to clearly and explicitly communicate the instructions for use established by Van Meeuwen to third parties who use the Product.
- 18.6 In the event that the products are intended for customers outside the Netherlands, the Customer is responsible for investigating whether, and if necessary, ensuring that the products are suitable for sale outside the Netherlands.
- 18.7 The Customer shall indemnify Van Meeuwen against all claims and demands by third parties for damages, specific performance or otherwise, insofar as such claims and demands relate to or result from the Customer's failure to comply, or failure to comply fully, with these Terms and Conditions or the existing agreement between Van Meeuwen and the Customer, or with statutory requirements or other requirements of Van Meeuwen, or the Customer's failure to inform, or insufficiently informing, third-party users regarding the use of the Product, or the Customer's wrongful provision of data and/or information. The Customer is also obliged to compensate Van Meeuwen for all damage suffered by Van Meeuwen in such a case, including damage to Van Meeuwen's good name and reputation.

PART C – PROVISION OF SERVICES

19. PERFORMANCE OF THE AGREEMENT

- 19.1 Depending on the nature of the Services, these are provided on the basis of a contract for services or a contract for work. The contract may be entered into for a fixed term or for an indefinite period. A contract which, by its nature, terminates upon completion is regarded as a fixed-term contract.
- 19.2 The instruction to perform Services is always given to Van Meeuwen and not to individual employees of Van Meeuwen.
- 19.3 Where more than one member of the Van Meeuwen Group is involved in the performance of the agreement, each member is individually responsible for its own part. Article 7:407(2) of the Dutch Civil Code is excluded.
- 19.4 Van Meeuwen shall exercise the care of a diligent contractor in the performance of its Services. The obligation to perform Services is of a best-efforts nature, unless the nature of the Services implies that a specific result has been agreed. The burden of proof rests with the Client to demonstrate that a specific result has been agreed.
- 19.5 Van Meeuwen shall, whilst performing its services, comply with the legal requirements arising from the safety and employment legislation in force in the Netherlands. The Customer shall inform Van Meeuwen of any special regulations and measures applicable to hazardous and/or threatening situations at the (performance) locations where the services to be performed by Van Meeuwen are to be carried out.
- 19.6 Where necessary in the context of lubrication maintenance, Van Meeuwen shall ensure the

- disposal of environmentally hazardous substances when performing services on site by engaging companies certified for this purpose. The costs of this shall be borne by the Customer and will therefore be charged to the Customer.
- 19.7 Van Meeuwen will make arrangements with the Customer to agree on the date or timeframe for the performance of the agreed services. If, for any reason whatsoever, Van Meeuwen is unable to perform the services at the agreed times, it will notify the Customer as soon as possible. The Customer and Van Meeuwen will then make new alternative arrangements. Costs arising from the inability to perform the services on the agreed date/time will be invoiced separately by Van Meeuwen to the Customer, unless the cause of the delay lies with Van Meeuwen. Van Meeuwen shall perform its services exclusively during its normal working hours, unless expressly agreed otherwise in writing.
- 20. OBLIGATIONS OF THE CUSTOMER AND INDEMNITY**
- 20.1 The Customer is responsible for ensuring that Van Meeuwen always has access to the (work) site(s) and that these (work) sites comply with all applicable health and safety and other safety regulations, so that Van Meeuwen can perform its services properly.
- 20.2 The Customer guarantees the accuracy, completeness and reliability of the information and data provided to Van Meeuwen by or on behalf of the Customer.
- 20.3 The Customer undertakes to provide Van Meeuwen in good time with all information and data that may be relevant to the proper performance of the agreement, in the form and manner required by Van Meeuwen.
- 20.4 The Customer shall indemnify Van Meeuwen against all claims by third parties (including the Customer's employees) in connection with alleged claims by third parties relating to the agreement between the Customer and Van Meeuwen or the performance thereof.
- 21. PLACEMENT AND INSTALLATION OF PRODUCTS**
- 21.1 Van Meeuwen shall ensure that the placement and installation of products are carried out properly and to a high standard.
- 21.2 Unless otherwise agreed, the work does not include:
- (i) earthworks, pile driving, chipping, demolition, foundation work, bricklaying, carpentry, plastering, painting, wallpapering, repair work or other construction work;
 - (ii) the provision of connections for gas, water, electricity, internet or other infrastructure facilities;
 - (iii) measures to prevent or limit damage to, or theft or loss of, materials and tools present at or near the site;
 - (iv) removal of materials, building materials or waste;
 - (v) vertical and horizontal transport.
- 21.3 The Client is obliged to ensure that, during the performance of the Services, Van Meeuwen has access to all facilities necessary for the Services, such as gas, water, electricity, internet, heating and a lockable storage area.
- 21.4 The Customer bears the risk and is liable for damage to, and theft or loss of, property belonging to Van Meeuwen, the Customer and third parties, such as the Products to be installed or fitted, tools, materials intended for the work or equipment used in the work, which are located at or near the site of performance.
- 21.5 The Customer is obliged to take out adequate insurance against the risks described in the previous paragraph, whereby the Customer must ensure that Van Meeuwen is also designated as an insured party under the policy. At Van Meeuwen's first request, the Customer shall provide access to the relevant policy conditions.
- 21.6 The installation and fitting work to be carried out by Van Meeuwen shall be deemed to have been completed and handed over if:
- (i) the Customer has approved the installation or fitting;
 - (ii) the Customer has taken the installed or fitted Products into use;
 - (iii) Van Meeuwen has notified the Customer that the work has been completed and the Customer has not rejected the work in writing, stating reasons, within 14 (fourteen) days.
 - (iv) The Customer rejects the work on the grounds of minor defects or missing parts that can be rectified or supplied within 30 (thirty) days and do not prevent the Products from being put into use.
- 21.7 The Customer shall indemnify Van Meeuwen against any claims by third parties for damage to parts of the work not yet delivered caused by the use of parts already delivered.
- 22. COMPLAINTS AND CONFORMITY**
- 22.1 The Customer is obliged to submit a written complaint to Van Meeuwen within 14 (fourteen) days of discovering a defect or of when it should reasonably have been discovered.
- 22.2 Complaints regarding visible defects relating to the fitting or installation of the products by Van Meeuwen at the Customer's premises must be submitted to Van Meeuwen in writing within 24 (twenty-four) hours of (completion of) the fitting or installation, stating precisely the nature and grounds of the complaints.
- 22.3 Complaints regarding non-visible defects relating to the fitting or installation of the Products by Van Meeuwen at the Customer's premises must be submitted to Van Meeuwen in writing within 30 (thirty) days of (completion of) the fitting or installation, stating precisely the nature and grounds of the complaints.
- 22.4 In the absence of a timely complaint, the Customer may no longer rely on an alleged defect in the performance.
- 22.5 Every complaint submitted in a timely and correct manner will be investigated by Van Meeuwen as soon as possible to determine its validity. To this end, the Customer shall allow representatives of Van Meeuwen to inspect the Services provided at the Customer's offices or premises.
- 22.6 If, in Van Meeuwen's opinion, a complaint regarding a Service provided by Van Meeuwen is justified and the Customer – also in Van Meeuwen's opinion – has been able to provide sufficient evidence that the defect already existed at the time of delivery, Van Meeuwen shall, at its discretion and depending on the nature of the Service, (i) repair or re-perform the defective Service or part thereof free of charge, or (ii) reimburse the Customer for the price paid for the Service in question, without the Customer being entitled to compensation.
- 22.7 If, in Van Meeuwen's opinion, a complaint regarding a Service provided by Van Meeuwen is unjustified, or if the Customer – also in Van Meeuwen's opinion – has failed to provide sufficient evidence that the defect did indeed already exist at the time of delivery, the Customer shall be obliged to reimburse Van Meeuwen for the investigation costs incurred.
- 22.8 Where the provision of Services relates to the fitting and installation of Products, Article 16 shall apply in full to the Services provided.
- 22.9 Van Meeuwen accepts liability for damage arising as a direct consequence of any shortcoming in the written lubrication advice/schedule provided by Van Meeuwen regarding the type of lubricant to be used, (only) insofar as such lubrication advice/schedule applied to equipment for which it was provided by Van Meeuwen on the Customer's instructions. In all other cases, Van Meeuwen accepts no liability, as stated in the preceding sentence. If the implementation of the lubrication advice or schedules provided is no longer in the hands of Van Meeuwen, or if the Customer deviates from the schedule, and/or modifies the machine and/or process, any (potential) liability of Van Meeuwen in this regard shall lapse.
- 22.10 If, for whatever reason, no payment is made under the insurance referred to in Article 10.1 and insofar as Article 10.2 must be disregarded, the cumulative liabilities in connection with the Services provided, based on whatever legal grounds whatsoever, shall in no event result in Van Meeuwen paying the Customer a sum of money exceeding the price charged for the relevant Services provided. In the case of agreements with a duration of more than 1 (one) month, the foregoing relates to the price paid for the last month preceding the event giving rise to the damage. Total liability is therefore in all cases limited to the amount calculated in the manner set out above.
- 23. CONFIDENTIALITY BY VAN MEEUWEN**
- 23.1 Van Meeuwen shall treat as confidential all information or data provided by the Customer which has been communicated to Van Meeuwen as being secret and/or confidential and/or where disclosure could be detrimental to the Customer. Van Meeuwen shall not make this information and data available to third parties not involved in the performance of the agreement, unless the Customer has given its express prior written consent.
- 23.2 Van Meeuwen is not bound by this confidentiality obligation where the law or a competent authority requires Van Meeuwen to disclose the information, or where the information or data is publicly available.
- 24. TERMINATION**
- 24.1 Both Van Meeuwen and the Customer are entitled to terminate an agreement entered into for an indefinite period in writing at the end of a calendar month, subject to a notice period of 3 (three) months.
- 24.2 Van Meeuwen may terminate a fixed-term agreement at any time with immediate effect. In such a situation, Van Meeuwen shall not be liable for compensation for damages.
- 24.3 The Customer may not terminate a fixed-term agreement prematurely, except where the agreement to be terminated is to be regarded as a contract for work and labour. The burden of proof lies with the Customer to demonstrate that the agreement constitutes a contract for work and labour.

24.4 If the fixed-term contract is terminated by the Customer, Van Meeuwen is entitled to the full agreed price for the Services, less any savings directly resulting from the termination for Van Meeuwen.

PART D – S)MAXX LICENCE TERMS

25. DEFINITIONS

25.1 In Part D, the following terms have the following meanings:

- (i) *Documentation*: the S)MAXX user manual drawn up by Van Meeuwen and provided as an appendix to the services;
- (ii) *Temporary Licence*: time-limited, non-transferable, non-exclusive rights to use S)MAXX. These rights of use are granted by Van Meeuwen to the Customer in return for payment of a periodic fee;
- (iii) *Defect*: a fault in S)MAXX that results in S)MAXX failing to function or otherwise failing to comply with the agreement;
- (iv) *Licence fee*: the fee that the Customer must pay to Van Meeuwen for the temporary use of S)MAXX.
- (v) *Specifications*: the requirements with which S)MAXX must comply, as further specified in an agreement;
- (vi) *Update(s)*: a new release of S)MAXX, in which previously known Errors have been removed and/or a limited improvement or extension of the existing functionality has taken place.

26. LICENCE FOR S)MAXX

26.1 Van Meeuwen grants the Customer the Temporary Licence in respect of S)MAXX and the Documentation as further described in this Part D of these terms and conditions. The Customer is entitled to use S)MAXX on the basis of the Temporary Licence.

26.2 Van Meeuwen shall send the Documentation and S)MAXX to the Customer no later than ten (10) working days after receipt of the first instalment of the Licence Fee. Van Meeuwen is entitled to charge administration costs.

26.3 The Customer shall install S)MAXX in accordance with the provisions of the Documentation. Any support provided by Van Meeuwen in this regard shall be provided on the basis of these terms and conditions. Van Meeuwen is entitled to charge the Customer for its efforts provided that it informs the Customer in writing of the rates it applies prior to carrying out such work. If, in addition to this, the parties make prior agreements regarding the resources required by Van Meeuwen for this support, any exceeding of those resources shall be at Van Meeuwen's expense.

26.4 If Van Meeuwen releases an Update, it shall also offer this to the Customer. If the Customer accepts this offer, the provisions of these general terms and conditions shall also apply to that Update.

27. TERM AND TERMINATION OF THE LICENCE

27.1 The Temporary Licence shall take effect upon the application being put into use.

27.2 The Temporary Licence shall end only if and to the extent that termination takes place in accordance with the provisions of this article. Without prejudice to the grounds and manner of termination set out in Article 27.3 and Article 27.4, a party shall be entitled to terminate the Temporary Licence by rescinding the agreement if and to the extent that it is entitled to do so by law. Rescission shall have the consequences attached to it by law.

27.3 Van Meeuwen is also entitled to terminate the Temporary Licence in whole or in part with immediate effect, without this giving rise to any obligation to compensate the Customer for any loss, if any of the following circumstances arise:

- (i) an application is made for the Customer's bankruptcy;
- (ii) the Customer is declared bankrupt;
- (iii) the Customer is granted a moratorium on payments (whether provisional or otherwise);
- (iv) the Customer's business is wound up or transferred in whole or in part to a third party.

27.4 Unless the parties have agreed otherwise in the agreement regarding the term, the term of the Temporary Licence shall be 1 (one) year, which term shall be tacitly renewed for a further period of 1 (one) year, unless the other party has given written notice of termination of the Temporary Licence at least 1 (one) month prior to the date of renewal. The provision in the previous sentence also applies if an agreed term is tacitly renewed and the parties have not agreed otherwise.

27.5 Otherwise, the Temporary Licence shall only terminate if both parties agree in writing to its termination.

27.6 If the Temporary Licence terminates for any reason whatsoever, the Customer undertakes to cease using S)MAXX and to return (all copies of) S)MAXX and the Documentation to Van Meeuwen without delay.

28. FEE

28.1 Van Meeuwen is entitled to invoice the Licence Fee due for the first year of the Temporary Licence immediately after the conclusion of the agreement in which the purchase of S)MAXX has been agreed or after the commencement of the Temporary Licence. The Customer shall pay the relevant portions of the Licence Fee to Van Meeuwen within 30 (thirty) days of receipt of the invoice unless otherwise agreed.

28.2 Van Meeuwen is entitled, for the first time 1 (one) year after the commencement of the Temporary Licence, to adjust the amount of (the remaining portions of) the Licence Fee once a year in accordance with the Consumer Price Index (CPI) published by Statistics Netherlands (CBS).

28.3 Any taxes, duties and other additional costs payable on the Licence Fee are included in the Licence Fee.

29. TERMS OF USE

29.1 The Customer is entitled to retain or make backup copies of S)MAXX for temporary use or for security purposes.

29.2 The Temporary Licence is subject to the following restrictions:

- (i) except in the course of carrying out lubrication maintenance, the Customer is not permitted to make S)MAXX and the Documentation available to third parties or to use them for the benefit of third parties;
- (ii) the Customer is not permitted to modify or adapt S)MAXX and the Documentation;
- (iii) Copies made may subsequently be used only by the Customer's own staff for internal use. Further disclosure and/or reproduction of the Documentation is not permitted;
- (iv) the Customer is not permitted to reconstruct the source code of S)MAXX by means of reverse engineering;
- (v) the Customer is not permitted to remove any indication of copyright, trademarks, trade names or other (intellectual) property rights

from S)MAXX and/or the Documentation.

29.3 Van Meeuwen is entitled to investigate whether the Customer is using S)MAXX in a manner consistent with these terms and conditions. The Customer undertakes to cooperate with such an audit. Van Meeuwen shall bear both its own costs and the Customer's costs associated with such an audit.

30. WARRANTY

30.1 Van Meeuwen uses AWS (Amazon Web Services) to host S)MAXX; the associated expected monthly uptime is 99.99%. Van Meeuwen makes no guarantees in this regard.

30.2 In all other respects, Van Meeuwen guarantees that S)MAXX will function in accordance with the Specifications for a period of six (6) months following its release.

30.3 During the warranty period, the Customer is entitled to the rectification of Errors free of charge.

30.4 If Van Meeuwen fails to resolve the Errors identified by the Customer during the warranty period, the Customer is entitled to partial termination of the Agreement under which the Temporary Licence was granted. The termination is limited to the Temporary Licence.

30.5 The warranty under this article shall lapse if and to the extent that Van Meeuwen demonstrates that the relevant Defects have arisen as a result of fault rectification, maintenance or modifications carried out by or on behalf of the Customer.

31. ASSIGNMENT

31.1 The parties are not permitted to transfer the rights and obligations arising from the Temporary Licence to a third party without the prior written consent of the other party. The party from whom consent is sought is entitled to attach conditions to the granting of consent.

31.2 If the Customer wishes to install S)MAXX at a third party's premises so that the said third party can manage S)MAXX on the Customer's behalf, the Customer must obtain Van Meeuwen's written consent.

32. INTELLECTUAL PROPERTY RIGHTS

32.1 The intellectual property rights relating to S)MAXX and the Documentation are vested in Van Meeuwen and/or its licensor(s).

32.2 Van Meeuwen shall indemnify the Customer in any legal proceedings brought against the Customer by third parties in respect of any claims based on the allegation that the use of S)MAXX and/or the Documentation infringes the intellectual property rights belonging to such third party, unless:

- (i) the Customer fails to notify Van Meeuwen immediately in writing of the claim; or
- (ii) the claims in question by third parties arise from modifications to S)MAXX made by the Customer or by third parties engaged by the Customer; or
- (iii) the third-party claims in question arise from the use of S)MAXX and/or Documentation in a manner that is otherwise contrary to the terms of this Temporary Licence.

32.3 The indemnity referred to in Article 32.2 shall only apply if the Customer entrusts the handling of the matter, including the conduct of settlement negotiations, to Van Meeuwen and, upon request, provides Van Meeuwen with the necessary cooperation.

- 32.4 The Customer declares that if a claim as referred to in Article 32.2 is brought before a court, it agrees that Van Meeuwen may, at its discretion:
- (i) modify S)MAXX and/or the Documentation (or have them modified) in such a way that they no longer infringe;
 - (ii) replace S)MAXX and/or the Documentation with a functionally equivalent product;
 - (iii) terminate the Temporary Licence and pay compensation to the Customer equal to the full Licence Fee.

33. LIABILITY

- 33.1 If, for any reason whatsoever, no payment is made under the insurance referred to in Article 10.1 and insofar as Article 10.2 must be disregarded, the cumulative liabilities in connection with the Temporary Licence, based on whatever legal grounds whatsoever, of Van Meeuwen in relation to the Temporary Licence shall in no event result in Van Meeuwen paying the Customer a sum of money exceeding the original Licence Fee. Total liability is therefore in all cases limited to the amount calculated in the manner set out above.

34. CONFIDENTIALITY

- 34.1 The parties shall make every effort to prevent the other party's confidential information from coming to the knowledge or into the hands of third parties. This shall not apply if the disclosing party demonstrates that certain information is already in the public domain, other than as a result of a breach of this confidentiality obligation, or if a party is compelled by a competent (judicial) authority to disclose confidential information.
- 34.2 Van Meeuwen is, however, permitted to mention in advertisements, promotional material or otherwise within the context of its marketing activities that the Customer is one of its clients.

Version: 1 June 2026.