

General Terms and conditions of Solids Suction Machinery Solutions B.V. 20230912

Article 1 Introduction

1.1 These general terms and conditions apply to all offers, legal relationships, and agreements in which Solids Suction Machinery Solution B.V. (hereinafter "Solids Suction") supplies goods and/or services of any kind to the client (being its contractual counterparty and hereinafter referred to as the counterparty).

1.2 Deviations from and additions to these general terms and conditions are only valid if expressly agreed upon in writing. If written agreements deviate from these general terms and conditions, the agreed-upon terms will prevail, but the remaining terms of these general conditions will remain in force.

1.3 The applicability of the counterparty's general terms and conditions is expressly rejected, declaring the application of these general terms and conditions.

Article 2 Conclusion of the Agreement

2.1 All offers and other oral and/or written statements made by Solids Suction are non-binding unless expressly indicated otherwise in writing by Solids Suction.

2.2 Statements by Solids Suction in images, drawings, catalogs, brochures, circulars, advertisements, illustrations, price lists, or other documents regarding quantity, packaging, dimensions, power, load capacity, consumption, weight, color, content, composition, price, etc. (all in the broadest sense) are deemed to have been provided only as approximations and do not bind Solids Suction.

2.3 An agreement with Solids Suction is concluded through an offer and acceptance, preferably in writing. Every order placed by the counterparty binds the counterparty irrevocably.

2.4 If the counterparty wishes to cancel the placed order for any reason, this can only be done with the express written consent of Solids Suction and with compensation for the damage suffered by Solids Suction as a result, as well as the costs already incurred, which are fixed at 20% of the purchase price including taxes and costs. Solids Suction also reserves the right to claim higher damages if the damage exceeds the amount equivalent to the aforementioned fixed sum.

2.5 If the counterparty wishes to change the placed order for any reason, this can only be done with the express written consent of Solids Suction and with acceptance of the change in price and the delivery time that may result from it.

Article 3 Price

3.1 All prices are exclusive of value-added tax (VAT) and other government-imposed levies, as well as exclusive of any transportation and packaging costs. The counterparty acknowledges that the aforementioned taxes and costs are at their expense and can be charged by Solids Suction.

3.2 If and to the extent that the price is stated as "tax included" or "customs duty included," Solids Suction reserves the right to charge any higher taxes and/or customs duties to the counterparty at the time of delivery.

3.3 The prices used by Solids Suction are calculated based on the exchange rate of the currencies of the supplier's countries on the day of the conclusion of the agreement. If the exchange rate were to evolve unfavorably for Solids Suction between the conclusion of the agreement and the delivery of the goods or the provision of services to the counterparty, Solids Suction has the right to recalculate the price.

3.4 The counterparty is obliged to compensate any additional costs resulting from a change in the original order, whether desired by the counterparty or not.

Article 4 Delivery

4.1 An agreed delivery time or performance period is never a strict deadline. Solids Suction is never liable for direct damages and not for indirect damages resulting from delays.

4.2 The counterparty is obligated to take delivery of the goods and/or services within 5 working days after Solids Suction has informed the counterparty that they are available. If the counterparty refuses acceptance, is negligent in doing so, or is negligent in providing information or instructions necessary for the delivery of goods and/or the provision of services, Solids Suction is entitled to take all measures (such as storage with third parties) at the expense and risk of the counterparty, as deemed necessary by Solids Suction, without prejudice to its other rights. In this case, any resulting damages to Solids Suction can be charged to the counterparty.

4.3 The risk of loss, theft, or damage to goods subject to the agreement passes to the counterparty when they come into the actual possession of the counterparty or an assistant of the counterparty, as well as from the sixth working day after the notice as mentioned in Article 4.2 if the counterparty has not taken delivery within the said 5 working days. If a carrier is used for delivery, whether at the request or instruction of the counterparty, the risk of loss, theft, and damage to the goods passes to the counterparty at the time of delivery of the goods to the carrier.

4.4 The counterparty accepts in advance any changes made by the manufacturer and/or Solids Suction to the goods to improve their proper operation.

Article 5 Warranty

5.1 Solids Suction provides a warranty on used products only if expressly stated in the sales agreement and in this event to the extent as stated in the sales agreement.

5.2 Solids Suction guarantees the soundness of newly delivered vehicles, goods, or services exclusively in accordance with the warranty conditions of the manufacturer. For goods repaired by Solids Suction, a warranty of 6 months after repair applies.

5.3 The warranty for delivered goods is limited to material, factory, and construction defects, in which case Solids Suction is only obligated to repair or replace the defective parts unless third parties have attempted to repair the defect, in which case any warranty is void. The warranty expires if the goods are used for a purpose other than the one intended at the time of purchase.

5.4 Repairs to goods are carried out at the location designated by Solids Suction in the Netherlands. Transport costs to and from the designated location are borne by the counterparty. If repairs are carried out elsewhere at the request of the counterparty, the costs of transportation and accommodation are borne by the counterparty.

5.5 For replaced or repaired goods or parts, Solids Suction does not provide additional warranties. Third-party supplied parts do not come with more warranty from Solids Suction than what is provided to Solids Suction by its supplier.

5.6 The counterparty's complaint does not suspend the payment obligation. In this case, the counterparty remains obliged to accept and pay for the remaining ordered goods.

5.7 Any warranty claim will be void if a defect arises due to improper or unauthorized use, incorrect storage, modification or incorrect maintenance by the counterparty or third parties.

5.8 Any complaints regarding both delivered machinery and performed work, must be made in writing within 8 working days of receiving the machinery, or the completion of the work, by providing a statement of the facts to which the complaint relates.

Article 6 Force Majeure

6.1 The counterparty cannot demand any performance from Solids Suction, and Solids Suction is not liable for any damages in the event non-performance, delayed performance, or defective performance is the result of an external cause beyond Solids Suction's control (force majeure). Force majeure for Solids Suction includes, but is not limited to, all circumstances that make it no longer reasonably possible for Solids Suction to fulfill the agreement, as well as any circumstances that Solids Suction could not have reasonably foreseen and over which Solids Suction has no control, including but not limited to: decisions and measures by any government; the absence of required permits or other formalities from any government entity; confiscation; labor disputes; shortage of staff due to illness or other reasons; lack of or delays in transportation; fire; theft; loss of possession or destruction or

damage to company assets or data; the complete or partial absence of necessities such as gas, water, electricity, and communication lines; strikes at Solids Suction or its suppliers; shortages of raw materials, materials, and other items or services necessary for the agreed performance, as well as price increases of more than 3% of these raw materials, materials, and other items or services; unforeseeable delays by suppliers or other third parties on which Solids Suction depends, and general transportation problems; circumstances that hinder Solids Suction's compliance with its delivery obligations, including but not limited to, not meeting the quality requirements set by Solids Suction for products supplied by third parties and the resulting consequences.

6.2 Solids Suction also has the right to invoke force majeure, in the event the circumstances that obstruct (further) performance occur, after Solids Suction should have fulfilled its commitment.

Article 7 Payment

7.1 Every delivery or form of work must be paid by bank transfer before delivery or completion. The counterparty is in default solely by the expiration of the payment term. The counterparty owes interest at a rate of 10% per annum on the amount due from the due date until the day of full payment.

7.2 Solids Suction has the right to demand full or partial advance payment from the counterparty at all times, to send goods cash on delivery, or to require the counterparty to provide security for the fulfillment of its obligations to Solids Suction. The counterparty hereby expressly and irrevocably authorizes Solids Suction to establish this security on behalf of the counterparty.

7.3 Solids Suction reserves the right to postpone the delivery of goods or the provision of services until full payment is received.

7.4 A complaint about or delay in the execution of the agreement by Solids Suction and/or the invoice does not entitle the counterparty to suspend payment.

7.5 Complaints regarding invoices must be submitted to Solids Suction in writing within 8 days of the invoice date. In the event counterparty fails to do so counterparty is deemed to have accepted the invoice as correct.

7.6 If the counterparty wishes to use external financing for payment, they must complete all necessary formalities themselves. A mention of "payment by/subject to financing" or any other equivalent mention in a quotation, offer, purchase order, or agreement is for informational purposes only and does not imply that the agreement is concluded subject to the condition of financing being granted to the counterparty. Furthermore, the counterparty has no right to terminate the agreement in case of a financing refusal.

7.7 If the counterparty defaults on one or more of its obligations, all reasonable costs for obtaining satisfaction out of court will be borne by the counterparty. The counterparty will owe Solids Suction at least 15% of the amount due to Solids Suction, with a minimum of

EUR 175 (excluding VAT). If Solids Suction can demonstrate that it has reasonably incurred higher costs, these will also be eligible for compensation.

7.8 The counterparty is obliged to reimburse all reasonable costs incurred by Solids Suction related to a judicial procedure in which the counterparty has been found fully or predominantly liable. These costs will include, in any case, the costs of external experts, bailiffs, and lawyers, even to the extent that these costs exceed the amount awarded by the court.

7.9 All claims of Solids Suction become immediately due and payable when the counterparty files for bankruptcy, requests a moratorium on payments, liquidates, dies, and under all circumstances in which the recovery of Solids Suction's claim could be jeopardized. In such cases, Solids Suction has the right to suspend all deliveries or activities and retrieve or remove delivered assets, goods, and parts without judicial intervention.

7.10 The counterparty waives any right to settle, discount, suspension, and/or offset.

7.11 Payments will first be deducted from costs, then from (flat-rate) indemnification, then from accrued interest, and finally from the principal amount.

Article 8 Retention of Title

8.1 Solids Suction retains ownership of the goods delivered and to be delivered to the counterparty until full payment has been received. Solids Suction also retains ownership of those goods until any claim for indemnification due to the counterparty's failure to fulfill the agreements referred to in the first sentence has been satisfied.

8.2 As long as ownership of the delivered goods has not passed to the counterparty, the counterparty may not pledge, sell, or otherwise deliver (whether in the course of its normal business operations or otherwise) or grant any other rights to these goods to a third party. This provision is intended to have a property law effect. Notwithstanding the aforementioned retention of title, the risks are transferred to the counterparty upon delivery.

8.3 The counterparty is obliged to carefully store the goods delivered under retention of title and to keep them recognizable as Solids Suction's property. The counterparty is also obliged to insure these goods against fire, water damage, and theft. Upon the first request, the counterparty will provide Solids Suction with all the necessary information to assess whether the counterparty has fulfilled these obligations. If Solids Suction suspects or determines that the counterparty has not fulfilled these obligations, Solids Suction is entitled to insure these goods against fire, water damage, and theft, all at the counterparty's expense.

Article 9 Liability

9.1 If Solids Suction (attributable) fails with regard to the delivery of products and Solids Suction is obligated to provide a warranty, Solids Suction is never obligated to more than what Solids Suction undertakes under the warranty terms.

9.2 If Solids Suction (attributable) fails to perform services/work, Solids Suction is never obligated for more than providing free-of-charge repair work. If Solids Suction provides free advice, Solids Suction is never liable for damages resulting from inaccuracies in this advice.

9.3 The counterparty fully indemnifies Solids Suction against all claims related to goods delivered to the counterparty or work performed for the counterparty, brought by third parties for any reason whatsoever.

9.4 Solids Suction is never liable for indirect and consequential damages, including but not limited to, loss of profit, lost income, and/or loss of production.

9.5 Any claim against Solids Suction expires after one year and is void after two years, starting from the moment the claim arose.

Article 10 Miscellaneous

10.1 If any provision of these terms and conditions is void or is annulled, the other provisions of these terms and conditions will remain in full force. The parties undertake to replace any void, invalid, or unenforceable clause with a valid and enforceable clause that best corresponds to the parties' intentions.

10.2 By not invoking its rights, Solids Suction does not waive those rights.

10.3 All personal data is exclusively used by Solids Suction and/or its group companies and is never provided to third parties, except when necessary for payment transactions and order delivery. Solids Suction and its group companies respect the counterparty's privacy and ensure that the counterparty's personal information is treated confidentially. The counterparty hereby consents to the use of their data by Solids Suction to inform the counterparty about product and service offerings from Solids Suction, in the broadest sense.

Article 11 Applicable Law and Competent Court

11.1 Dutch law exclusively applies to any legal relationship between Solids Suction and the counterparty.

11.2 If a dispute arises between the parties concerning the execution of any agreement governed by these general terms and conditions, the applicability of these general terms and conditions, or any other legal relationship between them, both parties will attempt to resolve the dispute amicably. If the parties are unable to reach an agreement for any reason, the dispute will be settled by the competent court in Rotterdam the Netherlands, without prejudice to Solids Suction's right to submit the dispute to the court that would be competent without this provision.