

General terms and conditions of sale, delivery and payment of KENOSHA BV, hereinafter referred to as "KENOSHA", with registered office in Amstelveen, The Netherlands.

Filed at the Chamber of Commerce in Amsterdam, The Netherlands under number 81611897 on March 2021.

## Article 1

### **General**

1.1 Unless explicitly agreed otherwise in writing, these general terms and conditions apply to all offers, deliveries and agreements for the provision of deliveries and / or services by KENOSHA, regardless of the origin of the goods or materials supplied.

1.2 Insofar as these general terms and conditions are also drawn up in a language other than Dutch, the Dutch text will always be decisive in the event of differences, with the exception of Article 9 of the German-language terms and conditions. For that article the German text is decisive.

## Article 2

### **(Purchase) conditions of the buyer**

2.1 The applicability of the general purchase conditions or other conditions of the buyer is expressly excluded by KENOSHA

2.2 A deviation from these conditions can only be invoked if KENOSHA has explicitly agreed to this in writing.

### **Offers and confirmations**

3.1 All offers and mentioned sales prices from KENOSHA or its representatives are without obligation and non-binding. KENOSHA has the right to revoke the offer within two working days after receipt of the buyer's acceptance.

3.2 Orders only bind KENOSHA insofar as these orders have been confirmed in writing by KENOSHA. Without prejudice to the provisions of art. 3.6 An agreement is only concluded when KENOSHA has confirmed the order in writing.

3.3 Samples, images, catalogs and the like provided to the buyer are subject to product changes and are therefore not binding.

3.4 If the buyer requires other information and / or advice outside of standard offers, or a further specification, KENOSHA has the right, if this offer does not lead to an order, to charge the costs of these extra work to the buyer.

3.5 If, after an agreement has been concluded for whatever reason, the buyer wishes to cancel or change the order, KENOSHA is only bound by this cancellation or change after its express written approval. In the event of cancellation or change, KENOSHA is always entitled to charge the buyer for all costs arising therefrom, including all damage including loss of profit, everything in the broadest sense and calculated in reasonableness and fairness.

3.6 If KENOSHA has offered a sale on account, the agreement will only be concluded if credit insurance cover can be obtained from the buyer by KENOSHA. If payment is agreed by means of a documentary credit, the agreement will only be concluded after written acceptance of an irrevocably confirmed documentary credit by KENOSHA. Pag. 1/6

## Article 4

### Prices

4.1 The prices quoted by KENOSHA are, unless stated otherwise, unpackaged and are based on carriage paid to carrier (FCA) in accordance with Incoterms in force on the date of offer. "Freight-free to carrier" means presenting the freight to the carrier on KENOSHA's premises. Prices are in euros or in US Dollars exclusive of sales tax and other government charges related to the sale and delivery.

4.2 If one or more cost price factors undergo an increase after the date of the offer, even if this occurs as a result of foreseeable circumstances, KENOSHA is entitled to change the agreed price accordingly. The aforementioned cost price factors are deemed to include taxes, excise duties, import duties, freight prices, purchase prices of raw materials, devaluation, revaluation, export prohibition, strike and the danger of war.

4.3 The packaging is not included in the price, unless explicitly stated otherwise in writing by KENOSHA.

## Article 5

### Force Majeure

5.1 If, as a result of force majeure of a permanent or temporary nature, KENOSHA cannot be expected to (timely) fulfillment of the agreement, KENOSHA is entitled, at its option, without any obligation to pay compensation by any written notice, in its entirety without judicial intervention. or partially dissolve or suspend (further) execution of the agreement. Force majeure applies if, as a result of any circumstance, it cannot reasonably be expected from KENOSHA that it (further) fulfills obligations, even if that circumstance was foreseeable at the time of the conclusion of the agreement. Force majeure includes fire, riot, war or threat of war, terrorism, civil war, military mobilization, natural disaster, transport difficulties, export, import or transit bans, strikes, major absenteeism due to illness or boycott of KENOSHA or its suppliers as well as a supplier does not comply (on time) and other serious disruptions in the company of KENOSHA or its suppliers.

5.2 If the agreement has already been partially performed by KENOSHA, the buyer will pay the sales price of the delivered goods.

## Article 6

### Suspension and termination

6.1 If the buyer does not, not properly or not timely fulfill any obligation arising for him from the agreement concluded with KENOSHA, or if it is subject to serious doubts whether the buyer is able to fulfill his contractual obligation, as well as In the event of a moratorium, bankruptcy or liquidation of the buyer, KENOSHA is entitled to suspend the execution of the agreement (s) concerned, or to dissolve them in whole or in part, without any notice of default and without judicial intervention, it will not be obliged to pay any compensation and without prejudice to its other rights.

6.2 During the suspension, KENOSHA is authorized and at the end thereof it is obliged to opt for implementation or full or partial dissolution of the suspended agreement (s).

6.3 The claim of KENOSHA with regard to the already performed part of the agreement, as well as the damage resulting from the suspension or dissolution, including lost profit, is immediately due and payable.

6.4 KENOSHA is entitled at or after entering into the agreement, before performing (further) performance, to demand security from the buyer that both payment and other obligations under this agreement are met. The buyer's refusal to provide the required security entitles KENOSHA to suspend its obligations and ultimately gives it the right to dissolve the agreement in whole or in part without notice of default or judicial intervention, without prejudice to its right to compensation for any damage suffered by it.

## Article 7

### **Delivery**

7.1 The stated delivery times will never be regarded as deadlines. In the event of late delivery, KENOSHA will not be in default with regard to the delivery time until after it has been given written notice of default by the buyer, the latter has given it the opportunity to deliver within a reasonable period and KENOSHA has not complied with this.

7.2 Failure to (on time) fulfill any payment obligation by the buyer, suspends the delivery obligation of KENOSHA with possibly as many days as the payment term is exceeded by the buyer or a longer period if that is reasonable.

7.3 Exceeding the delivery time does not entitle the buyer to full or partial dissolution of the agreement, unless this exceeding is more than 16 weeks or, according to KENOSHA's notification, will be more than 16 weeks. In the event of the latter being exceeded, the buyer can dissolve the agreement by written notification to KENOSHA and is then, insofar as applicable, entitled to a refund of the (part of the) price already paid for the product and to compensation for the damage he has suffered, this up to a maximum of 15 percent of the agreed price for the delivered product. Unless the buyer makes use of his abovementioned right of dissolution, exceeding the delivery time - for whatever reason - does not give the buyer the right to perform or have work performed for the implementation of the agreement without judicial authorization.

7.4 Unless otherwise agreed in writing, the delivery time commences at the moment that the agreement has been concluded in accordance with Article 3 and all documents relevant to the execution of the agreement are in the possession of KENOSHA and all of the agreed payment security ensuing obligations for the buyer such as the receipt by KENOSHA of prepayment terms or the opening of an irrevocable letter of credit which must then be accepted by KENOSHA in writing, after which the delivery time starts.

7.5 Unless otherwise agreed in writing, all deliveries take place carriage paid to carrier, FCA Loader, the Netherlands, according to Incoterms valid on the date of the offer. Freight to carrier means offering the freight to the carrier on the KENOSHA company site.

## Article 8

### **Demand and purchase**

8.1 The on-call order is understood to mean an order whereby the time of delivery is dependent on a call-off by the buyer. In the case of an on-call contract, KENOSHA is obliged to deliver if the buyer calls on time in such a way that the contractually agreed delivery time can be observed.

In the event of late demand, the buyer is entitled to an additional demand period of eight working days, starting on the first working day on which he has received a written demand from KENOSHA. There is no right to an extension of the call-off period if a fixed period is agreed for the call-off.

8.2 In the event of late purchase, the buyer is entitled to an additional purchase period of eight working days, commencing on the first working day following the one on which he has received a written order to purchase from KENOSHA. In the event that the buyer has not taken delivery within the additional term, KENOSHA has the right to dissolve or cancel the concluded agreement without judicial intervention by simple notification to the buyer. KENOSHA is then entitled to claim compensation for all damage that has arisen for it as a result of not (timely) purchase.

## Article 9

### **Retention of title**

9.1 Ownership of the goods does not pass to the buyer until all amounts owed by the buyer to KENOSHA, including interest and costs, have been paid in full to KENOSHA.

9.2 The payment of a claim by the buyer by bill of exchange or check only applies after cashing in and payment has taken place to KENOSHA without reservation.

9.3 In case of non-payment by the buyer, KENOSHA is permitted to retrieve the delivered products from the buyer. The buyer will at all times provide KENOSHA with the necessary opportunity to do so.

9.4 The buyer must store the goods subject to retention of title separately from the other goods, in order to be able to continue to distinguish the goods of KENOSHA.

9.5 As long as the delivered goods are subject to retention of title, the buyer may not dispose of, encumber, pledge or otherwise place them under the control of third parties outside his normal business operations. However, the buyer is not permitted to dispose of the goods in the context of his normal business operations at the time that the buyer has applied for a moratorium or the buyer has been declared bankrupt.

## Article 10

### **Payment**

10.1 Unless explicitly agreed otherwise in writing, invoices must be paid within thirty days of the invoice date in € (euros) or other agreed currency.

If not expressly agreed in writing or stated on the invoice, no payment discount applies.

All payments must be made without deduction or set-off to the accounts designated by KENOSHA or at the offices of KENOSHA.

10.2 The date of payment is the value date on which KENOSHA receives the payment. When paying by bank giro, the date of payment is the day of crediting the bank account of KENOSHA.

10.3 If the client does not pay within the agreed terms, he is deemed to be in default by operation of law and the contractor has the right, without any notice of default, to charge him interest at a percentage of 3 points above the legal applicable in the Netherlands from the due date. interest, as in art. 6: 119a and art. 6: 120 paragraph 2 Dutch Civil Code, as well as all judicial and extrajudicial costs related to the collection of his claim.

10.4 In the event that an order is executed in parts, KENOSHA is entitled to demand payment for the partial deliveries before making the other partial deliveries.

## Article 11

### **Warranty and Complaints**

11.1 All goods delivered by KENOSHA are guaranteed against manufacturing defects for a period of 6 months after delivery, unless otherwise agreed in writing, provided that the goods have been handled and stored properly. The products are not designed for: loads from traffic, wind, earthquakes, reaction forces and moments as a result of supports, accessories, pipes, etc., corrosion and erosion and long-term vibrations as well as decomposition of unstable liquids.

11.2 Any complaints must be submitted to KENOSHA in writing within eight days of receipt by the buyer. Defects that can only be discovered at a later stage (non-visible defects) must be reported to KENOSHA immediately upon discovery. As soon as these terms have been exceeded, the buyer is deemed to have approved the delivered goods and complaints will no longer be handled.

11.3 The assessment of complaints submitted by the buyer is exclusively reserved for KENOSHA. The return of products is at the expense and risk of the buyer and can only take place after prior written permission from KENOSHA.

11.4 If the buyer has timely reported a complaint to KENOSHA and the latter is of the opinion that the complaint is well-founded, KENOSHA will, at its option, either refund a proportional part of the purchase price, plus any transport costs incurred by the buyer, or the goods delivered free of charge. to be replaced or repaired.

11.5 Minor deviations in quality, quantity, size and finish and the like that are considered permissible in the trade or technically unavoidable cannot constitute grounds for complaints.

In the event that the buyer makes repairs or changes to the delivered goods himself, the buyer loses any right to claim against KENOSHA.

11.6 KENOSHA is never obliged to further compensation for any other direct, indirect and consequential damage.

## Article 12

### **Liability**

12.1 The liability of KENOSHA is expressly limited to the fulfillment of the warranty obligations described in these conditions.

12.2 Subject to the provisions of article 12.1, legal liability under mandatory legal provisions and except in the case of intent or deliberate recklessness, any liability of KENOSHA for any other form of damage is excluded, including any direct or indirect damage, consequential damage or damage due to lost profit.

12.3 KENOSHA is not liable for costs, damages and interests that may arise as a direct or indirect result of:

- Violation of patents, licenses or other rights of third parties as a result of use of information provided by or on behalf of the buyer;
- Exceeding the delivery time.

12.4 The buyer indemnifies KENOSHA against claims from third parties for compensation for damages for which KENOSHA is not liable under these conditions.

## Article 13

### **Intellectual property rights**

13.1 The offer made by KENOSHA, as well as the drawings, calculations, software, descriptions, models, tools and the like produced or provided by it, remain its property, even if costs have been charged for this. The intellectual property on the information embedded in or on which the manufacturing and construction methods, products, etc. are based, remains exclusively reserved to KENOSHA, even if costs have been charged for this. The client guarantees that the information referred to, except for the performance of the agreement, will not be copied, shown to third parties, made known or used other than with written permission from KENOSHA.

13.2 The buyer is not permitted to change the delivered products in whole or in part or to provide them with a different brand name or packaging, or to use the relevant brand in any other way or to register it in its own name.

#### Article 14

##### **Competent judge**

All disputes, including those disputes which are regarded as such by only one of the parties, which may arise between the parties as a result of an agreement to which the present terms and conditions apply in whole or in part, or as a result of further agreements, will be exclusively subject to are at the discretion of the competent court in the district where KENOSHA has its registered office, without prejudice to the authority of KENOSHA to submit the dispute to another competent court if desired.

#### Article 15

##### **Applicable law**

Dutch law applies exclusively to the legal relationship between the buyer and KENOSHA. The applicability of the Vienna Sales Convention is excluded.