

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

of Koot Metals B.V. and/or companies affiliated with Koot Metals B.V., located at Rondgang 17, NL-5311 PB Gameren
(Telephone: + 31 (0) 418 597 410), hereinafter referred to as:

Koot Metals B.V., for the purpose of determining the legal relationship between Koot Metals B.V. and its counterparties

Article 1: General

- Unless expressly agreed otherwise, these general terms and conditions apply to all agreements relating to goods and/or services supplied by Koot Metals B.V. in the course of its business activities, as well as to offers to enter into such agreements. However, agreements and offers to enter into agreements where Koot Metals B.V. acts as an agent for third parties are excluded. For such agreements, only the general terms and conditions of those third parties apply. Where these general terms and conditions refer to Koot Metals B.V., this shall also include companies affiliated with Koot Metals B.V.
- In these general terms and conditions, 'counterparty' means any party entering into an agreement as described in 1.1 with Koot Metals B.V., as well as any party negotiating, consulting or corresponding with Koot Metals B.V. about such an agreement.
- Deviations from these general terms and conditions and/or the application of the counterparty's own terms and conditions may only be invoked if such conditions have been expressly accepted in writing by Koot Metals B.V.
- The counterparty may never derive any rights from any lenient application by Koot Metals B.V. of these general terms and conditions.
- The counterparty unconditionally accepts the applicability of these general terms and conditions for all future agreements and offers to enter into agreements.
- Nullified or void provisions shall not affect the validity of the remaining provisions of these general terms and conditions. Any invalid or void provision shall be replaced by a valid provision that reflects as closely as possible the intent of the invalid or void provision.
- Koot Metals B.V. reserves the right to amend or supplement these general terms and conditions. Minor changes may be made at any time. If the counterparty does not accept a change, it may terminate the agreement up to the date on which the new conditions come into effect.

Article 2: Offer/Agreement/Price

- All offers (understood to mean proposals by Koot Metals B.V. to enter into an agreement as described in 1.1) are non-binding. Offers may contain a period for acceptance. After this period has expired, the offer automatically lapses.
- All prices are in euros and exclusive of VAT, import and export duties and other levies or taxes imposed by Dutch or foreign authorities. Prices are also exclusive of travel, accommodation, packaging, storage and transport costs, as well as loading and unloading charges and assistance with customs formalities.
- Images, measurements, weights, colours, technical specifications and the like in brochures, offers and agreements must be understood to allow for slight deviations within normal limits. Koot Metals B.V. is entitled to deliver up to 10% more or less than the agreed quantity.
- An agreement is concluded through the unconditional acceptance of an offer, by written order confirmation from Koot Metals B.V., or if Koot Metals B.V., with the counterparty's consent, has commenced performance (for example by delivery). The order confirmation issued by Koot Metals B.V. shall at all times be binding.
- The costs of any return and/or disposal of packaging are not included in the quoted or agreed prices.
- Koot Metals B.V. cannot be held to its offers if the counterparty can reasonably understand that the offer, or a part thereof, contains an obvious error or misstatement.

Article 3: Delivery

- Unless otherwise agreed, deliveries shall be made carriage paid to the address stated by Koot Metals B.V. in the offer or order confirmation, or failing that, to the last address of the counterparty known to Koot Metals B.V. The risk for the delivered goods transfers to the counterparty when Koot Metals B.V. makes them available to the counterparty.
- Partial deliveries are permitted.
- The delivery period commences on the date of the written order confirmation. The delivery period is approximate and shall not be a strict deadline, unless expressly agreed otherwise.
- The counterparty is obliged to accept the goods after the delivery period has expired. Goods not accepted will be stored at the expense and risk of the counterparty. The counterparty must cooperate fully to enable Koot Metals B.V. to make the delivery. Failure to comply will result in a penalty of €250 per day, up to a maximum of €25,000, without prejudice to Koot Metals B.V.'s right to claim compensation.
- If Koot Metals B.V. is unable to deliver fully, correctly and properly within the delivery period due to force majeure, it has the right to dissolve the agreement or to inform the counterparty of a reasonable period within which delivery will still take place, without Koot Metals B.V. being obliged to pay any form of compensation.
- Force majeure shall mean circumstances beyond Koot Metals B.V.'s control, such as war, threat of war, civil war, riots, malicious damage, fire, water damage, inaccessibility of certain areas, flooding, strikes, factory occupation, lockouts, import and export restrictions, government measures, machinery breakdowns, failure of computer equipment or software, cybercrime, disruption of digital infrastructure, interruptions in energy supply, whether at Koot Metals B.V. or at third parties from whom Koot Metals B.V. wholly or partly obtains materials or raw materials, as well as during storage or transport, whether managed internally or externally, and all other causes arising through no fault of Koot Metals B.V.

Article 4: Payment

- Payment must always be made within thirty days of the invoice date, in the invoiced currency, without any discount or set-off, either at Koot Metals B.V.'s office or by transfer to its bank account.
- Koot Metals B.V. is entitled to pass on any increase in cost price factors occurring after the conclusion of an agreement to the counterparty.
- Koot Metals B.V. retains ownership of delivered goods until the purchase price due, including any interest and collection costs as referred to in 4.3 and 4.4, has been paid in full. The counterparty hereby grants Koot Metals B.V. the right in advance to enter all locations where the delivered goods are located to exercise its retention of title and retrieve the goods.
- If the counterparty fails to pay within the agreed term, it shall be in default by operation of law, without any notice of default being required. From that moment, the counterparty shall owe Koot Metals B.V. interest equal to the statutory interest pursuant to Article 6:119 of the Dutch Civil Code plus two percentage points, as well as all costs incurred by Koot Metals B.V. in order to enforce compliance or termination of the agreement and/or claim damages. The extrajudicial collection costs shall be deemed to amount to at least 15% of the amount due and no less than €250.
- Notwithstanding any agreed payment terms, Koot Metals B.V. is at all times entitled to demand sufficient security for the proper fulfilment of the agreement by the counterparty, or to require advance payment or payment in cash upon delivery.
- If and insofar as there is any change to the credit limit that a credit insurer engaged by Koot Metals B.V. has set for the value of the goods and/or services to be delivered, and the credit insurance therefore no longer covers these goods and/or services, Koot Metals B.V. shall be entitled to terminate the agreement in whole or in part. Such termination shall not entitle the counterparty to claim any damages.

Article 5: Complaints

- Complaints regarding the quantities and qualities of goods delivered by Koot Metals B.V. must be notified in writing and with reasons within eight days of delivery. For defects that only become apparent upon use, the eight-day period shall commence when the counterparty becomes aware of the defect, or ought reasonably to have become aware of it. Complaints regarding invoices must be submitted in writing and with reasons within eight days of the invoice date. Failing this, Koot Metals B.V. shall be entitled to disregard the complaints.
- Complaints can only be made in respect of goods that remain in the condition in which they were delivered. This provision does not apply if the defect only becomes apparent upon processing.
- Complaints due to corrosion can only be made if the counterparty demonstrates that the goods were damp upon receipt.
- Complaints do not entitle the counterparty to suspend its payment or other obligations.
- If a complaint concerns part of the delivered goods, it shall not be a reason to reject the entire consignment, unless the entire consignment is rendered unusable as a result.
- If a complaint regarding delivered goods is justified, Koot Metals B.V. shall be obliged to do no

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more than replace the rejected goods at its own expense, or (at its discretion) to credit the counterparty for an amount equal to the price payable by the counterparty for the rejected goods.

Article 6: Warranty

- Koot Metals B.V. warrants the soundness of the new goods it supplies, provided that any complaints are notified in writing and with reasons in accordance with Article 5, and that all instructions from Koot Metals B.V. relating to the use of the goods have been properly, timely and fully followed. The warranty applies only to material defects or manufacturing faults.
- Defects resulting from improper or careless use, use for purposes other than that for which the goods are intended, or normal wear and tear are not covered by the warranty.
- If goods supplied by Koot Metals B.V. show defects within the warranty period that fall within the warranty, Koot Metals B.V. undertakes to replace the goods free of charge with new, similar goods or to refund the amount charged to the counterparty for the goods concerned. Koot Metals B.V. shall under no circumstances be obliged to compensate for any damage arising from defects in the supplied goods other than damage to the goods themselves.
- Under no circumstances does Koot Metals B.V. provide any warranty that extends beyond the warranty provided to Koot Metals B.V. by the manufacturer of the goods.

Article 7: Liability

- All liability for damage (particularly consequential damage) that is not covered by the warranty referred to in Article 6 is excluded, unless there is wilful misconduct or gross negligence on the part of Koot Metals B.V.
- Koot Metals B.V. shall not be liable for damage arising from inaccuracies in advice provided by or on behalf of Koot Metals B.V., or from inaccuracies in any design, drawing or model. Koot Metals B.V. may rely on the correctness and completeness of information and data provided by the counterparty.
- If Koot Metals B.V. should be liable, its liability shall be limited to the amount paid out by its insurer. If the insurer does not make a payment, liability shall be limited to a maximum of 15% (excluding VAT) of the order value of the relevant part or partial delivery. In the case of continuing performance contracts, the obligation to compensate damage shall be limited to a maximum of 15% (excluding VAT) of the fee payable for the twelve months preceding the event giving rise to the damage.
- The counterparty shall indemnify Koot Metals B.V. against all third-party claims for compensation of damage as referred to in 7.1.

Article 8: Cancellation and Dissolution

- A counterparty that cancels the agreement shall be obliged to fully reimburse the costs incurred and/or materials produced and/or purchased by Koot Metals B.V., including wages and social charges, at cost price. If necessary, the counterparty shall pay additional compensation by way of damages. The compensation shall amount to at least 20% of the agreed price.
- In the event of cancellation, the counterparty shall indemnify Koot Metals B.V. against any third-party claims resulting from the cancellation.
- The parties shall have the right to terminate the agreement with immediate effect if: I) the other party fails to comply with its obligations under the agreement, even after being given notice to do so; II) the other party is declared bankrupt, applies for suspension of payments, or is otherwise unable to freely dispose of its assets; or III) the other party ceases trading. If Koot Metals B.V. invokes this provision, it shall not affect its right to claim reimbursement of costs and damages.

Article 9: Intellectual Property

- Koot Metals B.V. retains all copyrights and other intellectual property rights to any samples, models, designs, methods and other intellectual products prepared and provided by it. The aforementioned materials may not be copied, reproduced, shown to third parties or otherwise used without Koot Metals B.V.'s permission.
- In the event of a breach of this article, the counterparty shall forfeit a penalty of €1,000 for each breach and €250 for each day the breach continues, up to a maximum of €2,500, without prejudice to any other rights that Koot Metals B.V. may invoke.
- If Koot Metals B.V. supplies computer software, the Client shall only acquire a non-exclusive, perpetual licence to use the software for normal use. The Client may not transfer the licence to third parties or grant a sub-licence.

Article 10: Confidentiality

- The Client shall be obliged to maintain confidentiality with regard to all information obtained in the context of this agreement which is known to be, or which the Client could reasonably understand to be, of a confidential nature.
- In the event of a breach of this article, the Client shall forfeit a penalty of €1,000 for each breach and €250 for each day the breach continues, up to a maximum of €2,500, without prejudice to any other rights that Koot Metals B.V. may invoke.

Article 11: Applicable Law and Disputes

- All agreements for the supply of goods and/or services by Koot Metals B.V. in the course of its business activities, as well as all offers to enter into such agreements, shall be governed exclusively by Dutch law.
- The Vienna Sales Convention and the Uniform Law on the International Sale of Goods (ULIS) shall not apply.
- All disputes arising from agreements concluded with Koot Metals B.V., or from offers to enter into such agreements, shall be settled exclusively by the competent court in the district of 's-Hertogenbosch.