

## SALES TERMS AND CONDITIONS OF SALE AND DELIVERY OF LUMACH B.V. (2023)

Deposited with the Chamber of Commerce Brabant, The Netherlands, Trade Registry No. 74637320 .

### Article 1: Definitions

- 1.1 These are the Sales Terms & Conditions ("Terms & Conditions ") of Lumach B.V. ("Seller") (Trade Registry number: 74637320). Seller and its subsidiaries ("groepsvennootschappen") are also referred to as 'we' and 'us'.
- 1.2 The counterparty is one or more legal and/or natural persons ("Buyer").
- 1.3 Seller and Buyer are hereinafter jointly referred to as "Parties".

### Article 2: Applicability

- 2.1 These Terms & Conditions apply to commercial Agreements whereby we sell or supply goods or services to Buyer ("Agreement"), as well as offers, orders and other relating legal acts between us and Buyer, to the exclusion of other terms and conditions.
- 2.2 If it transpires that one or more provisions of these Terms & Conditions are null or void ("nietig") or annulled ("vernietigbaar"), the remainder remains fully intact. In that case, Seller and Buyer are under a good faith obligation to conclude a replacement Agreement that approaches the original intent and content of the provisions that were null, void or annulled to the maximum extent lawful, without undue delay, insofar as legal and valid with retroactive effect to the date the Agreement was concluded.

### Article 3: Offer

- 3.1 All our offers, quotations, prices and conditions are non-binding, and expire by operation of law upon the expiration of 30 days of its date.
- 3.2 Any change, modification or qualification to the original offer represents a new offer, replacing the old one.
- 3.3 An offer or quotation expires if (part of) the materials or parts to which the offer or quotation relates to are no longer available after the offer or quotation has been made.
- 3.4 Apparent mistakes, omissions or errors in the offer or quotation or other communications from Seller will not bind Seller.

### Article 4: Acceptance

- 4.1 Requests can be made by Buyer by email, Whatsapp or telephone.
- 4.2 An Agreement is concluded exclusively if and when we have confirmed acceptance of an inquiry in writing to Buyer.
- 4.3 If Buyer makes an offer, an Agreement is concluded exclusively if and when we have accepted the offer in writing or by electronic means.
- 4.4 Deviations from and additions to the Agreement including these Terms & Conditions are only binding if agreed in writing or by electronic means. At Seller's request, Buyer shall pay any additional costs, charges and/or fees.

### Article 5: Prices

- 5.1 Our prices are net prices excluding: (a) VAT; (b) delivery costs; (c) service costs; (d) other government charges; (e) third party charges applicable to the Agreement (e.g. banking transaction costs).
- 5.2 Our prices are in EUR. Exchange rate spreads and related consequences are the sole risk of Buyer.

### Article 6: Cancellation

- 6.1 In the event that Buyer breaches any obligation under the Agreement, Buyer is in default and incurs immediately, without any further action or formality being required, and without the breach having to be attributable to Buyer, an immediately due and payable penalty of 10% of the sales price, with a minimum of EUR 1500 per good, without Seller having to prove any loss or damage, and without prejudice to any contractual or legal rights of Seller, including the right of Seller to claim full compensation of damages and/or the right of Seller to claim performance of the obligation. The statutory commercial interest regarding the penalty starts to accrue as soon as the penalty is due and payable.

### Article 7: Payment

- 7.1 Unless the Parties agree otherwise, upon acceptance of an order or inquiry by Buyer, Seller shall send Buyer a proforma invoice for the agreed sales price. The payment term of this proforma invoice is 1 day, unless otherwise agreed. This is a strict deadline.
- 7.2 In the event of late payment of the pro forma invoice, Seller is entitled to rescind ("ontbinden") the Agreement in whole or in part without incurring any liability. After Buyer has paid the pro forma invoice to Seller on time, Seller will send a final invoice.
- 7.3 Buyer is not permitted to invoke suspension of its obligations or to set off claims against its obligation to pay an invoice to Seller.
- 7.4 Complaints relating to invoices must be submitted to Seller in writing, stating reasons, within 1 day of the invoice date, failing which Buyer's rights in this regard shall lapse. Complaints do not suspend Buyer's payment obligation.
- 7.5 If payment is not received (on time) or in full, Buyer shall be in default without notice of default being required and all payment obligations of Buyer will fall due immediately, without prejudice to Seller's other rights, such as rights of suspension and retention. Also in this case any discounts or rebates Buyer may have stipulated shall lapse without notice of default being required. The Seller's bank account provides exclusive proof. Without prejudice to its statutory rights, Seller is entitled to claim 2% interest, or the statutory commercial interest rate if higher, on the total invoice amount each month from the invoice date. In addition, Buyer shall in that case owe all judicial costs actually incurred by Seller and also all extrajudicial costs set at a minimum of 15% of the principal amount.
- 7.6 If Buyer seeks to export goods sold for its own account and risk outside the European Union, Buyer must provide sufficient surety ("bankgarantie") to ensure delivery, to be repaid after the goods have been correctly electronically exported and deregistered. Unless otherwise agreed in writing, security shall be equivalent to the Dutch VAT for each good sold.
- 7.7 All payment obligations of Buyer are also immediately due and payable if Buyer is declared bankrupt, applies for or is granted suspension of payment, an application for the Buyer's receivership is pending, attachment is levied on (part of) Buyer's goods, or Buyer loses the management and/or disposition of all or part of his assets in any way, and furthermore if Buyer, if it is a general partnership or private limited liability company - is in liquidation or is dissolved.
- 7.8 Payments made by Buyer will first be applied to all interest and costs due and then to the invoices which have been outstanding the longest.

### Article 8: Delivery

- 8.1 The goods shall be delivered within the agreed period, which shall begin as soon as the pro forma invoice is paid. If no delivery period has been agreed upon, Seller shall inform Buyer when the goods will be delivered.
- 8.2 Delivery costs (including transport, shipment and other government charges) are for Buyer.
- 8.3 All deliveries shall be Ex Works (Incoterm 2020) at Seller's yard in Holten, unless otherwise agreed in writing.

- 8.4 Delivery dates and/or times do not qualify as final deadlines. Late delivery is no ground for suspension, dissolution, damages or other contractual sanctions.
- 8.5 If delivery is made including transport and/or shipment, that transport and/or shipment shall be for the account and risk of Buyer. This means that all costs relating to said transport shall be for the account of Buyer and Buyer shall bear the risk for loss, damage and non-timely delivery of the purchased goods and the risk that authorities charge unforeseen costs in connection with that transport, such as the costs for inspection of the delivery by the customs authorities. We hereby expressly exclude our liability for all damage that occurs during the (commissioned) loading and transport by us of goods to be transported and/or shipped by us, in those cases whereby the damage relates to the unsound lashing down of the cargo and/or any exceeding of the maximum axle load and mass of the equipment used for that transport and/or exceeding of the dimensions permitted for the transport and/or shipment.
- 8.6 If we agree to take responsibility for the transport and/or shipment of goods sold, the time and manner of delivery and delivery route shall be at our discretion. We shall only take out transport insurance if agreed expressly and in writing with Buyer. All related costs shall be for the account of Buyer.
- 8.7 At least 2 business days before the goods are due to be collected, Buyer must announce in writing whether the goods to be collected require transport insurance.
- 8.8 If Buyer fails to collect the goods within the agreed period or fails to offer us the opportunity to deliver the goods, Buyer shall be immediately in default and the goods will be stored for the account and risk of Buyer. If Buyer refuses to collect the goods within the period specified by us, we shall be entitled to suspend our obligations under the Agreement or to dissolve (“ontbinden”) the Agreement in whole or in part and to sell the goods, in a manner to be specified by us, without being required to pay any compensation. We are entitled to set off our claim against the revenue from the sale.
- 8.9 In the event of sale of a vehicle, Buyer shall be required to insure the vehicle from the moment of delivery.
- 8.10 All goods purchased must be taken up in their entirety. A down payment may not be used to pay for part of an order. Part deliveries are only possible on the basis of a written confirmed change to the order.
- 8.11 In principle, goods will be sold without registration and documentation. Buyer itself is responsible for assessing whether the registration, machine, vehicle and/or export documentation present or to be supplied by us are sufficient for import or for registration in the destination country. We are neither responsible nor liable in any way for such documentation.
- 8.12 If we are not in possession of registration, machine, vehicle and/or export documentation required by Buyer, and we are confident that this documentation will be obtained by us, we will specify an indicated date of arrival. If Buyer has purchased goods from us, and wishes to commission those goods before all documentation is available, this shall take place entirely at the risk of Buyer. Any damages suffered as a consequence may not be claimed against Seller. (Subsequent) delivery of the documentation in question shall be nothing more than a best effort obligation on the part of Seller.

#### Article 9: Conformity, complaints and limitation of actions

- 9.1 The goods including spare parts will be sold without any form of warranty and in the condition as seen as shown on the website. Buyer has the opportunity to view the goods at Seller’s yard before purchasing them.
- 9.2 Claims of non-conformity claimed by Buyer shall not be transferable to third parties. All complaints must be submitted to [administration@lumach.nl](mailto:administration@lumach.nl).
- 9.3 All rights and entitlements of Buyer relating to shortcomings in the goods sold, shall expire within 5 days after the shortcoming has become known to Buyer or Buyer could reasonably have become aware of it. All complaints should be submitted to [administration@lumach.nl](mailto:administration@lumach.nl) and should clearly specify the complaint.
- 9.4 All rights and claims of Buyer in respect of shortcomings in the goods sold shall also lapse if the Buyer does not complain within six months after those shortcomings became known to Buyer, and under all circumstances legal proceedings have to be initiated within one year following delivery of the goods sold.

#### Article 10: Product history

- 10.1 In recommending goods, we often base our statements on third party information and their appearance. In principle we do not check third party information for accuracy, and we do not conduct (technical) inspections. For example, we do not contact dealers to question the service history of a machine nor do we dismantle components to investigate overall (technical) condition. No rights may be derived by Buyer from errors or apparent mistakes in the information provided by us in any way.
- 10.2 At its own initiative, Buyer is entitled to attempt to trace product history, as referred to above. If required, we will provide our cooperation. The costs for such services shall be for Buyer.

#### Article 11: Retention of ownership

- 11.1 Delivery of goods under this Agreement or related agreement and other agreements between Parties always takes place under retention of ownership. The ownership of goods sold transfers to Buyer the moment it has paid all our outstanding invoices and has settled all our other claims (or, if this provision were ruled null and void, after Buyer paid the invoices corresponding with the delivery of those goods).
- 11.2 Buyer is obliged to treat the goods delivered under retention of title with due care and as the Seller’s recognizable property. Furthermore Buyer is obliged to keep these goods insured and is not allowed to pledge, process, transfer or hand them over to third parties. Upon Seller’s first request, Buyer shall allow Seller to inspect the insurance policy and the corresponding premium payment receipts.
- 11.3 As long as the delivered goods are subject to retention of title, Buyer is not authorized to pledge these goods in any way or to place them under the effective control of a financier. Buyer is obliged to immediately inform Seller in writing if third parties claim to have ownership or other rights to the goods subject to retention of title.
- 11.4 If Buyer fails to fulfil its obligations towards the Seller, the Seller immediately has the right to repossess the goods subject to retention of title. Insofar as necessary, Buyer shall grant Seller immediate access at its first request to buildings and/or land owned or managed by the Buyer so that Seller can repossess its property. All this without prejudice to Seller’s right to compensation of damages, loss of profit and interest and the right to dissolve (“ontbinden”) the Agreement without notice of default being required.

#### Article 12: Cancellation and Dissolution

- 12.1 Until the moment of delivery, Seller has the right to cancel the Agreement. If Seller cancels the Agreement, Buyer does not have any right to compensation from Seller. If Buyer has already paid (in part), we will refund the amount paid by Buyer for the relevant good(s) within a reasonable period of time.
- 12.2 Seller may without further notice of default being required or judicial intervention dissolve (“ontbinden”) the Agreement in whole or in part, without prejudice to the statutory termination options and other rights accruing to Seller and without being liable to Buyer for compensation, if:
- Buyer fails to fulfill an obligation under the Agreement;
  - Buyer is declared bankrupt, files for bankruptcy or files for bankruptcy;
  - Buyer applies for or is granted (provisional) suspension of payment or Buyer goes into liquidation;
  - the Buyer’s assets or any part thereof are seized;
  - the Buyer’s control is transferred to a party other than at the time the Agreement is concluded;
  - Buyer loses legal personality or wholly or partially shuts down, dissolves or liquidates its business;
  - Buyer actually ceases its business or actually terminates and/or has terminated its business activities;
- In the event of dissolution of the Agreement on account of the provisions of article 12.1 under a to g inclusive, Buyer shall reimburse all costs already incurred by Seller, including amongst others delivery, storage, insurance and garage costs.

#### Article 13: Suspension and right of retention

- 13.1 We have the right to suspend performance (including future part deliveries), if Buyer fails to comply with one or more of its obligations under the Agreement in full, in part and/or in time, or if circumstances brought to our attention give us good reason to fear that Buyer will not comply with its obligations in full, in part and/or in time, except as we are prohibited from doing so pursuant to mandatory law.
- 13.2 We may exercise the right of retention on all goods of Buyer to which implementation of the Agreement relates and which we actually have in our possession in the framework of the Agreement, if Buyer fails fully or partially to comply with the obligations under this Agreement or other agreements between Parties.
- 13.3 We are entitled to claim from Buyer all losses (including loss of interest) which we have suffered and the costs which we have been forced to incur in respect of care for the goods which we actually have in our possession (including garage and storage costs).

#### Article 14: Sale and exchange

- 14.1 If in the event of sale of a good in exchange for a good of Buyer, in advance of the delivery, and Buyer continues to use the good to be exchanged, Buyer shall be required to take due care of that good.
- 14.2 The good to be exchanged shall only become our property at the moment that we take actual possession of this good. Our Purchase Terms & Conditions apply to the purchase of that good by Seller from Buyer, to the exclusion of all other terms and conditions.
- 14.3 The good to be exchanged must be free from financing and other third party obligations.
- 14.4 If in our judgement at the moment that we take actual possession of the good, the good to be exchanged is no longer in the same condition as at the moment of establishment of the Agreement, we shall be authorized to refuse the exchange, and to demand payment of the agreed purchase price for the good or reassessment of the good to be exchanged, and to apply the value as at that moment.
- 14.5 If in our judgement the good to be exchanged demonstrates shortcomings which could only be observed following actual handover, but which according to objective yardsticks are proven to have already been present at the moment that the Agreement was established, Buyer must compensate us for any losses suffered by us, as a consequence. Loss shall be taken to include reduction in assessed value.

#### Article 15: Force majeure

- 15.1 In the event of Force Majeure, we have the right to dissolve (“ontbinden”) the Agreement in whole or in part in writing, without any entitlement to compensation accruing to Buyer.
- 15.2 For our part, Force Majeure shall include any circumstance arising beyond our power, as a result of which normal implementation of the Agreement is prevented. In all cases, such circumstances resulting in force majeure shall include: if production or delivery of a specific good is halted; if we have sold a good to Buyer that is still to be exchanged and as a result of circumstances not attributable to us, this good cannot be delivered to Buyer; loss, damage and/or delay during and as a result of transport, extreme absenteeism of personnel due to sickness, actions/measures by the customs authorities including (temporary) closure of certain geographical areas, fire, theft or other serious disruptions at our company or at our supplier(s), strike and/or illness of Seller's employees, traffic stagnation, natural disasters, war or mobilization, delivery shortages, staff shortages, flooding, power failure, internet failure, security incidents, corruption or loss of data, import and/or export impediments, whether intentional or not, as well as (obstructive) measures of any government, other accidents in the company of Seller as well as other circumstances that negatively affect the possibility of performance, all of which resulting in the situation that (further) performance of the Agreement cannot reasonably be required of Seller.
- 15.3 If the manufacturer, importer or supplier makes modifications or (construction) changes to one or more goods, we reserve the right to deliver the changed good(s), on condition that the changed good(s) possesses at least the normal user characteristics of the original good(s) and in the event of special user characteristics, if and in as much as duly agreed between us and Buyer.

#### Article 16: Liability

- 16.1 Seller shall solely be liable for damages accrued to the delivered good(s) itself (property damage). Seller is not liable for consequential damages including in any case trading loss, loss of turnover, loss of profit, (replacement) rent or costs or third party costs, fines and costs or damage to other items.
- 16.2 If the Seller is liable to the Buyer, Seller's liability is limited to the amount of the sales price of the good(s) causing damage, with a maximum of €5,000.
- 16.3 Buyer shall indemnify the Seller, in respect of all claims by third parties for compensation of damages, losses and other costs caused by any failure on the part of the Buyer in its relationship with the Seller under the Agreement and/or the Terms & Conditions.
- 16.4 At the risk of forfeiting any claim against the Seller, the Buyer is obliged to take measures to limit the damages immediately after the discovery of the (willful) defect in consultation with the Seller.
- 16.5 The limitations of liability as mentioned in this article do not apply in the event that the damage is caused by gross intent and/or willful recklessness on the part of Seller or one of Seller's managerial subordinates.

#### Article 17: Precedence

- 17.1 The Agreement shall prevail in case of conflict with these Terms & Conditions.

#### Article 18: Data processing

- 18.1 We process data Buyer provides to us, including personal data, for commercial purposes. Buyer hereby confirms and grants us the right to process this data, either by ourselves or by our subprocessors. Parties furthermore agree this processing is necessary in terms of the legal relationship. Insofar as legally required under the GDPR or implementing legislation, Buyer will initiate negotiations with Seller to conclude a separate neutral personal data processing Agreement.
- 18.2 Our goods may be equipped with software that processes data.
- 18.3 Buyer holds Seller harmless and indemnifies it against all third party fines, charges and claims.

#### Article 19: Sanctions

- 19.1 Buyer guarantees it will not resell any goods purchased from Seller to parties appearing on the current European Union sanction lists or the OFAC Specially Designated Nationals And Blocked Persons List (SDN).
- 19.2 Buyer shall indemnify Seller with respect to all possible fines, claims and costs brought or imposed by third parties against Seller resulting from a violation of article 19.1 by Buyer.

#### Article 20: Applicable law, competent court and choice of forum

- 20.1 All Agreements entered into with us and all other legal relationships between us and Buyer are governed exclusively by Dutch law, including for matters of international private law.

- 20.2 In the event the Buyer is established in a country within the European Union, Denmark, Switzerland, Sweden, Norway or Iceland, all disputes in connection with the Agreement shall be submitted exclusively to the competent court of the District Court of Oost-Brabant, location 's-Hertogenbosch.
- 20.3 If the Buyer is not established in one of the countries as referred to in article 20.2, all disputes in connection with this Agreement shall be exclusively settled by arbitration by the Netherlands Arbitration Institute (NAI) in accordance with the NAI Arbitration Regulations as they read 3 months prior to the conclusion of the Agreement, whereby:
- (a) the arbitral tribunal shall consist of (i) one arbitrator in a dispute with a financial interest not exceeding €250,000 (in words: two hundred and fifty thousand euros) or (ii) three arbitrators in a dispute with a financial interest exceeding €250,000 (in words: two hundred and fifty thousand euros); and
  - (b) the arbitral tribunal is appointed from the arbitrators listed in the NAI arbitrators list; and
  - (c) the place of arbitration shall be Amsterdam, the Netherlands; and
  - (d) the arbitral proceedings shall be conducted in the English language; and
  - (e) the arbitral tribunal shall decide in accordance with the rules of law.