

filed with the Chamber of
Commerce under number 57630585

1 Scope of application and definitions

- 1.1 The following recurring terms are used in these general terms and conditions:
 - a. MBS: the private company MBS Turbo Holland B.V., registered in the Trade Register of the Chamber of Commerce under number 57630585, having its registered office and its place of business in Zwijndrecht;
 - b. Client: the contractual other party of MBS, the party with whom the agreement for the delivery of goods and/or the supply of services is concluded;
 - c. Agreement: the agreement by and between MBS and the client;
 - d. Services: inter alia design, installation, assembly, commissioning, maintenance and/or consultancy activities, by any name whatsoever.
- 1.2 These terms and conditions are applicable to any and all offers, any and all obligations and legal relationships, by any name whatsoever, between MBS and the client, in pursuance of which MBS delivers goods and/or supplies services, hires out and/or otherwise makes goods and/or services available to the client, from the moment that the client requests MBS for an offer, or MBS issues an offer, whether or not requested. Agents and distributors to whom MBS issues offers and with whom MBS enters into obligations and legal relationship, by any name whatsoever, are put on par with the client.
- 1.3 The client cannot rely on different terms and conditions, customs or practices.
- 1.4 These general terms and conditions always prevail over different terms and conditions or stipulations of the client or third parties.
- 1.5 In case of a discrepancy between the content of the agreement and these general terms and conditions, the provisions of the agreement shall prevail.
- 1.6 If a provision of these general terms and conditions is invalid or nullified then the other provisions of these general terms and conditions shall remain in full force and effect and MBS and the client shall enter into discussions in order to agree on new provisions to replace the invalid and/or nullified provisions, in the course of which the objective and the scope of the invalid and/or nullified provisions shall be observed as much as possible.

2 Offer and acceptance

- 2.1 Any and all offers that are issued by MBS are subject to contract. MBS is entitled to revoke its offer up to the moment that the agreement is implemented, and in any case up to two working days after the acceptance has reached the same.
- 2.2 If the client supplies information to MBS then MBS can assume the correctness and completeness of the same and it shall base its offer on it.
- 2.3 A contract for the delivery of certain goods and/or the supply of certain services, also including the acceptance of an offer, must take place in writing.
- 2.4 The prices mentioned in the offer are expressed in euros, exclusive of turnover tax and other official duties or taxes. The prices are moreover exclusive of travelling, subsistence, packaging, storage, and transport expenses as well as expenses for loading, unloading, and cooperation in customs formalities.

3 Recommendations and supplied information

- 3.1 The client cannot derive any rights from recommendations and information of MBS that are not directly related to the agreement.
- 3.2 The client shall lend any and all necessary cooperation that is required for the proper implementation of the agreement, including the supply of any and all required data, information, and particulars. The said information also includes specific quality requirements of the client

and, at the request of MBS, the proposed application of the products to be delivered by MBS. If MBS suspects that the products or services to be delivered or supplied by the same shall be applied for unlawful or improper purposes then MBS shall be entitled to suspend the implementation of the agreement.

- 3.3 The client indemnifies MBS against each and every claim of third parties with regard to the use of recommendations, drawings, calculations, designs, materials, brands, models, and the like supplied by or on behalf of the client. The client shall reimburse MBS for any and all damages incurred by the same, including costs incurred for the defence against the said claims.

4 Delivery time of goods and services

- 4.1 The indicated delivery time of goods and services is indicative.
- 4.2 The delivery time takes effect when agreement has been reached about all commercial and technical details, all information, including definitive and approved drawings and the like, is in possession of MBS, the stipulated payment (instalment) has been received, and the other conditions for the performance of the contract have been met.
- 4.3 If there is question of:
- a. Other circumstances than known to MBS when it indicated the delivery time then the delivery time shall be extended by the time that MBS requires, in consideration of its planning, to perform the contract under the said circumstances;
 - b. Contract extras then the delivery time is extended by the time that MBS requires, in consideration of its planning, to perform the said contract extras;
 - c. Suspension of obligations by MBS then the delivery time is extended by the time that it, in consideration of its planning, requires to perform the contract after the suspension has expired.
- 4.4 Barring evidence to the contrary by the client, the duration of the extension of the delivery time is assumed to be the consequence of a situation as intended in article 4.3 under a up to and including c.
- 4.5 The client is held to pay MBS for any and all costs or damages that it incurs as a result of a delay in the delivery time.
- 4.6 An overstepping of the delivery time shall by no means entitle the client to claim compensation or rescission. The client indemnifies MBS against potential claims of third parties as a result of an overstepping of the delivery time.

5 Delivery of goods

- 5.1 The delivery of goods takes place ex works, after MBS has informed the client that the goods are available to the client.
- 5.2 If goods must be delivered at or on the premises of the client then the transport takes place at the risk and expense of the client. The delivery location must be accessible to the means of transport used by or on behalf of MBS in a normal manner. Delivery takes place at the entrance, unless stipulated otherwise.
- 5.3 Delivered goods are from delivery always at the risk of the client.
- 5.4 If the client wants to exchange the delivered goods and the client retains the exchangeable good in its possession until the new good is delivered then the risk of the exchangeable good shall remain vested in the client up to the moment that it has transferred the possession to MBS. If the client cannot return the exchangeable good in its condition upon the conclusion of the agreement then MBS can rescind the agreement.

6 Scope and performance of services

- 6.1 The client ensures that any and all permits, exemptions, and other required decisions that are required for the performance of the services were obtained in a timely fashion. On demand of MBS the client is held to send a copy of the said documents to MBS.
- 6.2 Unless stipulated otherwise in writing, the work does not comprise:
- a. Paintwork and repair work;
 - b. The realisation of connections to gas, water, electricity, internet or
 - c. other infrastructural facilities;
 - d. Measures to prevent or limit damages to or theft or
 - e. loss of goods present on or at the work location;
 - f. Disposal of materials, building materials or waste;
 - g. Vertical and horizontal transport.
- 6.3 The services offered by MBS are performed from its workshop in Zwijndrecht. The services can, however, at the request of the client be performed at a location other than the workshop of MBS. MBS may or may not accept this kind of request.
- 6.4 The client shall, if the services must be performed at a location other than the workshop of MBS, at its own risk and expense provide for the following for the benefit of the implementation of the agreement:
- a. The approved hoisting equipment, scaffolding, ladders, steps required for the performance, including assembly and similar tools;
 - b. The supply and disposal of fuels, other auxiliary materials including - inter alia - required special tools, pressurised air, gas, water, electricity, diesel oil and petrol, supply and disposal pipes, telecommunication, and the connection points required for the aforementioned items;
 - c. A dry, heated, illuminated and individually lockable area of sufficient size by way of accommodation for the relevant workers, as well as a similar area for the storage of the materials to be processed or used and of the personal belongings of the workers, all in the direct vicinity of the place where the agreement is implemented;
- 6.5 The client shall always need to provide for good and constant accessibility of the location(s) where the agreement must be implemented.
- 6.6 If MBS agreed on the performance of services in the course of which staff of MBS or of third parties shall be deployed at the business premises of the client then the client shall provide for adequate (safety) clothing and equipment as also for the provision of the necessary safety instructions and for the supervision of compliance with the said instructions. The client shall indemnify MBS against any and all claims that a member of staff of MBS or a third party who was deployed at the business premises of the client may have, whether or not on account of employer's liability (Section 658 of Book 7 of the Dutch Civil Code), in respect of MBS as a result of an industrial accident that happened to him.
- 6.7 The client bears the risk and shall be liable for damages to and theft or loss of goods of MBS, the client and third parties, e.g. tools, materials designated for the work or equipment used at the work, that are located on or near the location where the activities are performed or at another stipulated location.
- 6.8 Without prejudice to the provisions set forth in this article, the client is held to take out adequate insurance against the risks as intended in this article. On demand, the client must send a copy of the relevant insurance(s) and proof of payment of the premium. If there is question of damages then the client is held to forthwith report this to its insurer for further processing and settlement.

7 Contract extras

- 7.1 If MBS, on demand or with prior consent of the client, performs activities or delivers performances that fall outside the content or scope of the stipulated services (contract extras) then the said activities or performances shall be paid to MBS by the client according to the

common rates of MBS. MBS is, however, not held to comply with this kind of request and may require that a separate written agreement is concluded for it.

- 7.2 If the client refuses to have contract extras performed that are, at the expert discretion of MBS, required then the warranty as intended in article 10 expires.
- 7.3 The following does, in any case, result in contract extras:
- a. There is question of a change in the design or the specifications;
 - b. The information supplied by the client is not in accordance with the reality;
 - c. The estimated quantities deviate by more than 5%;
 - d. There is question of a delay that is at the risk and expense of the client, for instance because the client exercised insufficient care in respect of the goods as intended in article 6.4, and the staff or third parties deployed by MBS during the performance of services on location cannot start the said services and consequently incur waiting hours.
- 7.4 The client accepts that due to activities as intended in this article the stipulated time of completion of the services, and the mutual responsibilities of the client and MBS, may be affected.

8 Delivery (completion) of services

- 8.1 The delivery (completion) of services always requires approval of the client.
- 8.2 MBS can, at the request of the client, perform additional tests to check if the work complies with the requirements that derive from the agreement. The tests are performed in conformity with the relevant guidelines.
- 8.3 Services are deemed to be completed if:
- a. The client has approved the result of the performed services after inspection;
 - b. Fourteen (14) days have expired since the day that MBS informed the client in writing that the services were completed and no written comments or complaints were received from the client in respect of the result of the performed services or the client failed to inspect or test (have tested) the result of the performed services within the said period of time;
 - c. The client commissioned the good that derives from the performed services, in connection with which in case of commissioning of a part the said part is deemed to be completed; or
 - d. The client does not approve the work on the basis of small defects or missing parts that can be remedied or delivered within thirty (30) days and that do not oppose commissioning of the work.
- 8.4 The absence of a part that must be delivered by a third party supplier is not a reason to consider the services not to be completed.
- 8.5 If the client does not approve the results of the performed services then the client is held to inform MBS accordingly in writing with reference to the reasons. The client must give MBS the opportunity to yet complete the work.
- 8.6 The client indemnifies MBS against claims of third parties for damages to non-delivered parts of the work caused by the use of already delivered parts of the work.

9 Force majeure

- 9.1 MBS is not held to comply with any obligation pursuant to the agreement if it is prevented from doing so due to force majeure.
- 9.2 Force majeure is understood as everything that occurs beyond the reasonable control of MBS including, but not limited to: fire; (threat of) war; (threat of) terrorism; cyber criminality; wild or organised industrial action; blockades; riots or other disturbances; fuel shortage; energy shortage; transport restrictions; industrial accidents; weather conditions; natural disasters, including flooding; earthquake; epidemics; quarantine measures; restrictions when granting permits; theft or loss of tools, materials or information or failing or late compliance with

obligations by suppliers, contractors and transporters or other parties on whom MBS depends.

- 9.3 MBS is entitled to suspend compliance with its obligations and to extend the stipulated time limits as soon as force majeure occurs and it is (temporarily) hindered from complying with its obligations in respect of the client. If there is question of force majeure and compliance is or becomes permanently impossible or if the situation of force majeure has continued for more than six months then MBS is authorised to rescind the agreement either in whole or in part.
- 9.4 In case of force majeure on the part of MBS the client is not entitled to claim rescission of the agreement. Nor is the client entitled to compensation for the damages incurred or yet to be incurred as a result of the force majeure, suspension or rescission within the meaning of this article.
- 9.5 In case of force majeure MBS shall make an effort to find a solution to meet the need of the client for the good and/or the service. MBS shall be entitled to charge the additional costs, related to the delivery of the good and/or the supply of the service to the client, to the client despite the situation of force majeure.

10 Warranty

- 10.1 Any and all goods delivered and/or services supplied by MBS must be used in accordance with the instructions and/or the user manual supplied by MBS. In case of doubt about the application or use, the client must address the specialists available at MBS.
- 10.2 Unless stipulated otherwise in writing or if a situation as intended in article 7.2 arises, MBS warrants, in consideration of the restrictions outlined below, the solidness and quality of the goods delivered and/or the services supplied by the same as well as the performance to the best of its ability of services performed by the same during a period of at most one (1) year after delivery (completion).
- 10.3 MBS does not provide a warranty, unless stipulated otherwise in writing, on:
- goods and/or services that were not delivered and/or supplied by MBS or by the maker / manufacturer of the relevant parts or materials;
 - goods that, at the expert discretion of MBS, must be repaired.
- 10.4 The warranty for delivered goods and/or supplied services is limited to material, manufacturing and construction errors.
- 10.5 If the stipulated performance is not satisfactory (was not performed satisfactorily) then MBS shall make the choice, within a reasonable period of time, to yet deliver it satisfactorily in conformity with the agreement or to credit the client for a proportionate part of the contract sum.
- 10.6 If MBS opts to yet deliver the stipulated performance satisfactorily then it determines the manner and the time of performance. Parts or materials that are repaired or replaced by MBS must be supplied by the client. If MBS delivered the parts or materials that must be repaired or replaced then MBS shall make an effort to have alternative parts or materials delivered.
- 10.7 Not included in the warranty are defects that are the result of:
- Normal wear and tear;
 - Injudicious or incorrect use;
 - Failing or incorrect maintenance performed by the client;
 - Installation, assembly, change or repair by the client or by third parties;
 - Defects of or unsuitability of goods originating from, or prescribed by, the client;
 - Defects of or unsuitability of materials or tools used by the client.
- 10.8 The following costs are always at the expense of the client:
- Transport or shipment charges;
 - Costs for disassembly and assembly;
 - Travelling and subsistence expenses and travelling hours.

- 10.9 Complaints must be filed in writing and as soon as possible, however at the latest 14 days after delivery (completion), installation and/or conclusion of the activities, goods and/or services or - in case of invisible defects - within 14 days after the defects could reasonably have been detected, however in any case at the latest within 14 days after the expiry of the warranty period.
- 10.10 An overstepping of the time limit as intended in the previous paragraph results in forfeiture of any and all claims in respect of MBS related to the warranty obligation.
- 10.11 If MBS and the client agreed on different warranty conditions then this article remains in full force and effect, unless this is at odds with the said different warranty conditions.

11 Liability

- 11.1 The liability of MBS on account of the agreement is expressly limited to the warranty obligation outlined in the previous paragraph. Each and every additional or alternative compensation in any form whatsoever, as well as compensation for trading losses or commercial damages, which shall also include consequential damages, damages to property in the care, custody or control but not owned by the insured party, and damages as a result of intent or intentional recklessness of auxiliary persons or non-managerial subordinates of MBS, is excluded.
- 11.2 If MBS can, for any reason whatsoever, not rely on paragraph 1 of this article then MBS shall only and exclusively be liable for personal injury or property damage occurring during or as the direct result of the implementation of the agreement or as the direct result of defective goods up to at most the damages for which MBS is insured pursuant to insurance taken out by the same. The scope of the obligation to pay compensation for damages on any ground whatsoever shall never exceed the amount that is, as the occasion arises, paid out pursuant to the said insurance.
- 11.3 If MBS can, for any reason whatsoever, not rely on paragraphs 1 and 2 of this article then the obligation to pay compensation for damages shall be limited to at most 15% of the total contract sum, excluding VAT. If the agreement consists of components or sub-deliveries then the said obligation shall be limited to at most 15%, excluding VAT, of the contract sum of the said component or the said sub-delivery from which the damages derive. In case of continuing performance agreements the obligation to pay compensation for damages shall be limited to at most 15%, excluding VAT, of the payable contract sum over the last twelve months prior to the harmful event.
- 11.4 MBS shall not be held to pay compensation for damages to material supplied by or on behalf of the client as a result of an improperly performed processing operation.
- 11.5 The client is held to take out adequate insurance for the damages as intended in this article for which MBS cannot be held liable.
- 11.6 The client indemnifies MBS against any and all claims of third parties on account of product liability as a result of a defect of a product that was delivered by the client or a third party and of which the goods delivered or services supplied by MBS are part. The client is held to compensate MBS for any and all damages incurred in connection therewith, including the (complete) costs of defence.

12 Invoicing and payment

- 12.1 Payment takes place cash upon delivery, or at the latest thirty (30) days after the date of the invoice, unless indicated otherwise on the invoice.
- 12.2 If the client does not comply with its payment obligation then the client is held to, in lieu of payment of the stipulated amount, comply with a request of MBS for a transfer in lieu of payment.

- 12.3 The client is by operation of law in default if the invoice amount was not paid or not in full on the stipulated date or, failing the same, within thirty (30) days after the date of the invoice. As the occasion arises, MBS shall, without a notice of default being required, be entitled to charge interest equal to the statutory commercial interest to the client effective from the due date as well as any and all judicial and extra-judicial costs related to the collection of its claim equal to 15% of the invoice amount.
- 12.4 Any and all amounts charged to the client must be paid without discount or deduction. The right of the client to settle its claims in respect of MBS or to suspend compliance with its obligations is excluded.
- 12.5 MBS is authorised to settle its debts to the client with outstanding claims of the client.
- 12.6 If MBS is put in the right, either entirely or predominantly, in legal proceedings then any and all costs incurred by MBS in connection with the said proceedings shall be at the expense of the client.

13 Securities

- 13.1 Irrespective of the stipulated payment conditions, the client is held to, on demand of MBS, at the discretion of the latter, provide sufficient security for payment. If the client does not comply with this within the imposed time limit then he shall immediately be in default. As the occasion arises, MBS shall be entitled to rescind the agreement and recover its damages from the client.
- 13.2 MBS remains the owner of delivered goods as long as the client:
- Did not comply with its obligations pursuant to an agreement with MBS;
 - Did not pay claims that derive from non-compliance with the aforementioned agreements, e.g. damages, penalties, interest and costs.
- 13.3 The client can exclusively use and/or consume the goods delivered subject to reservation of title in the context of its normal business operations. Until the client complied with its obligations as intended in the previous paragraph, the client shall not be entitled to transfer the title of goods delivered by MBS to a third party or to encumber them with a limited right. This clause has effect under property law.
- 13.4 In case of non-compliance with these obligations MBS shall, without prejudice to its other rights and obligations, without further notification or notice of default, always be entitled to take back (have taken back) the goods from the location where they are located, the latter completely at the expense of the client.
- 13.5 If the client, after the goods have been delivered to the client by MBS in conformity with the agreement, complied with its obligations then the reservation of title in respect of these goods revives if the client does not comply with its obligations pursuant to an agreement concluded later.

14 Intellectual property rights

- 14.1 Unless expressly stipulated otherwise in writing, any and all intellectual or industrial property rights on software, equipment and/or other goods, information and/or other data, e.g. analyses, (technical) documentation, drawings and models, developed and/or made available during the preparation and/or implementation of the agreement are exclusively vested in MBS.
- 14.2 The client declares and warrants in respect of MBS that with the preparation and/or implementation of the agreement the client does not infringe rights of third parties. The client indemnifies MBS against any and all claims in connection therewith and shall compensate MBS for any and all damages that result from this kind of infringement and that are charged to MBS or to the party that relies on the said right.
- 14.3 Any and all drawings, models, (technical) information, computer programs, or other carriers of information as well as the specifications and any and all goods that were made available to the

client by MBS before or during (the preparation of) the implementation of the agreement shall always remain the property of MBS and shall be returned to MBS by the client after implementation of the agreement.

15 Transfer of rights or obligations

- 15.1 The client cannot transfer or pledge rights or obligations on account of an article pursuant to these general terms and conditions or the underlying agreement(s), barring with prior written consent of MBS. This clause has effect under property law.

16 Termination or cancellation of the agreement

- 16.1 The client is not authorised to terminate or cancel the agreement, unless MBS agrees with this. In case of consent of MBS the client shall, on demand of MBS, if MBS has already started the implementation of the agreement, be liable to pay an immediately claimable compensation to MBS equal to the stipulated price, minus the savings that derive from the termination on the part of MBS. The compensation amounts to at least 20% of the stipulated price.
- 16.2 If the price depends on the costs actually incurred by MBS (cost-plus basis) then the compensation as intended in the first paragraph of this article is estimated at the sum of the costs, labour hours and profit that MBS was expected to realise in respect of the entire contract.
- 16.3 Without prejudice to potential further terms and conditions stipulated in writing (a.) MBS can terminate the agreement either in whole or in part, without a notice of default and without judicial intervention being required, with immediate effect by means of a written notice, and (b.) the amount payable by the client on account of the agreement with MBS immediately falls due if the client is granted - whether or not provisional - suspension of payment, if a winding-up petition in respect of the client is filed, in case of an attachment or imminent attachment at the client on goods in or on which goods of MBS are located or if its business is being liquidated or discontinued other than on account of a restructuring or merger of businesses or if an application was filed for the client for application of the debt management scheme pursuant to Section 284 of the Dutch Bankruptcy Act. MBS shall never be liable to pay any compensation on account of the said termination.
- 16.4 In all instances where the agreement comes to an end (early) pursuant to a provision of it or through judicial intervention, it continues governing the legal relationship between MBS and the client to the extent that this is required for the relevant settlement.
- 16.5 In case of an attachment or imminent attachment at the client on goods in or on which goods of MBS are located, the client is held to inform MBS accordingly by telephone and in writing.

17 Prescription

- 17.1 Each and every claim right and/or defence in respect of MBS prescribes after the mere expiry of a period of one (1) year after the occurrence of the claim.

18 Confidentiality

- 19 Barring prior written consent of MBS the client is held to keep any and all data that are directly or indirectly obtained in connection with the contract, in the broadest sense of the word, confidential.

20 Applicable law and competent court

- 20.1 The agreement between MBS and the client is governed by Dutch law.
- 20.2 The Vienna Sales Convention (CISG) is not applicable, nor is any other international scheme of which exclusion is permitted.

20.3 Any and all disputes that derive from the agreement and/or these general terms and conditions shall exclusively be brought to the cognisance of the court in Rotterdam. MBS can deviate from this rule of jurisdiction and apply the statutory rules of jurisdiction.