

GENERAL TERMS AND CONDITIONS OF SALE BURKERT BENELUX B.V.

General Terms and Conditions of Sale for Burkert Benelux B.V., a private limited company registered in Breda, with offices in Breda, Minervum 7220, registered with the Chamber of Commerce under reference 30038990, as filed with the Chamber of Commerce on 9 February, 2022.

I GENERAL PROVISIONS

1 VALIDITY

1.1 These General Terms and Conditions of Sale (hereinafter: "Conditions of Sale") apply to all offers and quotes from Burkert Benelux B.V. (hereinafter: "Burkert"), to any agreement (hereinafter: "Agreement") between Burkert and the party with which the Agreement has been entered into (hereinafter the "Contracting Party") and to all other legal relationships between Burkert and the Contracting Party.

1.2 Clauses varying from the Terms and Conditions of Sale are only valid where they have been accepted in writing by Burkert and are valid only for the Agreement for which the variation was agreed. This is notwithstanding the right of either party to cite reasonableness and fairness (Article 6:248 of the Dutch Civil Code) and unforeseen circumstances (Article 6:258 of the Dutch Civil Code).

1.3 Burkert is entitled to amend these Terms of Sale at its own discretion.

1.4 Any reference to a Contracting Party's general terms and conditions (of purchase) is specifically excluded, so consequently these do not apply between Burkert and the Contracting Party.

1.5 Should any provision in these Terms and Conditions of Sale be held ineffective in whole or in part at any time or be declared null and void, the remaining provisions in these Terms and Conditions of Sale shall continue to be fully effective. Burkert and the Contracting Party will then hold discussions, in order to agree new provisions to replace those found to be void or ineffective, taking into account as far as possible the purpose and intent of the original provisions.

2 QUOTES, ENTERING INTO EFFECT AND AMENDMENTS

2.1 All offers and quotes from Burkert are without obligation, except where stated otherwise in writing. Information in brochures, price lists and information published online is non-binding, subject to typing and printing errors and may be modified by Burkert without prior notice.

2.2 Samples, models, drawings, colours, sizes and the like are shown or provided by Burkert for illustration only, the goods to be delivered by Burkert not having to match these exactly, except where stated otherwise in writing.

2.3 Any offer or quote is based on Burkert performing the Agreement in normal circumstances and during normal working hours, except where agreed otherwise in writing.

2.4 The Agreement with Burkert becomes effective upon an offer or quote being accepted by the Contracting Party and Burkert subsequently confirming the details of the Agreement with an order confirmation or upon Burkert starting to perform the work, or alternatively instructing third parties to do so. Where no written Agreement exists, the invoice is deemed to reflect the details of the Agreement accurately and in full.

2.5 Where Burkert and the Contracting Party have agreed on an amendment to the Agreement, Burkert may recover any associated costs resulting from the amendment from the Contracting Party. In the event of amendments to the Agreement between Burkert and the Contracting Party, Burkert is furthermore entitled to extend lead times, where necessary, in order to meet the amended delivery requirements.

2.6 Additional work is considered to be anything Burkert supplies by agreement with the Contracting Party, whether or not in writing, while carrying out the Agreement and exceeding the quantities set out in the Agreement, or beyond the work/service provision/etc. specifically set out in the Agreement.

2.7 Burkert is entitled to engage third parties when carrying out the agreement.

2.8 The Contracting Party is required to provide Burkert promptly and fully with any information which it knows or should have known is necessary for carrying out the Agreement. This also applies throughout the time Burkert is carrying out the Agreement.

3 PRICING

3.1 All prices are exclusive of VAT and any other duties and taxes which are or may be imposed by the government. Except where stated otherwise in writing, prices do not include the costs of transport, assembly, testing and commissioning.

3.2 Where, once the Agreement has become effective, one or more cost price factors increases – even where this is the result of foreseeable circumstances – Burkert is entitled to pass those cost increases on to the Contracting Party.

3.3 Where there is additional work as described in clause 2.6 of these Terms and Conditions of Sale, the same prices will be used as set out in the Agreement, should Burkert be entitled to adjust the relevant pricing in accordance with clause 3.2 of these Terms and Conditions of Sale.

4 DELIVERY, TRANSFER OF RISK, THIRD PARTIES

4.1 Except where agreed otherwise in writing, the agreed lead time commences on the day that Burkert has confirmed the order in writing and the Contracting Party has done everything required for carrying out the Agreement properly. Lead times are never strict deadlines, but simply estimated delivery times.

4.2 Burkert is entitled to carry out the agreement in stages, and to invoice separately for each stage completed.

4.3 Where the agreement is being carried out in stages, Burkert may postpone working on aspects which are part of a later stage until the Contracting Party has approved/accepted the results of the preceding stage in writing.

4.4 All deliveries are made as standard "Delivered At Place" (DAP Incoterms 2020), except where agreed otherwise in writing.

5 POSTPONEMENT AND RETENTION

5.1 Should the Contracting Party exceed any payment terms or fail to meet its obligations under the Agreement, Burkert is entitled in turn to delay meeting its obligations until the Contracting Party has met all its obligations or has provided sufficient security for this. Property belonging to the Contracting Party in the possession of Burkert at such time may be retained by Burkert until the Contracting Party meets its obligations under the Agreement. Burkert shall be entitled to recover all reasonable costs (including but not limited to storage fees) which they may incur in connection with this.

5.2 Burkert is also entitled to exercise the rights referred to in clause 5.1 of these Terms and Conditions of Sale where it has reason to believe that the Contracting Party may not meet its obligations in full towards Burkert. In such circumstances, Burkert may require the Contracting Party to provide adequate security first, before being required to perform its obligations.

6 PAYMENT

6.1 Payment must be made no later than by the date shown on the invoice. Where no payment date is shown on the invoice, payment terms of 30 days following issue date apply. Payment terms are a strict deadline. Under no circumstances is the Contracting Party entitled to delay, set off or otherwise withhold payment.

6.2 Where payment is not made on time and in full, the Contracting Party will automatically be in default in law, without notice of default being necessary, as a result of which the Contracting Party will be liable for contractual interest of 1.5% per month (or part thereof) as well as out of court recovery costs amounting to at least 15% of the sum due.

6.3 Burkert is at all times entitled to demand payment in advance or other security from the Contracting Party for meeting its obligations arising under the Agreement. Any costs associated with this will be for the account of the Contracting Party.

6.4 Disputes relating to invoices from Burkert must be advised to Burkert in writing within 5 working days of issue, giving reasons for the dispute, failing which the Contracting Party will be considered as having accepted the invoice. Raising a dispute does not release the Contracting Party from its payment obligations towards Burkert.

7 ADVICE

If the Contracting Party seeks advice from Burkert in connection with the agreement, such advice is always without obligation. The Contracting Party shall indemnify Burkert against all claims from third parties in relation to the advice given.

8 INTELLECTUAL PROPERTY

8.1 The execution of the agreement by Burkert does not imply any transfer of intellectual property rights belonging to Burkert. All intellectual property rights arising while or from carrying out the agreement belong to Burkert, except where specifically agreed otherwise in writing.

8.2 Copyright and any other intellectual or industrial property rights to goods/services supplied or made available by Burkert to the Contracting Party – regardless of whether Burkert was acting on behalf of, or on the instructions of, or in line with specifications from, the Contracting Party – rests exclusively with Burkert or its licensors, and the Contracting Party only acquires rights of use as are specifically granted in these Terms and Conditions, except where agreed otherwise in writing.

8.3 Burkert merely grants the Contracting Party a non-exclusive right to exercise the above rights. The Contracting Party may only exercise these rights for the benefit of their own business and only for the purpose for which Burkert granted them.

8.4 This right of use may not be transferred to third parties without prior written consent from Burkert. The Contracting Party may not sell, lease, assign or transfer the rights as security or make them available to third parties in any way whatsoever.

8.5 The Contracting Party may not remove or modify any intellectual property right with regard to the goods delivered.

9 LIABILITY

9.1 Burkert accepts no liability for damages, of whatever nature, arising from incorrect and/or incomplete information provided by or on behalf of the Contracting Party.

9.2 Burkert shall only accept liability for damages (i) where this damage is covered by its liability insurance and only up to the amount paid out by its insurance provider plus the excess, or (ii) if there is intent or gross negligence on the part of Burkert or one of its managers.

9.3 Where (i) there is no intent or gross negligence, or (ii) the insurance provider does not pay out and Burkert is nevertheless at fault, this liability is limited to direct damage only (in which case liability for indirect damage, such as loss of profit and damage caused by the product/service is specifically excluded) up to the maximum amount which the Contracting Party owes to Burkert as set out in the agreement.

9.4 Any claims or other rights of redress, of whatever nature, which the Contracting Party wishes to exercise in relation to Burkert, must be received in writing by Burkert within 6 months of when the Contracting Party became aware or should reasonably have become aware of them, failing which they will be null and void.

9.5 Should Burkert be subject to a claim from third parties, the Contracting Party is obliged to support Burkert both in and out of court and to do everything possible which may be expected of it in such event. Should the Contracting Party fail to take appropriate action, Burkert is entitled to do so independently without notice of default. The Contracting Part is entirely responsible for any consequential costs or damages incurred by Burkert or third parties.

9.6 The Contracting Party shall indemnify Burkert against claims from third parties which suffer damage in connection with executing the agreement.

10 FORCE MAJEURE

10.1 Burkert is not under any duty to meet an obligation where doing so is not possible due to force majeure.

10.2 Force majeure refers to circumstances not caused by negligence and for which the non-compliant party is not responsible by virtue of law, court action or generally accepted standards. These may (where these circumstances make completion impossible or unreasonably difficult) also include, but are not limited to: war, threat of war, civil unrest, riot, deliberate damage, fire, (consequences of government measures as a result of) epidemics and pandemics, water damage, flood, industrial action, premises being occupied, lock-out, barriers to commencing or continuing work, government measures, defective plant & equipment, power blackouts, whether at Burkert or at third parties, where Burkert is involved in supplying the necessary materials, services or raw materials in whole or in part, and furthermore all external factors, foreseen or unforeseen, which Burkert cannot exert influence over or have avoided (the consequences of).

10.3 The parties may postpone their obligations under the agreement for as long as the force majeure persists. Where force majeure lasts longer than two consecutive months, either party is entitled to terminate the agreement, without liability as to compensation to the other party.

10.4 Where Burkert has completed or will be able to complete its obligations under the agreement in part at the time force majeure arises, and that part which is complete or which can still be completed can be valued separately, Burkert is entitled to invoice separately for that part already completed or to be completed. The Contracting Party is obliged to settle these invoices.

11 TERMINATION OF AGREEMENT

11.1 Burkert is entitled, over and above any legal remedy available to Burkert with regard to any shortfall in performance which is not their fault, to terminate this agreement where:

- a) the Contracting party fails to meet their obligations under the agreement in whole or in part or on time;
- b) circumstances which come to Burkert's attention after the agreement becomes effective give reasonable grounds to suspect that the Contracting Party will not meet its obligations;
- c) If the assets of the Contracting Party are distrained upon, or if it enters into an arrangement with creditors or is declared bankrupt.

11.2 Should the agreement be terminated, all outstanding invoices from Burkert to the Contracting Party fall due for immediate settlement.

11.3 Where Burkert instigates termination, it shall in no way be liable to pay compensation for damages or costs incurred in any way by the Contracting Party as a result.

12 COMPLAINTS

Any dispute must be received in writing by Burkert within 3 working days of it coming to light or when it could have come to light, failing which it is null and void, except where stated otherwise in these Terms and Conditions.

13 CONFIDENTIALITY

13.1 Both parties are obliged to maintain confidentiality over any sensitive information which they may have obtained from each other in the context of this agreement. Information is considered confidential if identified as such by the other party or if this is obvious by the nature of the information. The party in receipt of confidential information may only use it for the purposes for which it was intended.

13.2 The provisions under clause 13.1 of these Terms and Conditions of Sale do not apply to information which:

- a) is provided to consultants, where those consultants are in turn bound by confidentiality;
- b) was already lawfully known to the receiving party before it was received from the relevant party;
- c) has become known by the receiving party independently, without recourse to information or data from the relevant party;
- d) is or becomes publicly known or made publicly available, other than through action or a failing on the part of the receiving party; or
- e) is disclosed to the receiving party by a third party, without breaching a duty of confidentiality towards the relevant party.
- f) is required to be disclosed by legislation, regulation or court order or by order of some other government agency, provided that the receiving party makes every effort to limit the extent of such disclosure and gives the relevant party advance notice of such intended disclosure.

14 APPLICABLE LAW

Dutch law applies exclusively to setting up, details of and disputes regarding the Agreement, all legal relationships arising as a consequence and any other legal relationship, as well as the relationship between the Contracting Party and Burkert. The Vienna Sales Convention is not applicable.

15 DISPUTES

Any dispute arising under the Agreement between Burkert and the Contracting Party or any dispute arising from other agreements and/or partnerships between Burkert and the Contracting Party will be settled in the first instance by the District Court of Zeeland-West-Brabant in Breda, notwithstanding Burkert's right to and to take or request other interim action at such place and before such court as Burkert deems fit.

II DELIVERY OF GOODS

The provisions set out in this section apply over and above the general provisions in these Terms and Conditions.

16 DELIVERY

16.1 Risk in the goods to be delivered by Burkert transfers to the Contracting Party at the time of receipt by the Contracting Party. This is also the point at which Burkert has discharged its obligation as to delivery. Transfer of risk means all risk due to theft, damage, destruction or depreciation is transferred to the Contracting Party.

16.2 The Contracting Party is obliged to accept the goods delivered on such delivery date and time indicated by Burkert. Where no delivery date and time has been agreed, the Contracting Party is obliged to take delivery of the goods immediately when requested to do so by Burkert, as set out in the quote/agreement/terms and conditions of sale.

16.3 Where the Contracting Party does not subsequently accept delivery, Burkert is entitled to take any necessary action which it considers appropriate (such as storage with third parties), at the risk and expense of the Contracting Party, notwithstanding Burkert's rights in law. This does not affect any payment obligations residing with the Contracting Party in relation to the relevant goods.

16.4 From the point where a situation arises as set out in clause 16.3 of these Terms and Conditions of Sale, the Contracting Party is responsible for any direct or indirect damage which may occur to or due to the relevant goods, except where such damage is caused by intent or deliberate recklessness on the part of Burkert or its management.

16.5 Where Burkert is holding property belonging to the Contracting Party, for example for repair, inspection, etc. and those items have to be sent by carrier or transported, the Contracting Party shall be responsible for loss, theft, damage, destruction or depreciation during that transport.

16.6 Returns of goods delivered by Burkert in whole or in part can only be accepted with prior written permission and subject to conditions (such as but not limited to RMA number, certificate of cleanliness, etc.) determined by Burkert. Return carriage is the responsibility of the Contracting Party.

17 RETENTION OF TITLE

17.1 Notwithstanding the provisions regarding the transfer of risk, all goods delivered or outstanding for delivery remain the exclusive property of Burkert, until all invoices issued or to be issued by Burkert to the Contracting Party – including any amount outstanding at any time as defined in article 3:92 paragraph 2 of the Dutch Civil Code – have been settled in full. The retention of title also applies in cases of treatment or processing of goods or in cases of combining goods with other goods. Burkert and the Contracting Party agree that the Contracting Party shall assign its invoices from resale to Burkert.

17.2 Where Burkert's title has not yet passed to the Contracting Party, the Contracting Party may not offer the goods as security or grant third parties any other rights over these, except in the normal course of business. Debts owed to Burkert may not be assigned, in accordance with Article 3:83, paragraph 2 of the Dutch Civil Code, where title in the goods delivered has not yet passed to the Contracting Party. The Contracting Party undertakes, immediately upon request from Burkert, to assist in securing a charge over sums which are or become due to the Contracting Party on account of transferring the goods in turn to its customers.

17.3 The Contracting Party is obliged to keep goods delivered under retention of title with due care and clearly identified as the property of Burkert.

17.4 Burkert is entitled to recover any goods which have been delivered under retention of title and which remain at the Contracting Party's premises where the Contracting Party fails to discharge its payment obligations towards Burkert or where the Contracting Party is or is at risk of experiencing payment difficulties. The Contracting Party is obliged to grant Burkert unfettered access at any time to its premises and/or buildings for the purpose of inspecting the goods and/or exercising Burkert's rights.

17.5 The above provisions included in paragraphs 1 to 4 of this clause are notwithstanding any other rights accruing to Burkert.

17.6 Burkert has a right of redress under Article 7:39ff of the Dutch Civil Code and on that basis, in the event of non-payment of the purchase price by the Contracting Party, by giving notice in writing, Burkert can invoke termination of the agreement and recover the debt from the Contracting Party or its successor. Burkert is entitled to recover damages and interest as a result of default by the Contracting Party.

18 INSPECTION

18.1 The Contracting Party is obliged to inspect the goods delivered or have them inspected, immediately the goods are available. Any faults should be notified to Burkert in writing no later than 24 hours following discovery or after they could reasonably have been discovered. The contracting party must afford Burkert the opportunity to investigate complaints or have them investigated.

18.2 Should the Contracting Party not comply with the provisions of the preceding clause, the Contracting Party will no be longer entitled to repair, replacement or refund.

18.3 Where the Contracting Party raises a reasonable dispute promptly regarding the quality of goods delivered, it must afford Burkert the opportunity to inspect those goods within a reasonable time frame and have Burkert take samples and/or have tests or inspections carried out as appropriate, failing which the Contracting Party loses the right to redress regardless.

18.4 In the event of minor nonconformities which do not affect normal use of the goods, the goods delivered will be deemed to be in conformity and accepted regardless of these nonconformities and any notification to that effect.

18.5 Where it is established that the provisions in clause 18.1 of these Terms and Conditions have been met on time and in full and the goods delivered are faulty, Burkert will, at its sole discretion, replace the faulty item within a reasonable time or arrange for the fault to be repaired. In the event of replacement, the Contracting Party is obliged to return the product to be replaced to Burkert at its own

expense. In the event of repair, the Contracting Party must deliver the product to be repaired or have it delivered to Burkert at its own expense.

19 ASSEMBLY/DISMANTLING/INSTALLATION

19.1 Where it has been agreed in writing between the Contracting Party and Burkert that Burkert will arrange assembly/dismantling/installation of the goods to be delivered, the Contracting Party is responsible to Burkert for the proper and on-time provision of any equipment, facilities and/or conditions necessary for setting up the items to be assembled/dismantled/installed and/or the proper functioning of the items in their assembled/dismantled/installed state.

19.2 Burkert's obligation to arrange assembly/dismantling/installation of the goods delivered has the nature of a best endeavours obligation.

19.3 Notwithstanding the provisions of clause 19.1 in these Terms and Conditions of Sale, where it has been agreed between Burkert and the Contracting Party that Burkert will arrange assembly/dismantling/installation of the goods to be delivered, the Contracting Party will be responsible for ensuring that:

- a) Burkert employees are free to carry out their work;
- b) suitable buildings and all resources required by official regulations as well as resources required under the agreement are available for Burkert staff and those of third parties engaged by Burkert;
- c) access routes to the installation site are suitable for the transport required;
- d) any items delivered are in the right place when assembly/dismantling/installation starts and throughout.

19.4 The Contracting Party is responsible for any damages and costs (including but not limited to extra work for Burkert) incurred should the conditions set out in clause 19.3 of these Terms and Conditions and in the agreement not have been met in full, in part or on time. Where the preceding conditions have not been met, Burkert is entitled to suspend work.

20 WARRANTY

20.1 Burkert guarantees the quality of the goods delivered by Burkert for twelve months following delivery. Goods that are (or prove to be) not of good quality during this time will be replaced or repaired at Burkert's discretion, without the right of the Contracting Party to terminate the agreement arising in whole or in part and without right to compensation.

20.2.1 Where goods are to be replaced, the items must be returned to Burkert.

20.2.2 The replacement of goods by Burkert extends no further than sending out replacement items (or parts of these). Carriage for replacement items within the Netherlands is free. The costs of sending to addresses outside the Netherlands will be passed on to the Contracting Party.

20.3 Should Burkert elect to carry out repair work, such repair will take place at its discretion at Burkert's premises, and so the Contracting Party must ensure that Burkert is able to carry out the repair work by returning the relevant item. Should the Contracting Party want work at the Contracting Party's site to be performed somewhere else, the Contracting Party will be responsible for travelling time and travel and accommodation costs for Burkert's repair team.

20.4 The warranty does not cover:

- a) failing to follow instructions for use;
- b) incorrect assembly by the Contracting Party or a third party;
- c) use other than as intended;
- d) normal wear and tear;
- e) repairs by third parties, including the Contracting Party;
- f) faults caused by materials or items supplied to Burkert by the Contracting Party;
- g) items where (serial) numbers have been removed or have become illegible;
- h) faults reported late or not correctly.

20.5 Where Burkert passes a warranty provided by its supplier on to the Contracting Party, the Contracting Party may not claim under the warranty provided to Burkert should the relevant supplier to Burkert not honour or be unable to honour the warranty it has issued, whether in whole or in part.

21 LIABILITY

21.1 Any processing of the goods delivered, whether by the Contracting Party or by third parties, voids any form of liability on the part of Burkert.

22 STOCK

22.0 This article applies without prejudice to the provisions of clause 16 of these Terms and Conditions of Sale.

22.1 Burkert may, at the request of the Contracting Party, agree to hold stock. The conditions and costs for holding stock will be determined by mutual agreement.

22.2 Burkert is entitled to request the Contracting Party to take delivery of the stock at any time (in whole or in part). Burkert will give the Contracting Party reasonable notice in order to purchase the relevant stock.

22.3 Burkert will only deliver to the Contracting Party from stock provided that the Contracting Party has paid all associated costs (including but not limited to purchase price, storage costs, etc.).