



## GENERAL DELIVERY CONDITIONS RECYCOLD COOL SOLUTIONS B.V.

### Article 1: Definitions and applicability

1. Recycold: Recycold Cool Solutions B.V. located in Venlo and registered with the Chamber of Commerce under number 65325249.
2. Counterparty: the party with whom Recycold has entered into an agreement.
3. These general conditions apply to all agreements and/or work that Recycold provides to Counterparty. This includes any additional agreements.
4. General terms and conditions of Counterparty are explicitly rejected and not applicable between parties.
5. If one or more provisions from these conditions are nullified, this does not affect the validity of the other provisions.
6. Recycold is entitled to change the general terms and conditions unilaterally.

### Article 2: Offers

1. Offers by Recycold are valid for three months, unless otherwise stated in writing.
2. Counterparty guarantees the correctness and completeness of provided data to Recycold.
3. Any illustrations, drawings, size and weight statements that may appear in the offer do not bind Recycold. Apparent errors or mistakes on the website, in publications or on offers also do not bind Recycold.
4. Offers are not valid for future agreements.
5. Counterparty must treat the information contained in the offer confidentially and may not use it or make it known to third parties without the prior written consent of Recycold.

### Article 3: Agreements

1. The agreement is concluded after the acceptance of the offer by Recycold in writing.
2. The execution of the agreement is exclusively for the benefit of Counterparty. Third parties cannot derive any rights from the content of the work performed.
3. Recycold is entitled to charge a reasonable fee for pre-contractual activities, if Counterparty does not conclude an agreement after extensive preparatory work by Recycold.
4. Agreements are performed to the best of their ability and with reasonable care.
5. Besides obligations imposed by law on the disclosure of certain information, Counterparty is obliged to secrecy towards third parties who are not involved in the execution of the agreement regarding all information made available by Recycold.

### Article 4: Intellectual property

1. Unless otherwise agreed, Recycold retains the copyrights and all intellectual property rights on made offers, designs, illustrations, drawings, calculations, (test)models, software and the like that it has provided.
2. The rights to the data referred to in paragraph 1 remain the property of Recycold. This data may not be copied, used or shown to third parties without the explicit permission of Recycold.
3. Counterparty guarantees that no details of used manufacturing and/or construction method chosen by Recycold will be copied, made know or used without prior written permission from Recycold or are shown to third parties not involved in the execution of the agreement.
4. The violation of paragraphs 2 and 3 will result in Counterparty owing to Recycold an immediately due and payable fine of € 100,000.-. This penalty can be claimed in addition to compensation.
5. Counterparty must return the information provided as referred to in paragraph 1 at the first request within the term set by Recycold. In case of violation of this provision, Counterparty will owe Recycold a fine of € 10,000.- per day that the violation continues. This penalty can be claimed in addition to compensation.

#### Article 5: Delivery and risk

1. Delivery by Recycold takes place by actual receipt by Counterparty, whereby the administration of Recycold is decisive to determine the number of purchased items. The risk of the articles transfers to Counterparty when Counterparty actually receives the articles.
2. The given delivery time by Recycold is an estimation. Agreed delivery terms cannot be considered to be deadlines.
3. The term of delivery starts after the order has been confirmed in writing by Recycold. If Recycold requires further details to be provided by Counterparty, the term of delivery will start when Recycold has (completely) received these details.
4. Exceeding the term of delivery does not give Counterparty the right to dissolve the agreement. Nor is Recycold liable to compensate damages to Counterparty. However, Counterparty has the right to dissolve the agreement if the specified term of delivery is exceeded by more than six months. The dissolution of an agreement cannot take place if the agreement relates to products manufactured by third parties especially for Counterparty.
5. If the obligations by Recycold are suspended, the delivery time will be extended by the duration of the suspension.
6. Items that have not been delivered will be stored at the expense and risk of Counterparty after the expiry of a period of 1 (one) month of the entire delivery and will remain available to it.

#### Article 6: Price change

1. If the prices of external parties involved in the execution of the agreement change due to unforeseen circumstances, Recycold is entitled to change her prices accordingly.
2. The price increase referred to in paragraph 1 shall be calculated on the basis of the actual price increase or of the CBS index "Producer prices Industrial Products", as determined by the Central Bureau of Statistics on the most recent time basis.

#### Article 7: Suspension and dissolution

1. Recycold is entitled to suspend the execution of the agreement with immediate effect if:
  - a. Recycold threatens to be exposed to dangerous situations;
  - b. the material and the conditions needed for the proper execution of the agreement are not in accordance with the requirements set by the law;
  - c. Recycold becomes familiar with circumstances that give good grounds to fear that Counterparty will not fulfill its obligations.
2. Recycold may dissolve the agreement (in part) if Counterparty does not fulfill the obligations under the agreement or fails to do so and Counterparty has not responded to a sent notice of default, or if notice of default is useless.
3. Recycold may dissolve the agreement if Counterparty requests suspension of payment or this has been granted, if she is declared bankrupt or a request to that effect is made, if she is unable to pay her debts, if she terminates or liquidates her business, or if she is placed under trusteeship or (government) supervision.
4. Recycold is entitled to immediately suspend the work for Counterparty, if Counterparty does not pay within the set term of has not paid or has not paid a payment in advance. Suspending work by Recycold cannot lead to liability for any damage that may arise as a result thereof.

#### Article 8: Liability

1. Recycold cannot be held liable for damage, which is caused by:
  - a. an event that is beyond her control and cannot be attributed to her;
  - b. any action or negligence on the part of Counterparty, its subordinates or other persons who have been put to work by or on behalf of Counterparty.

2. Recycold is not liable for damage caused by incorrect and/or incomplete information provided by Counterparty.
3. In no case shall Recycold be liable for damage that has arisen by the use of the products supplied by Recycold for a purpose other than that for which it was purchased.
4. Neither Recycold itself nor those working there and/or its auxiliary persons are liable to Counterparty for any consequential damage.
5. Recycold is not liable for damages caused by Counterparty or third parties not having fulfilled their obligations.
6. If Recycold is liable for damages, the liability of Recycold is limited to the amount of the payment made by the insurer of Recycold. If the insurer fails to pay or the damage is not covered by the insurance, the liability of Recycold is limited to the invoiced amount.
7. All claims and other rights of Counterparty against Recycold shall lapse in any case after the expiry of six months from the moment when the claim occurs.

#### Article 9: Warranty

1. Until the actual receipt by the Counterparty Recycold guarantees the quality of the delivered articles. If it appears that the delivery has not been satisfactory, the item must be returned carriage paid to Recycold. Then Recycold will make the choice whether to repair the item, replace the item or credit Counterparty for a proportional part of the invoice.
2. Any travel, accommodation and/or transport costs incurred will be for Counterparty.
3. The costs of replacement or repair will be charged to Recycold up to that part of the invoice amount (excluding VAT) that relates to the manufacturing and assembly costs of the relevant article, or to the guarantee that Recycold receives from its supplier. The starting point for determining the value of the delivered goods is the pre-calculation of Recycold.
4. Counterparty must offer Recycold the opportunity to repair a possible defect or to replace a defective (sub) part.
5. The warranty will not be extended or renewed by re-delivery, replacement or repair.
6. No guarantee is given for defects such as or that result from:
  - a. weathering and/or normal wear and tear;
  - b. abnormal and/or incompetent use;
  - c. repairs or additions by Counterparty or by third parties;
  - d. minor imperfections in the finish, which do not detract from the soundness;
  - e. unforeseen, temporary or permanent, harmful influence(s) of the environment;
  - f. goods, materials, methods and constructions, which deviate from regulations, requirements and recommendations mentioned in the agreement and/or order confirmation, if these changes have been applied on explicit instructions from Counterparty;
  - g. materials supplied by or on behalf of Counterparty;
  - h. defects that could have been detected on delivery;
  - i. external influences that have arisen during or after delivery;
  - j. a heatload above 50 °C;
7. If a warranty is provided by the manufacturer with regard to the delivered and/or placed goods, only the warranty provisions of the manufacturer shall apply concerning the liability of Recycold.
8. If the manufacturer does not give any guarantees, then Recycold will also not provide any guarantee.
9. Recycold will encourage the manufacturer to fulfill its obligations under the guarantee.
10. Counterparty cannot assert any right to guarantee, if she has not fulfilled her own obligations (both financially and otherwise).

#### Article 10: Complaints

1. Complaints about work delivered by Recycold must be reported to Recycold in writing by Counterparty within 30 days of the invoice date. This term applies as a due date.

2. Non-visible defects must be reported to Recycold in writing within 8 days after discovery, but no later than 3 months after delivery.
3. Complaints regarding an issued invoice must be notified in writing to Recycold within 8 days of the invoice date. After the expiry of this period, Counterparty is deemed to have accepted the issued invoice.

#### Article 11: Payment

1. Payment is made at the location of Recycold or to a bank account designated by Recycold.
2. Unless agreed otherwise, payment will take place as follows:
  - a. for counter sales and online sales: immediately;
  - b. in case of partial payments:
    - 50% of the total price at the start of the agreement;
    - 50% of the total price upon delivery;
  - c. in all other cases: within 10 days after the invoice date.
3. At the request of Recycold Counterparty is obliged to provide sufficient security for payment. If Counterparty does not comply, she will immediately be in default. Recycold may dissolve the agreement and claim her damage from Counterparty
4. Full payment is immediately due and payable (without needing a notice of default) if:
  - a. a payment term has been exceeded;
  - b. Counterparty has gone bankrupt, applies for suspension of payments or is in insolvency;
  - c. goods or claims of Counterparty are impounded;
  - d. Counterparty (legal entity) is dissolved or liquidated;
  - e. Counterparty (natural person) is placed under guardianship or dies.
5. If payment has not been made within the agreed term, Counterparty will immediately owe interest to Recycold. The interest rate is at least 10% per year, but is equal to the statutory commercial interest rate if this is higher. In the interest calculation, a part of the month is seen as a full month.
6. If payment has not taken place within the agreed payment term, the Counterparty will owe Recycold extrajudicial costs. In that case, the extrajudicial costs of Recycold are set at 5% of the principal sum remaining unpaid, with a minimum of € 500,- per incorrectly paid invoice.
7. If Counterparty finds a delivered item to be defective, she is obliged to fully comply with its obligations under the agreement. Counterparty is not entitled to compensate for any counterclaims that it claims on Recycold with its obligations.

#### Article 12: Reservation of ownership and right of pledge

1. All delivered and to be delivered goods remain the property of Recycold, until all claims that Recycold has or will obtain on Counterparty have been paid in full.
2. As long as the ownership of goods has not been transferred to Counterparty, the latter may not pledge the goods, transfer them to property for security or grant any other right to third parties, except within the normal course of its business or profession.
3. Counterparty is obliged to store the goods delivered under reservation of title with due care and as recognizable property of Recycold.
4. Drawings, designs and advice made by Recycold remain her property and may only be after consent by Recycold or when Recycold carries out the agreed work itself.
5. Recycold is entitled to take back the goods delivered under reservation of title and which are present at the Counterparty, if Counterparty has not fulfilled its payment obligations or has payment difficulties,. This without prejudice to other rights of Recycold.

#### Article 13: Cancellation by Counterparty

1. If Counterparty wishes to cancel the agreement - without any default by Recycold – and Recycold agrees thereto, the agreement will be terminated by mutual consent. In that case,



Recycold is entitled to compensation for all financial losses, such as costs incurred and / or losses incurred and loss of profit.

2. In the event of cancelation in accordance with paragraph 1, Recycold will in any event claim 35% of the agreed price as loss of profit, without prejudice to its right to show that the lost profit in the specific case is higher (in which case this must be compensated by the Counterparty). In determining the exact size of the lost profit, as referred to in the previous sentence, the accounting of Recycold is decisive.
3. In the event of termination in accordance with paragraph 1, the goods already delivered by or on behalf of Recycold will be purchased by Counterparty at the agreed price.

#### Article 14: Legal disputes

1. The legal relationship between parties is subject to Dutch law.
2. The Vienna Sales Convention (CISG) does not apply to the legal relationship between parties. Other international regulations are also excluded.
3. Disputes will only be settled by the court in the location of Recycold. Recycold also has the right to submit a dispute to the court that is competent under the law.