

Terms of delivery of **Inther Conveyor Equipment B.V.**, as registered with the Chamber of Commerce on the 1st of January, 2021.

### 1. Applicability and acceptance of these conditions

1.1 These terms of delivery apply to all current and future transactions, proposals, orders, agreements and executions between Inther Conveyor Equipment BV, De Amfoor 15, 5807 GW Venray (NL) – hereafter to be named 'Inther Group' - and the customer, also if possible commercial conditions of the customer deviate from this.

1.2 Silence on the commercial conditions of the customer can never be explained as permission of Inther Group.

1.3 Deviations from or additions to these terms and conditions of the client do not apply, unless expressly confirmed in writing by Inther Group.

### 2. Offers and agreements

2.1 All offers from Inther Group are without obligation and expire three months after the date of the offer, unless explicitly stated otherwise in writing.

2.2 All offers must be considered as a whole, unless expressly agreed otherwise in writing.

2.3 The images, drawings, sizes, weight statements, etc. that accompany a quotation or offer are an approximation unless Inther Group has explicitly stated that these can be regarded as an exact statement.

2.4 If an offer or quotation contains a term for acceptance, Inther Group has the right to withdraw the offer within two working days after receipt of the acceptance.

2.5 An Inther Group binding agreement is only concluded after written confirmation on its part of an order or order confirmation from the client.

2.6 Oral agreements with Inther Group and with its staff only bind the former if and insofar as these have been confirmed in writing by Inther Group.

### 3. Pricing

3.1 Unless otherwise agreed in writing, all prices stated by Inther Group are net cash, without discount and excluding VAT.

3.2 If, after the date of the offer and/or after the conclusion of an agreement, one or more price-determining factors, such as wages, import duties and/or other taxes,

social and/or other charges, freight costs, raw material prices, material costs, exchange rates, etc., undergo an increase Inther Group has the right to increase the price stated in the offer and/or the agreed price accordingly.

3.3 Inther Group has the right to charge costs to the client that arise for it because the work is aggravated due to causes through no fault of Inther Group, or can not take place normally and without interruption or in accordance with the offer and/or order confirmation, or because government regulations which were not known to Inther Group at the time of entering into the agreement, will come into effect.

3.4 Prices remain valid for a maximum of 2 weeks after the quotation date, unless stated otherwise.

3.5 Shipping costs, from both Inther Group and its supplier, will be charged one on one.

### 4. Delivery time and delivery

4.1 The delivery time starts on the day of the conclusion of the agreement or, insofar as the following occurs later, on the day on which an agreed down payment has been paid in full and information relevant to the performance of the agreement has been received by the client.

4.2 Agreed delivery times are always approximate for Inther Group and do not bind Inther Group. Exceeding the delivery time can never be regarded as exceeding a strict deadline and can never, even after notice of default, claim compensation.

4.3 In the event of late delivery, the client must give Inther Group notice of default in writing. Such a notice of default can never take place on a shorter period of three weeks, after the originally stated delivery time, unless and insofar as this has been expressly agreed otherwise in writing.

4.4 Inther Group is authorized to make partial deliveries, as well as authorized to deliver the work to be carried out in parts.

4.5 After delivery has taken place, Inther Group will present a delivery/work order to the client, which the client is obliged to sign. If the client does not wish to fully accept the delivery or the work performed, it must be exhaustively indicated on which parts have comments or remarks. The relevant delivery/work order is between the parties as full proof of what is considered to be delivered or performed. After the delivery/work order has been signed by the client, complaints made no longer need to be accepted by Inther Group.

4.6 Unless and insofar as the client has notified Inther Group in writing within a week of the aforementioned time of delivery that he does not wish to accept the goods

delivered or the work performed, the client is deemed to have accepted the deliveries or the work performed. The client is also deemed to have accepted the deliveries or the work if he does not also indicate in the aforementioned written notification which parts he does not agree with the deliveries or the work performed.

4.7 Delivery takes place at the moment that the goods are delivered to the client or delivered to the client by Inther Group or a delivery/carrier designated by the latter. The goods are then at the risk of the client from the delivery/delivery.

4.8 The client is obliged to receive the goods immediately after arrival at the place of destination.

4.9 Subject to proof to the contrary, the delivered goods are deemed to have been packaged in a proper and correct manner and Inther Group is never liable in this regard. To provide proof to the contrary, at least a note of the complaints on the delivery/work order is required.

**5. Retention of title**

5.1 Inther Group reserves the ownership of all goods delivered to the client until the purchase price for all these goods has been paid in full. If Inther Group carries out work to be compensated for the benefit of the client, the retention of title referred to above applies, until the client has also paid these claims of Inther Group in full. The reserved property also applies to the claims that Inther Group may acquire against the client due to the client's failure to fulfill one or more obligations towards Inther Group.

5.2 As long as the ownership of the delivered goods has not passed to the client, the client may not pledge the goods or grant any other right to a third party.

5.3 Inther Group already reserves the right of pledge on delivered goods that have been transferred to the client through payment and that are still in the client's hands, as referred to in Section 3:237 of the Dutch Civil Code, hereinafter also referred to as "BW", to provide additional security for claims, other than those referred to in Section 3:92 (2) of the Dutch Civil Code, which Inther Group may then have against the client for whatever reason.

5.4 The client is obliged to store the goods delivered under retention of title with due care and as recognizable property of Inther Group. The client is obliged to insure the goods for the duration of the reserved property against fire, explosion and water damage, as well as against theft or embezzlement and to provide the policies of these insurances for inspection at Inther Group's first notice. All

claims of the client on the insurers of the goods under the aforementioned insurance policies will be pledged by the client as soon as Inther Group indicates this, in the manner indicated in Article 3: 239 BW, to several certainty of Inther Group's claims against the client.

5.5 If the client fails to fulfill his payment obligations towards Inther Group or if Inther Group gives good reason to fear that he will fall short of those obligations, Inther Group is entitled to take back the goods delivered under retention of title. Such authority also exists if the client's goods have been seized, as well as if a petition for a moratorium or bankruptcy has been filed against the client, or if the client is in fact in a moratorium or bankruptcy. After repossession, the client will be credited for the market value, which can in no case be higher than the original purchase price, less the costs due on the repossession.

5.6 As long as he has not fulfilled one or more obligations towards Inther Group, the client undertakes not to assign or pledge claims that he obtains against his customers to third parties without prior written permission from Inther Group. The client further undertakes to pledge the aforementioned claims as soon as Inther Group expresses a wish to do so, in the manner indicated in Section 3: 239 of the Dutch Civil Code, as additional security for its claims against the client for whatever reason.

5.7 The client undertakes, as long as he has not fulfilled one or more obligations towards Inther Group, not to process or assemble the delivered goods in the broadest sense of the word, failing which Inther Group is entitled to take back the items thus processed or assembled.

**6. Payment**

6.1 Unless otherwise agreed, the following payment schedule applies:

For assignments:

< € 10.000,-	100% upon delivery
> € 10.000,- en < € 50.000,-	50% by order, 50% upon delivery
> € 50.000,-	30 % by order 30 % at the start of delivery 30 % at last delivery 10 % 4 weeks after last delivery

Small order costs:

< € 100,-	+ € 15, small order costs
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Invoices will be billed per term. Payment of these activities and/or of the delivered goods must take place within 30 days of the invoice date.

If delivery or completion is to be postponed due to external causes, which are not within the responsibility of Inther

Group, the payment schedule established by order must be strictly adhered to.

6.2 By exceeding the payment term referred to in the previous paragraph, the client is in default without further notice of default being required. In that case, the client will owe statutory interest on the outstanding amount.

6.3 When engaging legal assistance for the extrajudicial collection of the aforementioned payment obligation c.a., the client owes Inther Group a compensation of 15% of the principal sum and of the interest owed, with a minimum of EUR 150,=.

6.4 The client is not allowed to set off the payment obligations to Inther Group in any way with a claim of the client against Inther Group or with any other claim.

6.5 The client is also not allowed to suspend his payment obligation to Inther Group.

6.6 If the aforementioned payment term is exceeded, Inther Group has the right to take back the goods referred to in Article 5, irrespective of whether they have been processed or not, and to dissolve the agreement, whether or not partially, out of court, without any notice of default, all without prejudice the right to compensation for damage, including loss of profit and costs.

6.7 Inther Group is always entitled, before fulfilling its obligations, in its opinion to demand sufficient security for the fulfillment of the obligations of the client, if in the opinion of Inther Group the circumstances give cause to do so. Refusal by the client to provide the requested security gives Inther Group the right to dissolve the agreement out of court, without prejudice to its right to compensation of costs and loss of profit.

6.8 The entire amount due is immediately due and payable in full if the agreed term is not paid promptly on the due date, and furthermore if the client goes into bankruptcy, applies for a provisional suspension of payments, if any attachment is placed on the client's goods, if it dies, goes into liquidation, or is dissolved.

6.9 Payments made by the client will firstly be used to reduce the costs, then to reduce the interest due and finally to settle the longest outstanding due and payable invoices, even if the client states that the payment relates to a different invoice.

### 7. Non-attributable shortcoming

7.1 If, due to a non-attributable shortcoming, which means any circumstance that cannot be blamed on Inther Group, as a result of which the execution of the agreement is delayed or prevented, Inther Group is not able or not able to fulfill its obligations under the agreement in a timely

manner, Inther Group is entitled to suspend its obligations for the duration of the non-attributable shortcoming and is not in default.

7.2 If the fulfillment is permanently impossible or the temporary impossibility continues for more than six months, Inther Group is entitled to dissolve the agreement, without one of the parties being entitled to compensation for the damage suffered or to be suffered as a result of the dissolution.

7.3 A non-attributable shortcoming is considered, among other things, all circumstances that should reasonably be deemed to prevent timely delivery and/or fulfillment of the agreement.

Specially as a non-attributable shortcoming will be non-delivery or late deliveries to Inther Group by its supplier, or transport difficulties, mechanical and other failures, fire, strike, exclusion, riot, nuclear reaction, war, lack of energy and other unforeseen circumstances, events, causes and consequences that are beyond the control or control of Inther Group.

7.4 If Inther Group has partially fulfilled its obligations, it is entitled to a proportional part of the price or basis of the goods already delivered, in that case of the work already performed and the costs incurred.

### 8. Liability

8.1 Except in the event of gross negligence or intent on the part of Inther Group, Inther Group is not liable for damage or costs, indirect or immediate, including consequential damage, caused to the person or property of the client or to third parties, including (but not limited to) damage or costs to the installation or loss of profit or damage caused by a malfunction in the production process or obstruction of the operation, of which the delivered part is part, or damage to delivered goods or materials.

8.2 Inther Group is also not liable in the aforementioned sense for acts of its subordinates or other persons within its sphere of risk, including (gross) fault or intent of these persons. This also applies to representatives who work for Inther Group as such, but who are not subordinates of Inther Group.

8.3 In those cases in which Inther Group is liable, liability is limited to the net invoice value of the relevant part of the delivery. In the case of lost (test) data or carrier material, the damage is limited to the data carriers and therefore does not include the costs of recovering lost data or other damage.

8.4 If Inther Group, based on facts and/or circumstances known to it at that time, exercises a right of

suspension or termination, while it is subsequently irrevocably established that the exercise of such a right has been wrongfully done, Inther Group is not liable and not obliged to make any compensation for damage.

8.5 If the limitations of liability vis-à-vis third parties should not be valid, the client is obliged to indemnify Inther Group against claims for compensation, for whatever reason, which third parties may make against Inther Group in connection with the execution of the agreement, or any other related agreement.

### 9. Warranty

9.1 The warranty on delivered components is 12 months/3640 hours and starts on the commissioning of the system, or on the day of acceptance, whichever occurs first. Parts to be exchanged due to improper use are excluded. Functional errors caused by the client's operation are also excluded from the warranty. For any part not manufactured by Inther Group, the manufacturer's warranty period applies. The warranty period for these components commences upon delivery to Inther Group.

9.2 The results of application and use of the studies and advice provided by Inther Group depend on many factors that are beyond Inther Group's control. Although the assignment is executed by Inther Group to the best of its knowledge and ability and in accordance with the requirements of good craftsmanship, Inther Group can therefore not give any guarantees regarding the results of the studies and advice it has carried out.

### 10. Termination

10.1 The client will be in default without any summons or notice of default being required if he does not fulfill any obligation, does not comply properly or fails to do so in a timely manner, in which case Inther Group has the right to dissolve the agreement out of court, without prejudice to Inther Group's right to full compensation, including damage that Inther Group suffers because the agreement is terminated prematurely.

### 11. Rights of use and intellectual property rights

11.1 The runtime images are transferred to the client; the source code is not included. Inther Group gives permission to the client to use software as described in the offer. Reproduction, transmission, rental or publication to third parties of the software or documentation is not permitted.

11.2 Quotations, drawings, budgets, plans, catalogs and other documents contain a great deal of know-how, expertise and development work of Inther Group. All copyright and proprietary rights remain in Inther Group's possession. Documents and information from Inther Group may not be copied, duplicated or made accessible to third parties without the express written prior consent of Inther Group.

11.3 The intellectual rights, knowledge, software code, methods and techniques in all applications, products, systems and software products (such as Inther LC) supplied by Inther Group remain the property of Inther Group in all cases.

### 12. Obligations of the client

12.1 By entering into an agreement, the client indicates that he has sufficient relevant knowledge and insight. The client will always provide Inther Group with all useful and necessary data or information in a timely manner, in order to avoid suspension or extra costs during the execution. The client is responsible for the use and correct application in its organization of equipment and software, as well as the security of data.

12.2 To ensure the proper functioning of the system, the client must provide an uninterrupted power supply. Static loading of devices, periphery and other hardware must also be prevented.

### 13. Confidential

13.1 Inther Group and its employees are obliged to keep confidential matters concerning client products, business processes and computer data.

### 14. Personnel

14.1 Customer is forbidden to hire personnel from Inther Group or from a company related to Inther Group, not sooner than two years after acceptance of the order. If it does so anyway, a punitive measurement of EUR 75 000,= applies. Also customer is not allowed to hire an employee from Inther Group or from a company related to Inther Group within 6 months after this employee has left Inther Group; the same penalty as above holds.

### 15. Competent court and applicable law

15.1 All disputes arising from agreements to which the present delivery conditions apply in whole or in part, with the exception of cases that fall within the competence of the

subdistrict court, can only be submitted to the court in Roermond for decision.

15.2 Dutch law is exclusively applicable to all agreements to which these conditions apply in whole or in part.

15.3 If and insofar as international treaties or Dutch implementing laws of international treaties apply, the applicability is expressly excluded as far as possible, insofar as it deviates from the provisions of these delivery conditions.

## 16. Other provisions

16.1 Inther Group is allowed to change the contents of these terms of delivery without pre-announcement.

16.2 If and insofar as one or more clauses of these general terms and conditions appear to be null and void and/or are declared null and void, Inther Group and the client declare that they wish to maintain the other clauses in these general terms and conditions on the basis of agreements that come as close as possible to the content of the clauses that have been canceled or annulled.

16.3 If the client is not established or has an office in The Netherlands and/or the work to be performed by Inther Group does not take place in The Netherlands and/or the delivery of goods does not take place in The Netherlands, all provisions of these general terms and conditions apply in full.

16.4 In the event of a difference between the Dutch text of these delivery terms and the text in another language, only the Dutch text will be considered authentic.