O.M. Machinery – AJCE Europe – General Terms and Conditions of Delivery

Article 1 Definitions
1.1 The terms written with a capital letter in these Terms and Conditions shall have the following meanings:

- **O.M. Machinery – AJCE Europe:** the selling party supplying the products and/or services, being O.M. Machinery – AJCE Europe V.O.F. and/or its affiliated companies.
- **Customer:** the counterparty of O.M. Machinery – AJCE Europe, being the purchasing party.
- **Offer:** any form of proposal made by or on behalf of O.M. Machinery – AJCE Europe, including but not limited to quotations, price quotes, and proposals for assignments or Agreements.
- **Agreement:** all agreements between O.M. Machinery – AJCE Europe and the Customer regarding the sale of products and/or the execution of work and services by O.M. Machinery – AJCE Europe, including all annexes and amendments to that Agreement.
- **Terms and Conditions:** these General Terms and Conditions of Delivery of O.M. Machinery – AJCE Europe.

Article 2 Applicability
2.1 These Terms and Conditions apply to every offer, assignment, quotation, Agreement, or any other legal relationship between O.M. Machinery – AJCE Europe and the Customer, unless these Terms and Conditions are explicitly rejected.
2.2 The applicability of any purchasing or other terms and conditions of the Customer is explicitly rejected.
2.3 Additions to and amendments of the Agreement must be recorded in writing with mutual consent.
2.4 If O.M. Machinery – AJCE Europe enters into more than one Agreement with the Customer, these Terms and Conditions shall apply to all subsequent Agreements.
2.5 If O.M. Machinery – AJCE Europe does not always insist on strict compliance with these Terms and Conditions, this shall not mean that the provisions do not apply, or that O.M. Machinery – AJCE Europe in any way loses the right to require compliance with the provisions of these Terms and Conditions in all cases.

Article 3 Offers
3.1 Offers are without obligation, unless stated otherwise.
3.2 Agreements are concluded by offer and acceptance thereof and may be made by any means of communication.
3.3 O.M. Machinery – AJCE Europe is entitled to revoke the Offer within three (3) full calendar weeks after the Customer has accepted the Offer of O.M. Machinery – AJCE Europe.
3.4 O.M. Machinery – AJCE Europe cannot be held to its Offers if the Customer can reasonably understand that the Offers, or part thereof, contain an obvious mistake or clerical error.

Article 4 Delivery Terms
4.1 O.M. Machinery - AJCE Europe is entitled to make partial deliveries and to invoice such partial deliveries separately. If the agreement is executed in parts, O.M. Machinery - AJCE Europe may suspend the execution of those parts belonging to a subsequent portion until the Buyer has fulfilled its obligations regarding earlier partial deliveries.

4.2 The Buyer is obliged to accept goods and services agreed to be delivered by O.M. Machinery - AJCE Europe at the time and place agreed upon between the parties under the relevant agreement and/or these Terms and Conditions. If the Buyer refuses to accept delivery or fails to provide necessary information or instructions for delivery, O.M. Machinery - AJCE Europe is entitled to store the goods at the Buyer's risk. All costs related to storage and transport shall be borne by the Buyer.
4.3 Unless expressly agreed otherwise, delivery takes place at the factory or warehouse of O.M. Machinery - AJCE Europe on an Ex Works basis in accordance with the latest version of the ICC Incoterms.
4.4 After the Buyer has received the goods and/or services delivered by O.M. Machinery - AJCE Europe, the Buyer must inspect the goods and/or services as soon as possible, but in any case within ten (10) working days after receipt, for completeness and soundness. Visible defects or inaccuracies must be reported in writing to O.M. Machinery - AJCE Europe within the aforementioned period, failing which the Buyer is deemed to have received everything delivered in good condition, under penalty of forfeiting any claims the Buyer may have in this regard. This also applies to partial deliveries.
4.5 The delivery or execution period starts upon conclusion of the agreement or, if payment to O.M. Machinery - AJCE Europe of an amount before or at the start of the execution of the agreement has been agreed upon, at the moment full payment has been received. Delivery periods are approximate and never constitute a strict deadline, unless otherwise agreed. If O.M. Machinery - AJCE Europe depends on the cooperation of the Buyer for the execution of the agreement and the Buyer fails to provide such cooperation for any reason, the period for execution shall be extended by the time reasonably required by O.M. Machinery - AJCE Europe to remedy the delay caused by the Buyer's failure. The same applies if delays in execution arise due to requests from or on behalf of the Buyer or a government agency to modify, adjust, or supplement what has been agreed. The additional costs incurred by O.M. Machinery - AJCE Europe for the cases mentioned in this article shall be borne by the Buyer. In case of late delivery, O.M. Machinery - AJCE Europe is not in default until the Buyer has sent a written notice of default to O.M. Machinery - AJCE Europe, granting a period of at least fourteen (14) calendar days, and O.M. Machinery - AJCE Europe still fails to fulfill its delivery obligation within that period for reasons attributable to it.
4.6 The risk of goods to be delivered by O.M. Machinery - AJCE Europe shall pass to the Buyer upon delivery.

Article 5 Retention of Title
5.1 All goods delivered and to be delivered remain the exclusive property of O.M. Machinery - AJCE Europe until all claims O.M. Machinery - AJCE Europe has or will obtain against the Buyer, including but not limited to claims under Dutch Civil Code Book 3:92, paragraph 2, are fully paid.
5.2 As long as ownership of the goods has not passed to the Buyer, the Buyer may not pledge the goods or grant any rights thereto to third parties, except within the normal course of business. The Buyer undertakes, at the first request of O.M. Machinery - AJCE Europe, to cooperate in establishing a pledge on claims the Buyer obtains or will obtain from its customers by reselling the goods.
5.3 The Buyer is obliged to carefully store the goods delivered under retention of title and keep them recognizable as the property of O.M. Machinery - AJCE Europe.
5.4 O.M. Machinery - AJCE Europe is entitled to repossess the goods delivered under retention of title that are still in the possession of the Buyer without prior notice of default if the Buyer fails to comply with its obligations under the agreement or is or threatens to become insolvent. The Buyer shall at all times grant O.M. Machinery - AJCE Europe free access to its premises and/or buildings to inspect the goods and/or exercise the rights of

O.M. Machinery - AJCE Europe. The costs of repossession and possible liquidation of the goods shall be entirely for the account of the Buyer.
5.5 If third parties seize the goods delivered under retention of title or wish to establish or enforce rights thereto, the Buyer is obliged to inform O.M. Machinery - AJCE Europe immediately.
5.6 The provisions of this article do not affect any other rights to which O.M. Machinery - AJCE Europe may be entitled.

Article 6 Prices
6.1 Unless explicitly stated otherwise, any quoted or agreed price does not include VAT or any other government levies related to the agreement and, in case O.M. Machinery - AJCE Europe is responsible for the transport of goods, also excludes costs related to packaging, packing materials, transport, and insurance. The items mentioned in the previous sentence may be charged separately and in full by O.M. Machinery - AJCE Europe.
6.2 If the costs for O.M. Machinery - AJCE Europe to perform the agreement increase due to cost factors relevant to the price rising after the time of O.M. Machinery - AJCE Europe's last (price) offer, O.M. Machinery - AJCE Europe is entitled to charge these increased costs by adjusting the price accordingly.
6.3 If a price has been agreed between O.M. Machinery - AJCE Europe and the Buyer in a currency other than the Euro, and that currency decreases in value relative to the Euro after the time of the last (price) offer from O.M. Machinery - AJCE Europe, O.M. Machinery - AJCE Europe is entitled to adjust the price as necessary to compensate for the decrease in value up to the moment full payment is made.

Article 7 Payment
7.1 Unless explicitly agreed otherwise, the agreed price shall be paid in full, without any discount or set-off, within thirty (30) days after the invoice date stated on the relevant invoice by credit transfer to the bank account specified by O.M. Machinery - AJCE Europe.
7.2 Unless O.M. Machinery - AJCE Europe has explicitly agreed to defer payment, the Buyer is not entitled to suspend payment of the price on the grounds that the goods or services delivered or performed by O.M. Machinery - AJCE Europe are, in their opinion, defective.
7.3 If payment is not made on time, O.M. Machinery - AJCE Europe, without prejudice to its other rights under law or agreement and without any notice of default being required, is entitled to:
a) suspend the execution of the agreement for which the Buyer is in default with payment, as well as any other agreements with the Buyer;
b) claim compensation for damages resulting from late payment, which compensation at least consists of the statutory commercial interest (as referred to in articles 6:119a and 6:120 paragraph 2 of the Dutch Civil Code). Interest shall accrue from the moment the Buyer defaults on payment until the moment the Buyer has fully paid what is owed to O.M. Machinery - AJCE Europe. After each year, interest will also be due on the accrued but unpaid interest referred to in the previous sentence;
c) claim compensation for all judicial and extrajudicial costs, the latter costs being deemed to amount to at least 15% of the amount the Buyer has failed to pay on time and that O.M. Machinery - AJCE Europe demands.
7.4 If O.M. Machinery - AJCE Europe has reason to doubt the Buyer's compliance with its payment obligations – whereby the following circumstances on the Buyer's side shall in any case constitute sufficient grounds for doubt: repeated late payment, attachment on the Buyer's assets, suspension of payments, bankruptcy, full or partial cessation of business – all amounts owed by the Buyer to O.M. Machinery - AJCE Europe shall become immediately due and payable and O.M. Machinery - AJCE Europe is entitled to suspend its own

obligations until full payment or – to the satisfaction of O.M. Machinery - AJCE Europe – security for payment is provided. If security or full payment is not provided within fourteen (14) calendar days after the request to do so, O.M. Machinery - AJCE Europe is entitled to terminate the relevant agreement immediately and without judicial intervention, without prejudice to its right to compensation for damages suffered and/or to be suffered, and without being liable for any damages.

Article 8 Agreed Services

8.1 If O.M. Machinery - AJCE Europe supplies goods, O.M. Machinery - AJCE Europe will only be responsible for assembly, installation, commissioning, and/or maintenance if and to the extent expressly agreed.

8.2 If it has been agreed that O.M. Machinery - AJCE Europe will take care of assembly, installation, commissioning, and/or maintenance, the Buyer shall provide all possible cooperation, permits, access, and materials necessary for O.M. Machinery - AJCE Europe to carry out the assembly, installation, commissioning, and/or maintenance, unless otherwise agreed.

Article 9 Intellectual Property and Confidentiality

9.1 O.M. Machinery - AJCE Europe reserves all rights and powers granted under intellectual property laws. If third parties infringe on any intellectual property rights of O.M. Machinery - AJCE Europe, the Buyer shall notify O.M. Machinery - AJCE Europe without delay.

9.2 All data and information of a business and confidential nature belonging to O.M. Machinery - AJCE Europe, including but not limited to drawings, catalogs, product designs, and software provided to the Buyer, may not be copied or disclosed to third parties without prior written consent from O.M. Machinery - AJCE Europe.

9.3 O.M. Machinery - AJCE Europe has the right to use knowledge gained from the execution of an Agreement for other purposes, provided that no strictly confidential information of the Buyer is disclosed to third parties.

Article 10 Quality

10.1 O.M. Machinery - AJCE Europe delivers goods and performs work that meet the quality requirements expressly agreed upon and comply with the legal regulations in force in the Netherlands at the time of the last offer by O.M. Machinery - AJCE Europe. If after the last offer but before delivery O.M. Machinery - AJCE Europe becomes aware of new relevant legal regulations in the Netherlands, O.M. Machinery - AJCE Europe will inform the Buyer. In mutual consultation, the performance to be delivered by O.M. Machinery - AJCE Europe will be adjusted accordingly. The delivery time will be adjusted as necessary, and any additional costs resulting from the adjustment shall be borne by the Buyer. If no explicit quality requirements have been agreed for goods to be delivered or services to be performed, the quality shall not be below good average quality.

10.2 If a permit is required for possession and/or use of goods, the Buyer is responsible for obtaining this permit.

Article 11 Defects

11.1 A warranty period of twelve (12) months applies to the remedying of defects or shortcomings in goods and/or services delivered by O.M. Machinery - AJCE Europe. O.M. Machinery - AJCE Europe reserves the right to deviate from this period.

11.2 Defects and shortcomings must be reported in writing to O.M. Machinery - AJCE Europe within ten (10) business days after their discovery.

11.3 If reported timely, O.M. Machinery - AJCE Europe will remedy the defect by repair or replacement. If repair or replacement entails disproportionate costs, O.M. Machinery - AJCE Europe may reduce or refund the price, or dissolve the agreement in writing. O.M. Machinery

- AJCE Europe has the discretion to choose among these options.
11.4 Additional provisions regarding remedying defects:
a) The remedy will take place at a location designated by O.M. Machinery - AJCE Europe. Transport costs to and from this location are at the expense and risk of the Customer.
b) For remedying defects outside the Netherlands, travel and accommodation costs of those carrying out the work are borne by the Customer.
c) Goods or parts replaced become the property of O.M. Machinery - AJCE Europe.
d) The Customer has no right to remedy defects resulting from normal wear and tear, improper or careless use, use not in accordance with the intended purpose, or failure to follow instructions from O.M. Machinery - AJCE Europe.
e) The right to remedy defects lapses if the defect was caused by negligence, intent, or gross fault by the Customer.
f) The right to remedy defects lapses if the Customer remedies or has a third party remedy defects without prior consent of O.M. Machinery - AJCE Europe.
g) The right to remedy defects lapses if the Customer makes changes to the product without prior consent.
h) The existence of defects does not justify suspension of payment obligations. If the Customer fails to pay after written notice, the right to remedy defects lapses.
i) No warranty is given on second-hand goods unless explicitly agreed.
11.5 For goods obtained from third parties or work performed by third parties, remedying defects will only be free of charge if the third party covers the costs.
11.6 Defects only justify dissolution by the Customer if O.M. Machinery - AJCE Europe, after written notice and a reasonable period (at least fourteen (14) calendar days), fails to remedy the defect.
11.7 Any claims by the Customer for remedy, compliance, rescission, or dissolution lapse if not legally filed against O.M. Machinery - AJCE Europe within three (3) months after timely defect notification.

Article 12 Liability and Indemnity
12.1 If O.M. Machinery - AJCE Europe is liable, this liability is limited to the provisions in this article.
12.2 O.M. Machinery - AJCE Europe is not liable for damages resulting from incorrect or incomplete information provided by or on behalf of the Customer.
12.3 Liability is limited to a maximum of the invoice amount paid for the product(s) giving rise to the claim. A series of related damaging events counts as one event.
12.4 Liability is in any case limited to the amount paid out by O.M. Machinery - AJCE Europe’s insurer.
12.5 O.M. Machinery - AJCE Europe is only liable for direct damage, defined exclusively as:

- reasonable costs of determining the cause and extent of the damage, insofar as this relates to damage under these Terms;
- reasonable costs incurred to have the defective performance brought in line with the agreement, to the extent attributable to O.M. Machinery - AJCE Europe;
- reasonable costs incurred to prevent or limit damage, provided the Customer demonstrates these costs limited direct damage as defined herein.
  O.M. Machinery - AJCE Europe is never liable for indirect damages, including but not limited to consequential damage, lost profits, missed savings, and business interruption.

12.6 The limitations of liability do not apply in case of intent or gross negligence by statutory directors or equivalent management personnel of O.M. Machinery - AJCE

Europe.
12.7 All claims for damages under this agreement lapse if not reported in writing to O.M. Machinery - AJCE Europe within ten (10) calendar days after occurrence and if no legal claim is filed within three (3) months thereafter.
12.8 The Customer indemnifies O.M. Machinery - AJCE Europe against claims by third parties who suffer damage related to the execution of the agreement, where the cause is attributable to others than O.M. Machinery - AJCE Europe.

Article 13 Force Majeure

13.1 For O.M. Machinery - AJCE Europe, force majeure within these Terms and Conditions means, in addition to what is understood by law and case law, all external causes, foreseen or unforeseen, beyond the control of O.M. Machinery - AJCE Europe, the consequences of which O.M. Machinery - AJCE Europe could not reasonably prevent, but which make it impossible for O.M. Machinery - AJCE Europe to fulfill its obligations. This also includes organized or unorganized strikes.

13.2 During force majeure, the obligations of O.M. Machinery - AJCE Europe are suspended. If the period in which fulfillment of obligations is impossible due to force majeure lasts longer than three (3) consecutive months, either party is entitled to dissolve the agreement without any obligation to pay damages.

13.3 If at the time force majeure occurs O.M. Machinery - AJCE Europe has already partially fulfilled its obligations or can only partially fulfill them, it is entitled to invoice the performed or to be performed part separately, and the Customer is obliged to pay this invoice as if it concerned a separate agreement.

13.4 If either party believes it is or will be in force majeure, it shall immediately notify the other party in writing.

Article 14 Partial Invalidity

14.1 If one or more provisions of these Terms and Conditions are void or annulled, the remaining provisions of that article and these Terms and Conditions shall remain fully applicable. In case of voidness or annulment of one or more provisions, the parties shall consult to agree on new provisions to replace the void or annulled ones, taking into account as much as possible the purpose and intent of the original provisions.

Article 15 Amendment Clause

15.1 O.M. Machinery - AJCE Europe reserves the right to unilaterally amend these Terms and Conditions, provided it notifies the Customer in writing one (1) month in advance, stating from which moment the new terms apply to all legal relationships arising between the parties from that moment.

Article 16 Applicable Law and Competent Court

16.1 The legal relationship(s) between O.M. Machinery - AJCE Europe and the Customer shall be governed by Dutch law.

16.2 All disputes arising from the agreement between the parties shall primarily be settled by the competent court in the place where O.M. Machinery - AJCE Europe is established. Nevertheless, O.M. Machinery - AJCE Europe has the right to submit the dispute to the legally competent court or to the Arbitration Board