

## GENERAL TERMS AND CONDITIONS OF EUROSTRUT SUPPORT SYSTEMS & SOLUTIONS B.V.

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### Article 1: General

- 1.1 In these general terms and conditions, the following definitions apply:
- Agreement:* the agreement entered into between Eurostrut and the Client, any amendment or addition thereto as well as all acts, including legal acts, in preparation and performance of that agreement.
- Client:* any natural person or legal entity, acting in the course of a profession or business, with whom Eurostrut enters into an Agreement or with whom Eurostrut negotiates the formation of an Agreement.
- General Terms and Conditions:* the present general terms and conditions of Eurostrut.
- Offer:* the offer and/or quotation made by Eurostrut to the Client in respect of Products to be delivered by Eurostrut.
- Parties:* Eurostrut and the Client together.
- Products:* the cable support and strut mounting systems and related solutions to be manufactured and/or sold by Eurostrut.
- 1.2 These General Terms and Conditions apply to all offers from Eurostrut and to all assignments to Eurostrut for the sale and delivery of Products and/or the performance of activities by Eurostrut, as well as to all Agreements.
- 1.3 Any of the Client's terms and conditions, including general purchase conditions, expressly do not apply, unless expressly agreed otherwise in writing in advance.
- 1.4 These General Terms and Conditions also apply to subsequent and future agreements between the Parties and/or other activities of Eurostrut, even if no reference is made to these General Terms and Conditions.
- 1.5 The Client may only rely on provisions varying from these General Terms and Conditions if and in so far as they are accepted by Eurostrut in writing.
- 1.6 These General Terms and Conditions also apply to third parties engaged by Eurostrut in the performance of the Agreement in question.

### Article 2: Offers, assignments and agreements

- 2.1 Unless indicated otherwise, all Offers by Eurostrut are always without obligation and based on the performance of the Agreement by Eurostrut under normal circumstances. Offers may always be amended or revoked by Eurostrut up to five (5) working days after their acceptance has reached Eurostrut.
- 2.2 Unless the Offer provides otherwise, the Offer is valid for thirty (30) days from the date of the Offer. The offer in the Offer lapses if it is not fully and unconditionally accepted within this acceptance period. Assignments to and acceptances of Offers by the Client are considered irrevocable.
- 2.3 An Agreement is only entered into if and as soon as Eurostrut has confirmed in writing the acceptance of the Offer to the Client, whether or not this acceptance differs from the original Offer. An Agreement is also considered to be entered into as soon as Eurostrut begins to perform the Agreement in practice.
- 2.4 If, after an Agreement is entered into, circumstances arise that were unknown to Eurostrut at the time the Agreement was entered into, but as a result of which Eurostrut cannot reasonably be required to perform the Agreement unaltered, Eurostrut has the right to request that the terms of the Agreement be modified to allow an economically viable performance to remain reasonably possible.

### Article 3: Drawings, statements and instructions

- 3.1 Measurements, weights, shapes, images, quality standards, drawings, calculations, designs and other data included in Offers, catalogues, brochures, illustrations and the like, are only binding if and in so far as expressly agreed in writing. Minor deviations from agreed measurements, weights, shapes, illustrations, quality standards and calculations can never be held against Eurostrut.
- 3.2 The Client guarantees that the information and data it provides are accurate and complete. Eurostrut is not liable for any loss (partly) caused by or (partly) resulting from the Client's failure to provide information, or the late, incorrect and/or incomplete provision of information.
- 3.3 Eurostrut never accepts any responsibility for materials, products and/or parts made available by the Client. The Client is always fully liable for any damage to or in connection with the use of tools made available by the Client and instructions imposed.

### Article 4: Price

- 4.1 Prices quoted by Eurostrut or agreed upon with Eurostrut are net prices, meaning they are exclusive of VAT and exclusive of any import or export duties and other levies, unless otherwise agreed, only in the event of transfer ex works or ex warehouse of unpackaged Products. Furthermore, unless otherwise agreed, prices are exclusive of the costs of packaging, loading, transport, unloading, insurance, installation and/or assembly.
- 4.2 If Eurostrut has undertaken the packaging, loading, transport, unloading, insurance, installation and/or assembly of the Products without an expressly agreed price in writing, it has the right to charge the Client for the actual costs and/or Eurostrut's usual rates.

### Article 5: Performance and delivery

- 5.1 Delivery times agreed in writing commence and Eurostrut in principle begins performing the Agreement, only after the Agreement has been entered into and after all objects, documents and data necessary for the performance and/or to be provided by the Client are made available to Eurostrut, and after any stipulated advance payment has been received by Eurostrut or security for payment has been provided for Eurostrut's benefit.
- 5.2 Eurostrut is always entitled to engage third parties for the performance of the Agreement.
- 5.3 Unless otherwise agreed, Products to be delivered by Eurostrut are considered delivered as soon as they have left Eurostrut's factory or warehouse, or that of third parties engaged by Eurostrut, for transport to or on behalf of the Client.
- 5.4 The time limits agreed with Eurostrut within which the Products will be delivered by Eurostrut or the activities performed by Eurostrut are approximate and, unless otherwise agreed, not strict deadlines. Exceeding these time limits does not entitle the Client to additional or substitute compensation, nor does it entitle the Client to withhold any of its own obligations arising from the Agreement. The Client is entitled to terminate (*ontbinden*) the Agreement by written notice if Eurostrut has not delivered the Products or performed the activities within a reasonable period of at least 14 days specified in writing by the Client after the initial delay.
- 5.5 Delivery times are extended by the time the Client is delayed in the performance of any obligation than agreed or reasonably to be expected by Eurostrut, as well as by the time required for any additional work requested by the Client.
- 5.6 In addition to the situations of force majeure described in article 8, Eurostrut is not liable for delays in the delivery of Products or performance of activities due to circumstances beyond Eurostrut's direct control, such as, but not limited to, delays by subcontractors, shortages of raw materials, or prolonged employee illness. In such cases, delivery times are extended by the duration of the delay without this constituting grounds for compensation or termination (*ontbinding*) by the Client.
- 5.7 Eurostrut has the right to make partial deliveries. For the application of these General Terms and Conditions, each partial delivery is considered an independent delivery.

- 5.8 The Client is obliged to inform Eurostrut promptly and fully of all circumstances that may affect the performance of the Agreement, including but not limited to changes in business processes or the use of the delivered Products. If the Client fails to fulfil this obligation and it leads to delays or additional costs, Eurostrut has the right to charge these delays or costs to the Client.
- 5.9 Eurostrut performs the activities to the best of its knowledge and ability and in accordance with the current state of technology.

## Article 6: Risk transfer and retention of title

- 6.1 The risk for the Products to be delivered by Eurostrut is borne by the Client from the moment those Products are considered delivered as referred to in article 5.3 or article 7.3.
- 6.2 Loading, shipping or transport, unloading, and insurance of the Products to be delivered are at the Client's risk, even if Eurostrut is responsible for these activities.
- 6.3 All Products delivered by Eurostrut remain the property of Eurostrut until the Client has fully met all its payment obligations arising from the Agreement or previous Agreements with Eurostrut, including interest and costs, including claims related to the Client's failure to comply with such Agreements.
- 6.4 The Client is obliged to treat the Products delivered under retention of title with due care and to keep them clearly identifiable as Eurostrut's property. The Client is also obliged to insure the Products against risks such as fire, theft and damage and to make the insurance policies available for inspection at Eurostrut's first request.
- 6.5 If the Client does not meet its obligations to Eurostrut or Eurostrut has good reason to believe that the Client is not going to meet its obligations, Eurostrut is entitled to take back the Products delivered under retention of title, immediately and without prior notice. To that purpose, the Client hereby grants Eurostrut irrevocable permission to enter all places where these Products are located and to take back the Products.
- 6.6 If third parties levy attachment on the Products delivered under retention of title or wish to establish or enforce rights to them, the Client is obliged to inform Eurostrut immediately thereof.

## Article 7: Acceptance, inspection

- 7.1 The Client is obliged to inspect the Products, as well as the activities carried out by Eurostrut, within three (3) working days after delivery. In doing so, the Client must verify whether the delivered items, in terms of nature, quantity, and quality, fully comply with the Agreement.
- 7.2 Any defects must be reported to Eurostrut immediately after the inspection of the Products and/or activities referred to in paragraph 1 of this article and laid down in writing, supported by reasons, at the risk of forfeiting any claims the Client may have against Eurostrut in this respect.
- 7.3 The Products are considered delivered on the first of the following moments:
  - a) as soon as the Client has approved the Products or has not reported any (alleged) defects in accordance with paragraph 2 of this article;
  - b) as soon as Eurostrut has remedied any defects identified by the Client during the inspection referred to in paragraph 1 of this article;
  - c) when the Products are (partially) put into operation or use.
- 7.4 If defects are identified, the Client grants Eurostrut the unobstructed and immediate opportunity to repair the Products under the originally agreed conditions.
- 7.5 Immediately after the Products are delivered as referred to in this article, the risk for all direct and indirect damage to the Products, from whatever cause and through whose fault, is borne by the Client.
- 7.6 The Client must report non-visible defects to Eurostrut in writing within two (2) working days after identification, or after such defects could reasonably have been identified. If the Client fails to do so, any rights it would have in that respect lapse.
- 7.7 Reporting defects or shortages to Eurostrut does not change the Client's obligation to pay for and accept the Products.

## Article 8: Force majeure

- 8.1 Eurostrut is entitled to invoke force majeure if the performance of the Agreement is wholly or partially, temporarily or permanently, prevented or hindered by circumstances reasonably beyond its will and/or control, including business blockades, transport disruptions, strikes and lockouts, delays in the delivery to Eurostrut of parts, items or services ordered from third parties, accidents and business disruptions, extreme weather conditions, government measures or pandemics, IT and system failures or other technical problems, as well as illness of essential personnel.
- 8.2 In the event of force majeure on Eurostrut's part, its obligations will be suspended. If the force majeure lasts longer than three months, both Eurostrut and the Client have the right to terminate (*ontbinden*) the Agreement for the part that cannot be performed, by means of a written statement, without prejudice to the provisions of article 13.3. In the event of termination (*ontbinding*) as mentioned above, neither Party is liable for compensation.

## Article 9: Performance of work

- 9.1 Assembly, repair, inspection, and/or other work is carried out by or on behalf of Eurostrut in accordance with standards of good workmanship.
- 9.2 If and in so far as assembly, repair, inspection, and/or other work must be performed on or in connection with goods belonging to the Client that do not originate from Eurostrut itself, Eurostrut has the right to engage or consult qualified third parties at any time during the performance of the Agreement, with the costs of such engagement or consultation being passed on to the Client.

## Article 10: Warranty and quality

- 10.1 Eurostrut vouches for the soundness of the Products it delivers, provided that, in the event of shortcomings in construction, materials, or workmanship that become apparent during the warranty period and in respect of which a timely complaint has been lodged, it either repairs these free of charge, or redelivers them free of charge, or credits the Client in whole or in part for the invoice value of the Products concerned, at Eurostrut's discretion.
- 10.2 Unless otherwise agreed in writing, the warranty period is 12 months from the date of delivery.
- 10.3 For goods or parts of goods procured by Eurostrut from third parties, Eurostrut's warranty obligations towards the Client never exceed the scope or duration of the warranty obligations of those third parties towards Eurostrut. Eurostrut will be discharged from its obligations in this respect when it transfers its claim on that third party to the Client.
- 10.4 Eurostrut warrants that all Products delivered and work performed by it comply with the applicable laws and regulations in the Netherlands. The Client must inform Eurostrut of any laws and regulations applicable outside the Netherlands that may affect the performance of the Agreement and/or the delivery of the Products.
- 10.5 The Client is obliged to use the delivered Products in accordance with the applicable laws and regulations and indemnifies Eurostrut against any claims or damage resulting from incorrect or unlawful use of the delivered Products.
- 10.6 Article 11.8 applies mutatis mutandis to Eurostrut's warranty obligations.

## Article 11: Liability and indemnity

- 11.1 Eurostrut's liability for any defects in the Products it has delivered is limited to the compliance with the warranty described in article 10.
- 11.2 Eurostrut is never obliged to pay substitute or additional compensation except if and in so far as the damage suffered was caused by wilful misconduct or gross negligence on the part of Eurostrut or its own employees. Except in cases of Eurostrut's own wilful misconduct, Eurostrut's liability for consequential damage is always excluded, including, inter alia: loss of profit, damage to its image, loss due to business interruption, damage to goods other than those delivered by Eurostrut and/or injury to persons. More specifically, Eurostrut is not liable for damage suffered by third parties. Furthermore, in this context, the Client expressly waives the possibility to ask the court to amend the consequences of the Agreement as referred to in section 6:230(2) of the Dutch Civil Code.
- 11.3 In all cases where Eurostrut is liable to pay damages, the amount will never exceed, at its discretion, either the invoice value of the delivered Products that caused or are related to the damage, or, if the damage is covered by Eurostrut's insurance, the amount actually paid out by the insurer in the matter.
- 11.4 Any claim against Eurostrut, except those recognized by Eurostrut, lapses by the mere expiry of 12 months after the claim arose.
- 11.5 The employees of Eurostrut or auxiliary persons engaged by Eurostrut for the performance of the Agreement may invoke all defences arising from the Agreement against the Client as if they themselves were a party to the Agreement.
- 11.6 The Client indemnifies Eurostrut, its employees and its auxiliary persons engaged for the performance of the Agreement against any third-party claims related to Eurostrut's performance of the Agreement, in so far as such claims exceed or differ from those that the Client is entitled to bring against Eurostrut.
- 11.7 Without prejudice to the other provisions of this article 11, Eurostrut is not liable for damage caused by a defect in a Product, unless the damage arises from product liability as established in European Directive 85/374/EEC or mandatory law. In cases where mandatory law assigns product liability to Eurostrut, Eurostrut is not obliged to compensate any consequential damage.
- 11.8 Any statutory or contractual warranty obligation and/or liability of Eurostrut lapses if and as soon as:
- a) the Client itself or through a third party has tried to undo (alleged) defects;
  - b) the instructions provided by Eurostrut for storage, placement, testing, assembly, maintenance and/or use have not been followed precisely;
  - c) the Client has made or allowed others to make alterations to the delivered Products, regardless of the extent of those alterations;
  - d) the damage or alleged damage is entirely or partially the result of incorrect, careless, or incompetent use by or on behalf of the Client;
  - e) the damage or alleged damage is the result of incorrect information (including, for example, technical data and advice) provided by or on behalf of the Client;
  - f) the damage or alleged damage is entirely or partially the result of or caused by one or more defects for which a party other than Eurostrut is responsible or liable;
  - g) the Client and/or a third party has handled the Products in a careless manner or in a way that, according to public opinion, places the risk on the Client;
  - h) Eurostrut is unable to identify the alleged defects during inspection; and/or
  - i) the Client has not (fully) complied with or is unable to prove compliance with the obligations under any agreed warranty conditions.

## Article 12: Payment and security

- 12.1 Payment must be made within 30 days of the invoice date. However, Eurostrut has the right at all times to demand full or partial prepayment and/or obtain security for payment in any other way.
- 12.2 Warranty claims do not suspend the Client's payment obligations. The Client's right to set off is always excluded.
- 12.3 If the Client fails to pay any amount due within the agreed payment term, the Client is in default without the need for a notice of default. As soon as the Client is in default with any payment, all other claims of Eurostrut against the Client become immediately due and payable, and default also automatically applies to those claims without the need for a notice of default. From the day the Client is in default, the Client owes Eurostrut a default interest of 1.5% per month or part of a month for the duration of the default. If the aforementioned interest is for any reason not enforceable, the Client owes the statutory commercial interest in accordance with Section 6:119a of the Dutch Civil Code.

## Article 13: Termination (*ontbinding*)

- 13.1 If the Client fails to fulfil one or more of its obligations, fails to do so on time or properly, is declared bankrupt, applies for (provisional) suspension of payments, proceeds with the liquidation of its business, or if its assets are partially or wholly seized, or if Eurostrut has a well-founded reason that such a situation will occur, Eurostrut has the right to suspend the performance of the Agreement and/or to terminate (*ontbinden*) the Agreement, either wholly or partially, by means of a written declaration, without prior notice of default.
- 13.2 If Eurostrut suspends or terminates (*ontbinden*) the Agreement under paragraph 1 of this article, Eurostrut is never liable for compensation to the Client. However, in such a case, the Client is required to compensate Eurostrut for any damage and costs incurred by Eurostrut.
- 13.3 The Client is only entitled to terminate (*ontbinden*) the Agreement in the cases referred to in articles 5.4 and 8.2, and then only after payment to Eurostrut of all amounts due to Eurostrut at that time, whether or not due and payable. In the event of termination (*ontbinding*) by the Client as mentioned above, Eurostrut is never obliged to compensate any damage, except for reasonable costs incurred by the Client in relation to the termination (*ontbinding*).

## Article 14: Processing and protection of personal data

- 14.1 If and in so far as personal data are processed in the context of the performance of the Agreement, the Parties ensure compliance with the General Data Protection Regulation (GDPR) and other applicable laws and regulations concerning privacy and data protection.
- 14.2 The Parties take appropriate technical and organizational measures to protect personal data against loss or unlawful processing.
- 14.3 The Parties only process personal data to the extent necessary for the performance of the Agreement and inform each other in the event of a data breach concerning the delivered Products or activities.

## Article 15: Other provisions

- 15.1 The Client is not permitted to transfer or pledge any rights or obligations under any article of these General Terms and Conditions or the underlying Agreement without Eurostrut's written consent. This provision has property law effect.
- 15.2 Eurostrut is entitled to change these General Terms and Conditions. These changes come into effect at the announced time, unless the Client objects in writing to the changed General Terms and Conditions or its applicability within seven (7) days. If no effective date is communicated, the changes take effect as soon as the Client is notified of the change.
- 15.3 Situations not covered by these General Terms and Conditions and/or any uncertainties regarding the interpretation or content of the provisions in these General Terms and Conditions are interpreted in accordance with the intent and spirit of these General Terms and Conditions.

- 15.4 If any provision of these General Terms and Conditions or the Agreement is entirely or partially void, invalid, and/or unenforceable, this does not affect the validity of all other provisions of the General Terms and Conditions or Agreement, and the Parties discuss a replacement provision that aligns with the intent and spirit of these General Terms and Conditions.
- 15.5 These General Terms and Conditions may be drawn up in in different languages. In the event of differences between those language versions, the Dutch version is binding.

## **Article 16: Disputes and applicable law**

- 16.1 All disputes existing between the parties are settled exclusively by the competent court in Rotterdam.
- 16.2 Dutch law applies to the Offer, the Agreement and all contractual and non-contractual obligations arising therefrom or related thereto, to the exclusion of the provisions of international treaties including the Vienna Sales Convention, in so far as these do not contain mandatory law.
- 16.3 All judicial and extrajudicial costs related to the collection of any claim against the Client are borne by the Client. The extrajudicial costs are deemed to be at least 15% of the amount to be claimed.