

## GENERAL TERMS AND CONDITIONS EUROMATE INDUSTRIAL SERVICES B.V.

Effective Date: April 1, 2024

**We would like to point out that this is a free translation of the official Dutch general terms and conditions. Only the original Dutch version is legally binding.**

### General Sales and Delivery Terms

#### Chapter 1: DEFINITIONS

In these General Terms and Conditions, the following terms shall have the meanings ascribed to them below:

<b>GSDT:</b>	these General Sales and Delivery Terms;
<b>Euromate:</b>	the company Euromate Industrial Services B.V., established and having its office at Minervum 7324, 4817 ZD Breda;
<b>Client:</b>	the counterparty of Euromate;
<b>Agreement:</b>	the contract between Euromate and the Client;
<b>Parties:</b>	Euromate and the Client(s) who have entered into an Agreement;
<b>Product/Products:</b>	all equipment and consumables provided by Euromate;
<b>Services:</b>	activities performed by Euromate or third parties engaged by Euromate before, during, or after the conclusion of the Agreement, including installation, commissioning, maintenance, inspection, troubleshooting, and warranty services;
<b>Business Hours:</b>	Monday to Thursday from 8:00 AM to 5:00 PM and Friday from 8:00 AM to 4:00 PM;
<b>In writing:</b>	by post or by email.

#### Chapter 2: GENERAL PROVISIONS

##### Article 1: Applicability

- 1.1 These general terms and conditions apply to all offers made by Euromate, all Agreements, as well as all commitments arising from or based on them, of any nature whatsoever.
- 1.2 If the Client applies general terms and conditions that would be applicable to the Agreement, these GSDT shall prevail, even if the Client's terms and conditions contain a similar priority clause. Every Agreement is concluded under the resolutive condition that these GSDT are applicable. Any reference by the Client to its own terms and conditions is expressly rejected by Euromate.
- 1.3 Deviations from these GSDT (including the provisions in Articles 1.1 and 1.2) are only valid if explicitly agreed upon in writing and signed by both Parties. If such deviations occur for one or more provisions, the remaining provisions of these GSDT shall remain in full force and effect.
- 1.4 These GSDT replace any previously applicable and/or registered general terms and conditions and/or customary conditions between the Parties. If these GSDT are amended, the amended version will become part of every existing Agreement and/or other commitments between the Parties upon its issuance by Euromate to the Client, unless the Client notifies Euromate in writing within seven days of receipt that they do not agree to the amended version.
- 1.5 The potential nullity or voidability of a part of the Agreement and/or these GSDT does not affect the validity of the remaining part of the Agreement and/or these GSDT. In such cases, the provision that legally comes closest to what the Parties would have agreed upon if they had been aware of the nullity or voidability shall apply.
- 1.6 The headings above the various provisions of these GSDT are included solely for convenience and have no bearing on their interpretation.

##### Article 2: Formation of the Agreement

- 2.1 All offers and quotations from Euromate are entirely non-binding unless explicitly stated otherwise in writing by Euromate. Every offer and quotation is based on the execution of the Agreement under normal conditions and during regular working hours unless explicitly agreed otherwise by the Parties.
- 2.2 Unless stated otherwise in the quotation, offers are valid for three (3) months from the date of issuance.
- 2.3 Euromate reserves the right to make the conclusion of an Agreement subject to the Client's creditworthiness, which shall be assessed by Euromate in a binding manner.
- 2.4 A quotation for the supply of multiple Products or Services does not obligate Euromate to deliver part of the Products or Services listed in the quotation at a corresponding fraction of the price.
- 2.5 An Agreement is formed when Euromate acknowledges receipt of the Client's acceptance of an offer from Euromate or when Euromate accepts a request from the Client to enter into an Agreement. The content and acceptance of the Agreement must be recorded in writing by the Parties.
- 2.6 The Client is liable for all damages resulting from incorrect or unclear information provided by them and for failing to promptly notify Euromate in writing of such inaccuracies.
- 2.7 Any modifications or additions to the Agreement are subject to the provisions in Articles 2.1 and 2.5.
- 2.8 The application of Article 7:404 of the Dutch Civil Code (which concerns the personal execution of an agreement) and Article 7:407(2) of the Dutch Civil Code (which concerns joint liability in case of multiple contractors) is excluded.

##### Article 3: Compensation and Payment

- 3.1 Euromate determines a separate fee for each Agreement. The fee is exclusive of VAT and solely intended as compensation for the performance(s) undertaken by Euromate, including the normal associated costs.
- 3.2 All price quotations provided by Euromate are subject to price changes.
- 3.3 Unless a different payment term has been agreed upon in writing, payment (of the amounts stated on the invoices) must be made within thirty (30) days from the invoice date in euros to a bank account designated by Euromate. In the case of bank payments, the payment date is considered the date on which the payment is received.
- 3.4 For agreements related to rental or trial placements, payment of periodically due amounts must be made via direct debit or bank transfer.
- 3.5 Euromate will periodically charge the Client for rental or maintenance fees for the current period, as agreed in writing.
- 3.6 Invoices under €75.00 are subject to an administrative fee of €2.85.
- 3.7 The costs of returning purchased, rented, or trial/loaned goods are the responsibility of the Client.
- 3.8 Euromate aims for digital invoicing. Euromate is entitled to charge the Client an (administrative) fee of €10 (ten euros) per invoice for invoices sent by post.

- 3.9 Set-off or withholding of invoice amounts by the Client, on any grounds whatsoever, is not permitted.
- 3.10 Payments shall first be applied to all outstanding costs and interest and finally to the oldest outstanding invoices.
- 3.11 If payment has not been made in full within the term specified in Article 3.3, the Client shall be in default by operation of law. From the day following the expiration of the payment term, the Client shall owe Euromate a late payment interest of 2% per month, including partial months, on the outstanding amount, without the need for any prior notice of default. This is without prejudice to Euromate's right to statutory (commercial) interest. Partial months shall be counted as full months. In the event of late payment, Euromate is entitled to suspend its services.
- 3.12 All costs arising from judicial or extrajudicial collection of the claim shall be borne by the Client, even if these costs exceed court-awarded legal fees. The extrajudicial costs owed by the Client shall amount to at least 15% of the outstanding amount, with a minimum of €500.00.
- 3.13 Euromate is entitled at all times to require the Client to make an advance payment or provide adequate security for the fulfillment of its obligations. If the Client does not immediately comply with such a request from Euromate, Euromate is entitled to suspend or terminate its services.
- 3.14 In the event of the Client's bankruptcy or a bankruptcy petition being filed against the Client, all claims by Euromate against the Client shall become immediately and fully due and payable.

#### **Article 4: Delivery, Installation, and Acceptance**

- 4.1 All delivery or installation deadlines for Products stated by Euromate are determined to the best of its knowledge based on the information available to Euromate at the time the Assignment was agreed upon. A delivery deadline specified or agreed upon with Euromate shall not be considered a strict deadline unless explicitly agreed otherwise in writing between the Parties. In the event of a delayed delivery, Euromate must first be given formal notice of default through a written demand specifying the exact obligation that Euromate has failed to meet and granting a reasonable period for performance. The Client shall not be entitled to any form of compensation for damages due to late delivery and is not authorized to terminate the Assignment.
- 4.2 If Euromate is unable to fulfill the Assignment due to force majeure for a period of two (2) months following the delivery period, both Parties shall be entitled to terminate the Assignment without judicial intervention by means of a registered letter. In such a case, neither Party shall be liable to compensate the other for any damages.
- 4.3 Euromate shall not be required to commence execution of the Assignment until all necessary information, data, or goods are in its possession. Euromate is entitled to commence and/or complete the work earlier unless otherwise specified in the Assignment.
- 4.4 The Client shall ensure that the installation locations are suitable for the installation and use of the Products, allowing Euromate to commence execution of the Assignment without delay. The Client shall also provide the necessary electrical connections and any other requirements needed to ensure the proper functioning of the Product, in accordance with Euromate's instructions.
- 4.5 The Client is responsible for the timely availability of auxiliary materials, including but not limited to scaffolding, tools, forklifts, or aerial work platforms of sufficient height, as required by Euromate.
- 4.6 If necessary data, materials, or facilities are not provided, not provided on time, or not provided in accordance with the agreements between the Parties due to the Client's failure, the Products shall be deemed to have been delivered and installed on the delivery date or the date on which the Products were offered for delivery to the Client. Euromate reserves the right to charge the Client for any additional costs incurred due to the Client's failure, based on its standard rates.
- 4.7 Transport damage and damage to the Client's property resulting from the delivery, installation, or retrieval of Products carried out on behalf of Euromate must be reported to Euromate within twenty-four (24) hours of the Client discovering or reasonably being expected to have discovered the damage. Euromate shall not accept any liability for such damages if they are not reported within the aforementioned timeframe.
- 4.8 The Client shall ensure that working conditions comply with VCA (Safety, Health, and Environment) standards.

#### **Article 5: Obligation to Accept Delivery**

- 5.1 The Client is obliged to accept the Products specified in the Assignment, to cooperate with the necessary arrangements for the installation of the purchased Products, and, if applicable, to facilitate their maintenance on the agreed dates.
- 5.2 Any costs incurred by Euromate as a result of the Client's failure to meet these obligations shall be borne by the Client, as well as the contractual value of the goods and services delivered and/or yet to be delivered by Euromate.

#### **Article 6: Transfer of Ownership, Retention of Title**

- 6.1 Euromate retains ownership of all delivered and to be delivered Products until all of its claims regarding the delivered and to be delivered Products have been fully satisfied by the Client, including claims arising from the non-performance of one or more Assignments.
- 6.2 If the Client fails to meet its obligations, Euromate is entitled to dismantle and/or reclaim the Products that belong to it, at the Client's expense, and/or have them reclaimed from the location where they are situated. The Client hereby grants unconditional and irrevocable permission to Euromate or its designated third parties to enter all locations where Euromate's property is located and to take back such items.
- 6.3 All intellectual property rights related to the (manufacture of) the offers, proposals, and Assignments provided by Euromate, including any images, designs, drawings, sketches, models, etc., and the Products to be delivered by Euromate, shall always remain with Euromate. To the extent that any action by the Client is required to establish these rights, the Client unconditionally agrees to cooperate with such actions.
- 6.4 The Products that have not yet been paid for and all Products subject to Euromate's retention of title may not be pledged or transferred in ownership. This non-pledge and non-transfer clause has property law effect as stated in Article 3:83(2) of the Dutch Civil Code. The Client is required to keep the Products delivered under retention of title with due care and to identify them as Euromate's property.
- 6.5 The items mentioned in this article remain the property of Euromate, even if costs have been charged for them, and may not be copied, reproduced, handed over to third parties, or made available for inspection without written consent from Euromate, either in whole or in part. Upon Euromate's request, these items must immediately be returned.
- 6.6 The Client is required to insure the Products for the duration of the retention of title against fire, explosion, and water damage, as well as theft, at its own expense, and to present the insurance policies to Euromate for inspection upon first request. All claims by the Client against insurers under these insurances will, once Euromate requests it, be pledged by the Client to Euromate to provide additional security for Euromate's claims against the Client.
- 6.7 If third parties place a lien on the Products delivered under retention of title or seek to establish or assert rights to them, the Client is required to notify Euromate as soon as reasonably possible.
- 6.8 If Euromate reclaims Products under the provisions of this article, the value of these Products will be deducted from the outstanding invoice amounts that the Client must pay. Euromate has the right to determine the value of the Products at the time of reclamation, using the market value at that time as the basis.

## Article 7: Complaints, Warranty, and Expiration of Client's Rights

- 7.1 If the Assignment (also) includes the provision of Products, the Client must immediately complain to Euromate about any observable defects and confirm this in writing without delay. If the Client fails to do so, any defects identified upon return by Euromate are deemed to have occurred during the time the Products were made available to the Client.
- 7.2 Complaints regarding the execution of the Assignment must be submitted in writing, properly motivated, and within eight (8) days after the completion of the Assignment. Failure to do so will be deemed as approval of the Assignment by the Client. If the Client complains, they are obliged to unconditionally allow Euromate to perform an inspection. If the complaint is not made in time, the Client forfeits any claim against Euromate on any legal and/or contractual grounds. Legal actions must be initiated within one (1) year after the timely complaint, or they will expire.
- 7.3 The manufacturer's warranty on Products is limited to twelve (12) months after installation at the Client's premises.
- 7.4 Defects in Products not covered by the warranty due to nature or time limitations will be remedied by Euromate at the Client's request, subject to Euromate's standard rates.
- 7.5 Defects in Products that are entirely or partially the result of the following are excluded from the warranty:
- Normal wear and tear;
  - Failure to comply with operating and maintenance instructions;
  - Use for purposes other than those intended;
  - Unskilled installation, adjustment, or handling by parties other than Euromate;
  - Modification of the product by the Client;
  - Use of filters or other parts/materials for or in the Product not purchased from Euromate;
  - Self-service not performed, performed incompletely, incorrectly, or at incorrect intervals.
- 7.6 Claims under this warranty are not transferable to a third party without Euromate's written consent.
- 7.7 Euromate's records will be decisive in determining which Products the Client has received (returned), unless the Client can provide evidence to the contrary.
- 7.8 Complaints regarding the execution of the Assignment do not suspend the Client's payment obligations for that or other Assignments.
- 7.9 The Client must notify Euromate in writing of any inaccuracies in invoices within eight (8) days from the invoice date. Failure to do so will be deemed as approval of the invoice by the Client.
- 7.10 After identifying a shortcoming, the Client is obliged to take all necessary actions to prevent or limit any damage.
- 7.11 If the Client fails to meet any obligation, either financially or otherwise, arising from the Assignment with Euromate or any related Assignment, Euromate is not obligated to provide any warranty – however named – for any of these Assignments. If the Client makes changes, disassembles, repairs, or undertakes other work without prior written consent from Euromate, any claims under the given warranty will expire.
- 7.12 The alleged failure by Euromate to meet its warranty obligations does not release the Client from the obligations arising from any Assignment entered into with Euromate.
- 7.13 Any ownership retention made by Euromate concerning the original parts also applies to the new parts or new product.
- 7.14 Euromate's warranty only applies to Products and services provided by Euromate in the Netherlands, Belgium, and Luxembourg.

## Article 8: Liability

- 8.1 Except as provided in Article 7, the Client has no claims against Euromate for defects in or related to the services provided or Products made available by Euromate, regardless of the cause, unless there is gross negligence or intent by Euromate. The Client can only hold Euromate liable for direct damage that is an immediate and direct consequence of a shortcoming attributable to Euromate in the performance of its obligations under the Assignment.
- 8.2 Euromate is not liable for indirect damage, including but not limited to business damage, consequential damage, loss of profit, missed savings, and/or stagnation damage, nor for damage that could reasonably have been prevented or mitigated by the Client. A condition for liability is that the Client notifies Euromate in writing immediately after discovering the shortcoming and provides Euromate with a reasonable period to remedy the shortcoming.
- 8.3 The results of the application and use of the advice provided by Euromate depend on various factors outside of Euromate's control. Therefore, the Client cannot derive rights from the advice given.
- 8.4 Damage to Products caused by damage or destruction of the Products is at the expense and risk of the Client.
- 8.5 Any liability, both contractual and non-contractual, of Euromate, as well as its employees, directors, assistants, and subordinates, is limited to the amount paid out under the relevant insurance coverage taken out by Euromate. If, for any reason, no payout is made under the aforementioned insurance, or if no insurance has been taken out, the liability is limited to the invoice amount of the Assignment that caused or is related to the damage, with a series of identical and/or interrelated, damage-causing events being considered as one event.
- 8.6 Notwithstanding the provisions of Article 6:89 of the Dutch Civil Code, the right to compensation for damages, on any legal ground, will expire twelve (12) months after the event or omission from which the damage directly or indirectly arises and for which Euromate is liable, but in any case, no later than five (5) years after the date of the last invoice.
- 8.7 The terms, exclusions, and limitations of liability stated in these General Terms and Conditions also apply for the benefit of Euromate's subordinates and any other persons who are engaged or used by Euromate in the context of the formation and execution of the Assignment.
- 8.8 If, and to the extent, the Client has insured any risk related to the Assignment, they are obliged to claim any damage under that insurance and indemnify Euromate against any recourse claims from the insurer.
- 8.9 The Client is obliged to indemnify and hold Euromate harmless in connection with all claims from third parties related to or arising from the Assignment.
- 8.10 The exclusion or limitation of liability arising from this article and the corresponding obligation of the Client to indemnify will also apply for the benefit of Euromate's staff and other assistants, whether or not under its direct supervision, who are involved in the execution of the Assignment, as well as for any advisors engaged by Euromate.

## Article 9: Force Majeure

- 9.1 If Euromate is prevented from performing the Assignment due to force majeure, it is entitled to suspend the execution of the Assignment for at least the duration of the period in which Euromate is prevented from performing due to force majeure. In this case, the Client has no right to compensation for damages, costs, and/or interest.
- 9.2 Force majeure is understood to mean circumstances that prevent Euromate from fully or partially fulfilling its obligations and that are not attributable to Euromate. These include, among other things, strikes, fire, and other disruptions at Euromate's premises or those of its suppliers and transporters, government measures, a general shortage of raw materials, non-performance by a supplier, natural disasters, terrorism, or mobilization.

- 9.3 If the period during which Euromate is unable to fulfill its obligations due to force majeure exceeds two months, both Parties are entitled to terminate the Assignment without judicial intervention. Such termination will occur upon receipt by one Party of a registered written termination statement from the other Party, without any obligation for either Party to pay damages.
- 9.4 If Euromate has already partially fulfilled its obligations or can only partially fulfill its obligations at the onset of force majeure, Euromate has the right to invoice the already delivered or deliverable portion separately, and the Client is obliged to pay this invoice within the period specified by Euromate.

#### **Article 10: Intellectual or Industrial Property and Confidential Information**

- 10.1 All intellectual property rights regarding the (manufacturing of the) offers, proposals, and Assignments provided by Euromate, and the images, designs, drawings, sketches, models, etc., included therein, as well as the Products to be delivered by Euromate, remain vested in Euromate. To the extent that any action by the Client is required for the establishment of these rights, the Client unconditionally agrees to cooperate with this.
- 10.2 All documents made available by Euromate are exclusively intended for the Client for the purpose for which they were provided and may not be disclosed, reproduced, or discussed with third parties without prior consent from Euromate. Third parties also include all individuals within the Client's organization who do not necessarily need to see the Products or documents.
- 10.3 The Client may not remove or alter any trademark, trade name, or other intellectual or industrial property rights from the Products or materials.
- 10.4 Euromate has the right to use knowledge gained through the performance of work for other purposes, provided that no confidential information is disclosed.

#### **Article 11: Suspension, Termination of the Assignment**

- 11.1 Euromate is entitled, at its discretion, to suspend the execution of the Assignment in whole or in part, or to terminate the Assignment in whole or in part without prior notice and without judicial intervention by providing written notice to the Client (without Euromate being obliged to pay any compensation and without prejudice to its other rights, including the right to full compensation) in the event of:
- Suspension of payments or bankruptcy of the Client, or an application for such;
  - Partial or total sale or termination of the Client's business;
  - Seizure of the Client's business assets or objects intended for the execution of the Assignment;
  - Any failure by the Client to comply with any obligation arising from the Assignment and/or these General Terms and Conditions;
  - Failure to make timely payment by the Client as described in Article 3 of these General Terms and Conditions.

#### **Article 12: Resellers**

- 12.1 Distributors selling Euromate Products are independent resellers and are not authorized to represent Euromate.

#### **Article 13: Miscellaneous**

- 13.1 Euromate reserves the right to amend these General Terms and Conditions. Changes will apply as soon as Euromate has notified the Client.
- 13.2 If one or more provisions of these General Terms and Conditions are null and void or are annulled, the Assignment(s), any other agreements, and these general terms will remain in full force. The provision(s) that are legally invalid or cannot be enforced will be replaced by provisions that, to the greatest extent possible, align with the intent of the provisions being replaced.
- 13.3 In the event of a conflict between any provision in these General Terms and Conditions and the provisions of the Assignment(s), the provisions in the Assignment(s) shall prevail.
- 13.4 Euromate is entitled to transfer its rights and obligations under the Assignment(s), any other agreement(s), and these terms to a third party. Unless otherwise agreed in writing between the Parties, the Client may not transfer its rights and obligations under the Assignment(s), any other agreement(s), and these terms to a third party.
- 13.5 In the event of special – anticipated or unforeseen – circumstances such as developments in laws and regulations, Euromate is entitled to immediately amend or terminate the Assignment(s) if the special circumstances make it unreasonable to require Euromate to continue the Assignment(s) and/or any other agreement(s) under the same terms.

#### **Article 14: Disputes**

- 14.1 Dutch law exclusively applies to all obligations between the Parties, as well as the execution thereof.
- 14.2 All disputes between the Parties will be exclusively adjudicated by the competent Dutch court of the Zeeland-West Brabant district. Before submitting disputes to the aforementioned court, the Parties will engage in discussions, with the goal of reaching an amicable solution.

## Chapter 3 – RENTAL TERMS

The provisions referred to in this chapter, "rental terms," are applicable in addition to the General Provisions of the General Terms and Conditions if Euromate rents Products to the Client.

### Article 1: Rental Agreement

- 1.1 The rental agreement includes maintenance of the Products specified in the rental agreement, to be provided by Euromate.
- 1.2 Any malfunctions in/with the Products specified in the rental agreement will be repaired by Euromate. Costs for repairing the malfunction will only be invoiced to the Client by Euromate if the malfunction was caused by the Client or if the cause lies within the Client's risk sphere.

### Article 2: Duration

- 2.1 Unless another start date is specified in the rental agreement, the rental begins on the day of installation of the Product and applies for the term specified in the rental agreement.
- 2.2 The rental agreement is entered into for a fixed term, unless otherwise agreed in the rental agreement.
- 2.3 The rental agreement is automatically extended for one (1) year after the expiration of the specified period, unless a written termination is received by Euromate no later than thirty (30) days before the end of the rental period.
- 2.4 In the event of early termination, the Client shall immediately owe Euromate the residual value of the rental agreement, dismantling, and transportation costs.
- 2.5 If the above-mentioned notice period is not observed, the Client shall immediately owe Euromate the residual value of the rental agreement.

### Article 3: Compensation and Payment

- 3.1 In case of non-use of the rented Product, the Client is not entitled to a discount or refund of the rental fee owed/paid.
- 3.2 The rental price consists of the following elements:
  - rental and interest for the Product;
  - periodic cleaning of the contaminated electrostatic filter cells;
  - preventive maintenance of the Product;
  - warranty services in case of malfunctions, including travel costs, materials, and parts.
- 3.3 Euromate reserves the right to review the maintenance prices during the term of the rental agreement in accordance with the underlying cost factors.
- 3.4 The Client is entitled to transfer its legal relationship under the rental agreement with Euromate in the manner prescribed in Article 6:159 of the Dutch Civil Code (BW), whereby the required cooperation from Euromate for contract transfer will only occur in the form of prior written approval from Euromate. If the rental agreement is transferred to a third party after prior written approval from Euromate, transfer costs will be owed to Euromate. If reinstallation is necessary, a fee of 10% of the total contract value excluding VAT will be owed to Euromate for dismantling and installation costs. In case of a rental agreement transfer without reinstallation, an administrative fee of 1% of the total contract value excluding VAT will be charged.
- 3.5 In the event of late payment, the Client shall owe Euromate default interest from the first day of late payment. In such cases, Euromate may apply any amounts received from the Client first to cover the default interest, along with costs.

### Article 4: Termination

- 4.1 The agreement is considered terminated when the Client has signed for the return of the rented Product and Euromate has signed for the receipt of the rented Product. Under no circumstances shall Euromate's receipt of the rented Product constitute an acknowledgment or confirmation that the rented Product is free from damage.
- 4.2 If the Client fails to fulfill its obligations, in the event of (a request for) bankruptcy or suspension of payments of the Client, or if the Client's goods are seized, Euromate has the right to terminate the agreement immediately without judicial intervention, without prejudice to Euromate's rights to claim compensation.
- 4.3 In the event of early termination under Article 4.2, the Client owes Euromate the remaining contract value.
- 4.4 Upon termination of the agreement for any reason, Euromate has the right to immediately repossess the Product, and the Client is obliged to provide Euromate with free access for this purpose. The dismantling and transport costs are at the Client's expense.

### Article 5: Liability

- 5.1 The Client is liable for any loss, theft, or damage to the Products, from any cause, during the term of the rental agreement and after its expiration until the Product is removed from the premises by Euromate, unless the damage and/or loss is caused by intent, gross negligence, or gross fault of Euromate.
- 5.2 Loss or damage to the Products must be reported in writing to Euromate within twenty-four (24) hours of the Client becoming aware, or should have reasonably become aware, of the loss or damage, including the cause of such damage. The costs for replacement or repair are at the Client's expense and will be calculated according to the applicable sales prices.
- 5.3 The Client agrees to adequately insure the rented Product at its own cost and maintain such insurance against any loss or possible damage, and will, upon Euromate's first request, provide access to the insurance policy.
- 5.4 The risk of loss or damage to the Products that are the subject of the rental agreement transfers to the Client at the moment the goods are delivered to the Client.
- 5.5 Only Euromate is entitled to the damage compensation, up to the total amount of its damage. Any excess or deductible under the insurance policy must be paid by the Client to Euromate.

### Article 6: Miscellaneous

- 6.1 During the term of the rental agreement and after its termination until the Products are removed from the Client's premises by or on behalf of Euromate, the Client will:
  - a. Not repair the Products themselves or have them repaired or have any part of them replaced by any (legal) person, company, or enterprise other than Euromate;
  - b. Allow Euromate and any person or company authorized by Euromate to inspect the Products and perform work during Euromate's office hours;

- c. Keep the Products available for Euromate and immediately inform Euromate once the Client loses actual control over them or becomes aware of any circumstances that could lead to such a loss of control. The Client will also provide Euromate with all necessary information to protect Euromate's interests;
- d. Keep the Products free from any fiscal and judicial action and/or proceedings, and immediately inform all involved parties if the Products become involved in any such actions;
- e. Not sell, transfer, lend, encumber, dispose of, or allow any third party to take control of the Products;
- f. Not move the installed Products from the location where they were set up by or on behalf of Euromate without the permission of Euromate.

6.2 The Client will exercise the utmost caution with regard to the use of the Products and will follow all applicable safety regulations.

## Chapter 4 – TRIAL AND LOAN TERMS

The provisions specified in this chapter "Trial and Loan Terms" apply in addition to the General Provisions of the general terms and conditions when Euromate provides Products on a trial or loan basis to the Client.

### Article 1: Trial and Loan Agreement

- 1.1 Euromate provides the Client with Products from Euromate on a trial or loan basis, as specified in the trial and loan agreement, for a fixed period and at costs determined by Euromate.
- 1.2 The purpose of the trial or loan agreement is for the Client to verify that the Products meet the requirements set by the Client.

### Article 2: Ownership

- 2.1 The Products provided by Euromate to the Client on a loan or trial basis remain the property of Euromate throughout the period specified in the agreement and, after the end of this period, until they are removed from the Client's premises.

### Article 3: Duration and Termination

- 3.1 The trial or loan agreement starts on the day the Products are installed and applies for the period specified in the agreement.
- 3.2 Euromate has the right to terminate the trial or loan agreement with immediate effect, without prior notice or judicial intervention, if: a) The Client, in Euromate's opinion, makes insufficient effort to achieve the purpose for which the Products are on trial or loan; b) The Client fails to meet their obligations under the agreement with Euromate; c) Bankruptcy or suspension of payments by the Client is imminent, in the event of an application for suspension of payments or bankruptcy of the Client, or if a lien is placed on the Client's goods.
- 3.3 After the trial or loan period, Euromate has the right to take back the Products immediately, unless the Parties explicitly agree otherwise in writing. The Client is required to grant Euromate free access to do so. The costs for disassembly and transport will be borne by the Client.

### Article 4: Compensation and Payment

- 4.1 The Client owes Euromate the costs as specified in the trial or loan agreement.

### Article 5: Maintenance

- 5.1 Euromate is responsible for the maintenance of the Products specified in the trial or loan agreement, in accordance with the maintenance terms agreed upon between the Parties.

### Article 6: Liability

- 6.1 The Client is liable for any loss, theft, or damage to the Products, for any cause, during the trial or loan agreement and after the termination thereof until the Products are removed from the Client's premises by Euromate, unless the damage and/or loss is due to intentional acts, fault, or negligence on the part of Euromate.
- 6.2 Loss of or damage to Products must be reported to Euromate in writing within 24 hours, including the cause. The costs for replacement or repair are the responsibility of the Client and will be calculated according to the applicable sale prices.
- 6.3 The Client agrees, at their own expense, to adequately insure the Products under the trial or loan agreement against any loss or potential damage and will provide Euromate with access to the insurance policy upon request.
- 6.4 The risk of loss or damage to the Products subject to the agreement passes to the Client at the moment the goods are delivered to the Client.
- 6.5 Only Euromate is entitled to the compensation for damages, up to the total extent of its damage. Any deductible under the policy will be paid by the Client to Euromate.

### Article 7: Other

- 7.1 During the term of the trial or loan agreement, the Client shall:
  - a) Immediately inform Euromate if the Products are not functioning properly. The Client will not repair the Products themselves, nor will they allow any other person or company, except Euromate, to repair them;
  - b) Allow Euromate and any person or company authorized by Euromate to inspect and maintain the Products during Euromate's usual office hours;
  - c) Keep the Products on behalf of Euromate and immediately inform Euromate once the Client loses control over the Products or becomes aware of any circumstance that could lead to such a situation. The Client will further provide Euromate with any necessary information to protect Euromate's interests;
  - d) Not permit or tolerate anyone other than certain employees of the Client or others working for the Client to use the Products, unless prior written consent from Euromate has been obtained;
  - e) Keep the Products free from any fiscal or legal actions and/or proceedings, and as soon as the Products become involved in such actions, immediately inform all parties concerned about the trial or loan agreement;
  - f) Not sell, transfer, lend, encumber, dispose of, or otherwise allow third parties to control the Products;
  - g) Not move the Products from the location where they were set up by Euromate, without the permission of Euromate.
- 7.2 Upon the termination of the trial or loan agreement, the Client shall return the Products to Euromate in good condition, unless the Parties explicitly agree otherwise in writing.

## Chapter 5 – MAINTENANCE TERMS

The provisions set out in this chapter, "maintenance terms," are, in addition to the general provisions of these general terms and conditions, applicable if Euromate and the Client have entered into an agreement for the maintenance of Products.

### Article 1: Maintenance agreement

- 1.1 Euromate will ensure the maintenance of Products during the term of the agreement with an agreed frequency. The maintenance consists of:
  - The supply, installation, or replacement of filters and other materials;
  - Cleaning of electrostatic filter cells by Euromate's skilled personnel at the Euromate location;
  - Cleaning the interior of the air purifier and purifying the intake grille.
- 1.2 The frequency of maintenance may be increased by mutual agreement between the Parties, based on the degree of contamination, usage intensity, safety, and lifespan. Additional costs will be borne by the Client. If the Client does not agree to an increase in frequency while the contamination is disproportionate, Euromate has the right to terminate the agreement without the Client having any right to compensation from Euromate due to that termination.
- 1.3 Maintenance will be carried out during Euromate's regular office hours unless otherwise agreed between Euromate or the technician and the Client. Euromate will determine when the maintenance will take place.
- 1.4 If maintenance is requested by the Client outside of these hours, additional costs will be charged to the Client, amounting to 200% of the price determined for maintenance during the regular office hours.
- 1.5 For maintenance, the Client will owe Euromate no other fees than those specified in the agreement, unless the maintenance is required due to:
  1. The use of the Products in a manner inconsistent with their intended purpose or Euromate's instructions, or;
  2. The processing of materials or tools on the Products that were not supplied or approved by Euromate without Euromate's consent, or;
  3. The installation of parts or performance of maintenance by parties other than Euromate, or;
  4. Damage to the Products caused by parties other than Euromate, or;
  5. The modification or relocation of the installed Products without Euromate's consent. In such cases, the Client will be charged the costs as per Euromate's applicable rates.
- 1.6 In case of a malfunction of a Product covered by the maintenance agreement, Euromate will, at its discretion:
  - a) Repair the defective Product on-site, or;
  - b) Provide a replacement Product of the same type until Euromate has repaired the defective Product in-house. Euromate will return the original Product to the Client and will not charge the Client for repair and transport costs incurred during the maintenance agreement, unless the repair is necessary due to one of the causes listed in Article 1.5 or because the warranty period has expired.

### Article 2: Duration of the Maintenance Agreement

- 2.1 The maintenance agreement is entered into for an indefinite period, with a minimum of one (1) year, and will be automatically renewed for successive one (1) year periods. After the first year, either Party may terminate the agreement with one (1) month's written notice, unless otherwise agreed in writing between the Parties.
- 2.2 If the maintenance agreement is entered into on a date later than the installation date, Euromate has the right to bring the Products into good maintenance condition at the Client's expense before the maintenance agreement's start date.

### Article 3: Fees and Payment

- 3.1 Euromate will send invoices to the Client in accordance with the arrangements made between the Parties.
- 3.2 Unless otherwise specified in a maintenance agreement, Euromate's usual maintenance rate applies.
- 3.3 Euromate reserves the right to revise maintenance prices during the term of the maintenance agreement, in accordance with the underlying cost factors.
- 3.4 Euromate has the right to suspend maintenance in case of late payment by the Client without being liable for any compensation.

### Article 4: Miscellaneous

- 4.1 Euromate reserves the right not to renew the maintenance agreement if there is poor and/or improper use of the Product, poor maintenance condition, and/or if it becomes apparent that the Product needs to be replaced.
- 4.2 The Client is responsible for providing a VCA (Safety, Health, and Environment) compliant workplace. Any additional costs for safe operation are the responsibility of the Client.
- 4.3 The Client is obligated to provide all information that Euromate deems necessary for performing the service, such as access times, email address, and phone number, in a timely manner. Access times should fall on multiple days within the available hours of Euromate.
- 4.4 Euromate reserves the right to charge a fee of €50 (fifty euros) if scheduled maintenance cannot be carried out and is not cancelled in writing or by phone at least 48 hours in advance.



## Chapter 6 – PARTS AND CONSUMABLES

- 1.1 Euromate reserves the right to modify its product range, which may include removing certain Products or parts from the assortment or replacing them with equivalent products with different specifications.
- 1.2 Unless otherwise agreed, the prices for the delivery of parts and auxiliary and consumable materials are ex works and excluding VAT. If the Client wishes to have parts delivered in the Netherlands or Belgium, shipping costs will be charged.
- 1.3 If an incorrect delivery occurs and the cause can be attributed to Euromate, Euromate will ensure a correct delivery at no additional cost. If Euromate can demonstrate that the incorrect delivery was caused by the Client or otherwise due to a cause within the Client's risk scope, the Client will be liable for the costs of the correct delivery.