

## **General terms and conditions**

### I. PARTIES

1. In these general terms and conditions, WTN International BV with its registered office in Utrecht, Chamber of Commerce number 60549890 will be referred to as WTN.
2. In the sense of these general terms and conditions, the other party is understood to mean:  
"the person who has requested a quote from WTN or who has placed an order with WTN regarding the sale of goods or the person who gives WTN an order within the meaning of Article 7 :400 BW or from whom WTN has contracted the execution of a work."

### II. APPLICABILITY

1. These general terms and conditions apply to all offers made by WTN and to all purchase agreements and contracts for services or contracting of work concluded between WTN and the other party, whereby WTN acts as the selling party resp. contractor or contractor acts.
2. In the context of these terms and conditions, a purchase agreement is primarily understood to mean the agreement for the sale and delivery of installations in the field of hot-dip galvanizing, water treatment, technical advice, etc. Within the meaning of these terms and conditions, a contract for services includes: including agreements in which WTN undertakes on behalf of the other party to provide services for and on behalf of the other party against payment, such as, among other things, giving advice with regard to, among other things, installations for water treatment, technical advice, installations for hot-dip galvanizing and the hot dip galvanizing itself.
3. Any general terms and conditions used by the other party will not be accepted by WTN, unless WTN has expressly agreed this in writing with the other party.
4. Deviations from these terms and conditions are only binding if and insofar as WTN has agreed to them in writing and only applies to the offer or agreement to which they relate.

### III. OFFERS

1. All offers by WTN for the execution of an assignment or the acceptance of a work are without obligation.
2. Every offer is based on the fact that WTN can perform its activities without any stagnation and in the order it desires.

### IV. CONCLUSION OF THE AGREEMENT

1. An agreement to which WTN is a party is only concluded if WTN has confirmed the agreement in writing to the other party after accepting the offer.  
An agreement is concluded without the aforementioned written confirmation if WTN actually fully or partially complies with a request from the other party for delivery of a good or if WTN has already started the execution of the assignment or the work without written confirmation.
2. Any additional agreements and/or changes made after the agreement has been concluded will only be binding on WTN if it has confirmed them in writing to the other party.
3. WTN is not bound by agreements and/or promises made by its subordinates or others who have been engaged by WTN for the implementation, unless these have been confirmed in writing by WTN afterwards.

### V. PERFORMANCE OF THE AGREEMENT (GENERAL)

#### a. engaging third parties

1. WTN is entitled to engage third parties for the fulfilment of its agreements.
2. It is possible that third parties engaged in connection with the fulfilment of an agreement wish to limit their liability in connection therewith. WTN assumes, and if necessary hereby stipulates, that the agreement concluded with the other party also includes the authority to accept such a limitation of liability also on behalf of the other party. If a third party is engaged in the fulfilment of an agreement, WTN will not be liable for errors that may be made by this third party.

#### b. changes to the agreement

1. At the request of one of the parties, it is possible that the content of the assignment is changed or supplemented in the interim. A change or addition to the content of the agreement required by the other party must be accepted in writing by WTN.
2. If the agreed change or addition leads to additional work, WTN is entitled to charge the other party for any additional work.

#### c. force majeure

1. WTN does not fail imputably in the fulfilment of its obligations if WTN's non-compliance, late or improper performance is due to force majeure.
2. Force majeure includes: illness of personnel, strike, defective machines, lack of transport options, epidemics, computer viruses, business disruptions, storm, fire, water damage, war (danger), riots, import and export barriers, as well as all obstacles caused by government measures and all impediments caused by incomplete, late or improper fulfilment of the obligations towards WTN by third parties on whom WTN depends in its business operations, regardless of the reason or cause thereof.

VI. PERFORMANCE OF THE PURCHASE AGREEMENT

a. delivery

1. The goods sold by WTN are delivered by or on behalf of WTN to the place specified in the order confirmation or to the place otherwise agreed between WTN and the other party.
2. Delivery commences as soon as the goods leave WTN's business premises and is completed at the time of delivery at the agreed location.
3. Unless otherwise agreed in writing, delivery takes place at the residence and/or business address of the other party. Only the costs of the transport of the goods, which arise from the delivery, are for the account of WTN, unless otherwise agreed. If the other party has specific wishes with regard to transport (including wishes with regard to packaging), the additional costs thereof will be borne by the other party.
4. All goods delivered by WTN, including those sold on other delivery conditions, are transported at the risk of the other party.

b. delivery time

1. Stated delivery times can never be regarded as a strict deadline, unless expressly agreed otherwise. In the event of late delivery, WTN must therefore be given written notice of default.

c. transfer of ownership

1. WTN retains title to the goods sold and/or delivered by it until the other party has fulfilled its obligations towards WTN arising from this or any other agreement with WTN.
2. The other party is not entitled to transfer the ownership of the sold and/or delivered goods to third parties, whether or not as security, before the moment referred to in the previous paragraph, but is only authorized to transfer the sold and/or delivered goods in the ordinary course of its business.

d. guarantee

1. WTN guarantees on behalf of the other party that the goods to be delivered by it meet all agreed specifications and are free from design, material and manufacturing errors. The duration of WTN's warranty is limited to twelve (12) months after delivery of the goods sold by WTN to the other party.
2. WTN's warranty does not apply to items that have been exposed to abnormal conditions, or if a defect is the result of accident, improper use, abuse or negligence, nor if there is normal wear and tear.
3. In order to fulfil its warranty obligation, WTN will be obliged to supply new or other non-defective parts at its expense for the replacement of defective parts. All other costs in connection with the repair of defects, including the wage costs, will be borne by the other party.
4. Any other guarantee or liability of WTN, of whatever nature, is expressly excluded. In particular, WTN shall under no circumstances be liable for trading or consequential loss of any kind, including lost profits.

VII. PERFORMANCE OF THE AGREEMENT OF THE ORDER OR THE CONTRACTING OF WORK

a. execution

1. If it has been agreed that the activities of the execution of the assignment or the work will take place in phases, WTN is entitled to suspend the commencement of these activities, which belong to a phase, until the other party has informed WTN in writing that it has approved the completion of the preceding phase.

b. execution period

1. Specified execution periods can never be regarded as a strict deadline, unless expressly agreed otherwise. In the event of late implementation, WTN must therefore be given written notice of default.
2. The agreed execution period has been set in the expectation that the circumstances, under which the execution will take place, will not change after acceptance of the assignment.
3. If such a change of circumstances, irrespective of the foreseeability thereof, nevertheless takes place, causing delay in the execution of the order, the agreed time of execution will be shifted accordingly.

c. cooperation of the other party

1. The other party shall ensure that it and/or its employees always provide WTN in a timely manner with all cooperation, data and/or information that WTN deems necessary or useful, in order to be able to perform the agreed work properly.
2. If the other party has not paid, or has not paid in time or in full, WTN is entitled to charge the other party for the additional costs arising from this incorrect or incomplete provision, and the other party must pay these. WTN is never liable for damage caused by the resulting delay.

d. guarantees

1. WTN will carry out the assignment or the work to the best of its ability in accordance with the requirements of good and proper work.
2. Any other guarantee or liability of WTN, of whatever nature, is expressly excluded. In particular, WTN shall under no circumstances be liable for trading or consequential loss of any kind, including lost profits.

VIII. CONFIDENTIALITY

1. The parties undertake towards each other to treat the company information, data and/or intelligence made available confidentially and not to disclose it to third parties without the explicit written consent of the other party, insofar as it concerns information that has not already been public. The other party gives WTN the required permission in advance to disclose the aforementioned business information, data and/or intelligence to third parties engaged by WTN in the fulfilment of the agreement, insofar as this is necessary for proper compliance with the agreement.

IX. PRICES

1. Quotations are always made on the basis of the prices applicable on the date of the conclusion of the agreement.
2. If one or more cost price factors, such as the prices of materials and raw materials, wages, social and government charges, exchange rates, insurance premiums and import and export duties, undergo an increase after WTN's written confirmation of the agreement, even if this increase is foreseeable, WTN is entitled to pass on this increase to the other party.
3. All prices are exclusive of turnover tax due, as well as exclusive of other levies imposed by the government.
4. The agreement includes WTN's authority to separately charge for additional work performed by it, as soon as it is aware of the amount to be charged for this. For the calculation of additional work, the other rules given in this article apply mutatis mutandis.

X. PAYMENT

1. The other party is obliged to pay all that it owes to WTN within 30 days from the date of the invoice without any discount.
2. If the other party does not pay within the term referred to in the first paragraph, it shall be deemed to be in default by operation of law, that is to say by the mere expiry of the term, and the other party shall be in default with effect from the date referred to in the previous paragraph. due date an interest of 1.5% per month on the total amount owed by the other party to WTN.
3. If the other party does not pay within the term referred to in the first paragraph and WTN is forced to take collection measures, which expressly includes the invocation of legal assistance, all extrajudicial and judicial costs ensuing therefrom, including the non-liquidated legal costs, are for account of the other party.  
The extrajudicial costs amount to at least 15% (excluding VAT) of the total amount owed by the other party to WTN, with a minimum of EUR 250.
4. The other party is not entitled to apply any set-off with regard to the total amount owed by the other party to WTN.

XI. SUSPENSION AND TERMINATION

1. In the event of impediment to performance of the agreement as a result of force majeure, WTN is entitled, without judicial intervention, either to suspend the performance of the agreement for a maximum of 6 months, or to dissolve the agreement in whole or in part, without being obliged to pay any compensation. During the suspension, WTN is authorized and at the end of this period it is obliged to opt for execution or for full or partial dissolution of the agreement.
2. In the event of suspension as well as of dissolution pursuant to paragraph 1, WTN is entitled to demand immediate payment for the raw materials, materials, parts and other items reserved, processed and manufactured by it for the implementation of the agreement, such for the value that should be reasonably attributed to it. In the event of dissolution pursuant to paragraph 1, WTN is obliged to take possession of the items included therein after payment of the amount owed pursuant to the previous sentence, failing which WTN is authorized to have these items stored at the expense and risk of the other party or for to sell his account.
3. If the other party does not, not properly or not timely comply with any obligation arising for it from the agreement concluded with WTN or from a related agreement, or if there are good grounds for the fear that the other party is unable to or will be to fulfil its contractual obligations towards WTN, as well as in the event of bankruptcy, suspension of payments, shutdown, liquidation or partial transfer - whether or not as security - of the company of the other party, including the transfer of an important part of its claims, WTN is entitled to suspend the execution of each of these agreements for a maximum of 6 months without notice of default and without judicial intervention, or to dissolve it in whole or in part, without it being obliged to pay any compensation or guarantee and without prejudice to its further rights. During the suspension WTN is authorized and at the end of this it is obliged to opt for implementation or for full or partial dissolution of the suspensive agreement(s).

XII. LIABILITY

1. WTN explicitly excludes any liability for any direct and indirect (consequential) damage, including damage as a result of business shutdown, delay or disruption, suffered by anyone, which could result from the use of the WTN goods sold and delivered or which are caused by the activities of WTN, its employees or the third parties and/or their employees engaged by it for the performance of the agreed work.
2. In the unlikely event that an event occurs during the performance of an agreement that leads to WTN's liability, that liability will be limited to the amount or amounts to which the liability insurance taken out by WTN is entitled, including the deductible that WTN is related to that insurance. An event as referred to in the previous sentence also includes an omission.
3. Any liability of WTN, for whatever reason, if and insofar as it is not covered by one of the insurance policies referred to in the previous paragraphs, is in any case limited to the amount for which the delivered item of the relevant case was purchased by the contracts, or up to the amount for which the activities commissioned and performed have been accepted.

XIII. INDEMNIFICATION

1. The other party indemnifies WTN against claims from third parties, which claims arise from (the use of) the goods sold and delivered and work performed by WTN.

XIV. APPLICABLE LAW

1. All agreements to which WTN is a party are exclusively governed by Dutch law.

XV. DISPUTES

1. All disputes, including those that are only regarded as such by one of the parties, which arise as a result of any agreement entered into with WTN or any related agreement, in which WTN acts as the selling party or contractor respectively, will exclusively be adjudicated by the competent judge in the district of Utrecht in accordance with the rules of absolute competence, unless WTN and the other party have agreed to submit the dispute to an arbitration body.