



## 360KAS General T&Cs for the Supply of Products v.2.0

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### Preamble

These Terms & Conditions (hereinafter referred to as “360 KAS General T&Cs for the Supply of Products v.1.0”) regulate the sale of Products between the company 360 KAS B.V., having its corporate seat in Moerdijk, The Netherlands, with address Graanweg 6A, 4782 PP, registered with the trade register of the Dutch Chamber of Commerce under number 66831148 (hereinafter referred to as “Supplier”) and the Purchaser.

### Definitions

1. In these 360 KAS General T&Cs for the Supply of Products v.1.0, the cited terms shall have the following meaning:
  - “Contract” indicates a purchase agreement concluded between Supplier and Purchaser, including its annexes and amendments.
  - “Products” indicates the movable goods referred to individually or in kind and quantity as specified in the Contract.
  - “Parties” indicates the Purchaser and the Supplier.
  - “Gross negligence” indicates an act or omission implying either a failure to pay due regard to serious consequences, which a conscientious contracting party would normally foresee as likely to ensue, or a deliberate disregard of the consequences of such an act or omission.

### Applicability

2. These terms and conditions apply to every offer, to every delivery on the part of the Supplier and to every agreement or other legal relationship between the Supplier and the Purchaser. Any deviation from the 360 KAS General T&Cs for the Supply of Products v.1.0 will only be considered to be in force insofar as it has been explicitly agreed upon In Writing by both parties in the respective Contract.

### Revocation

3. An offer to conclude a Contract is always revocable provided that the revocation is delivered In Writing to the Purchaser before the acceptance of the offer is delivered In Writing to the Supplier.

### Products information

4. All the information including but not limited to: weight, dimensions, performance, prices and power output parameters mentioned in catalogues and price lists shall be considered binding only when they are expressly referred to in the Contract.

### Drawings and technical descriptions

5. All drawings, research and development information, specifications, guidelines, plans, graphics, notes, instructions and other technical documentation relating to the Products and which were submitted from one party to the other, prior, during or after the stipulation of the Contract shall remain exclusive property of the submitting party and they shall be used only for the purpose for which they were originally provided.
6. The receiving party is not allowed to procure copies, reproduce or disclose the above documents to any third party without previous written consent of the submitting party.

### Tests before shipment

7. The execution of tests before shipment must be expressly agreed upon by both parties In Writing in the Contract. The agreed tests shall take place at the place of manufacture, in accordance with the applicable local regulations and they shall be executed during regular working hours, unless agreed otherwise by both parties In Writing.
8. The Supplier must notify the Purchaser of the date the agreed tests will be executed at least 10 days in advance, in order to allow the Purchaser or his representative to attend the tests. The parties agree that in case of no representation of the Purchaser, the test report shall be issued and confirmed only by the Supplier and subsequently delivered to the Purchaser.



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9. All costs for the agreed tests before shipment carried out at the place of manufacture shall be borne by the Supplier, with the exception of all travelling, accommodation and other additional expenses of the Purchaser's representative, which shall be borne by the Purchaser.

### Transfer of risk

10. The risk of damage to the Products shall pass from the Supplier to the Purchaser in accordance with the agreed delivery terms as stated in the INCOTERMS applicable at the time of the formation of the Contract.

### Delivery of Products and Supplier's delay

11. If the time of delivery of the Products is not specified in the Contract as a particular date, but it is rather indicated as a term in weeks, months or years, then such term shall apply when the last of the following conditions is met:

- a) Formation of the Contract.
- b) Issuance to the Purchaser of all the licenses for delivery or import of the Products.
- c) If an advance payment is agreed in the contract, crediting the first advance payment to the Supplier's account.
- d) Granting all the guarantees and fulfilling all the above conditions as agreed in the Contract.

12. The requirement of due and timely delivery of the Products includes delivery of Products with minor deficiencies, indicating those defects which do not affect the Products' performance or prevent the Products from being used safely and for the intended purpose. This shall not affect the Supplier's obligation to remedy minor deficiencies.

13. The Supplier shall be entitled to deliver the Products in parts and to invoice them separately.

14. Should the Supplier be in a delay with a partial delivery of the Products, the contractual penalty is calculated on the price of the delayed partial delivery.

15. Payment of contractual penalties shall be based on the penalty invoice issued by the Purchaser, however, payment becomes due only after the

delivery of the Products or the withdrawal from the Contract, according to Art. 16.

16. Should the Purchaser be entitled to claim the maximum amount of the contractual penalties due to the Supplier's delay, withdrawal from the Contract shall be allowed to the Purchaser.

### Conditions of payment

17. The price of the Products is VAT exclusive unless agreed otherwise in the Contract. All payment conditions shall be specified in the Contract.

18. Unless otherwise agreed, each payment shall be made within 30 days after the date of the relative invoice.

19. In case of delay of payment by the Purchaser, the Supplier is entitled to contractual penalties corresponding to 0,05% of the outstanding amount for each day of delay. The Purchaser's delay of payment of his monetary obligations arising out of the Contract or any other legal relationship between the Purchaser and the Supplier entitles the Supplier to suspend the delivery of the Products until full payment is obtained. Accordingly, the time of delivery of the Products shall be extended at least by the time of the Purchaser's delay of payment, unless a longer period is objectively required for the Supplier's demobilization and re-mobilization of production sources and inputs which were temporarily suspended.

### Retention of Title

20. Ownership over the Products is transferred to the Purchaser after received full payment. The retention of title shall not affect the transfer of risk as regulated in Art.10.

### Warranty and Liability for defects

21. It is agreed by both parties that the Supplier's obligation deriving from its liability for defects and warranty is to remedy all duly and timely notified defects of the Products free of charge, at its option, by repair or replacement. The Purchaser shall grant working access to the Products, dismantling and re-installation services necessary for the repair/replacement of the Products at its own costs.



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The above is exclusive definition of rights arising from the liability for defects and warranty.

22. The warranty period is twelve (12) months from the date of start-up or eighteen (18) months from the date of readiness for shipment of the Products, whichever date comes first.
23. The Purchaser shall notify the Supplier In Writing of any defects of the Products (including latent defects) without undue delay after the discovery of defects and within the warranty period. As for the defects of the Products which may cause damage, the Purchaser shall notify the Supplier immediately with subsequent written confirmation. The notification of a defect of the Products shall contain a description of the defect and, as the case may be, specifications regarding the reason causing the defect. The Purchaser shall bear the risk of the damage resulting from the breach of its obligations under this Article.
24. After receiving the notice of defect according to Art. 23, the Supplier shall be liable for remedying the defects without undue delay and at its own costs at Supplier's workshop. The defective parts of the products which have been replaced shall remain property of the Purchaser.
25. If the Purchaser has notified the Supplier and no defect is found for which the Supplier can be held liable, the Purchaser shall compensate the Supplier for the costs incurred by the latter in connection with the notice.
26. The warranty will not apply to defects of the Products caused by any of the following events:
  - a) Encroachment by the Purchaser or a third party;
  - b) Cases where it is not possible to prove that the defect occurred due to use of defective materials, faulty construction, incomplete manufacture, normal wear and tear;
  - c) Cases where it is not possible to prove that the defect occurred due to faulty maintenance, non-compliance with operation manuals, excessive strain, use of inadequate operation media, chemical and electrolytic influences, construction and assembly works by persons other than the

Supplier and any and all other reasons without the Supplier's default.

27. In connection with its liability for defects and warranty obligations, the Supplier shall not be obliged to remedy defects free of charge anywhere other than the designated premises locations or the delivery place agreed in the Contract.

### Spare Parts

28. A warranty period of twelve (12) months from the date of start-up or eighteen (18) months from the date of readiness for shipment of the Products, whichever date comes first, applies to spare parts which are provided by the Supplier to remedy a defect of the Products. For the remaining parts, the warranty period shall be subjected to an extension equivalent to the period of time during which the Products have been out of operation due to the defect. Any and all warranty periods shall expire, in each case, no later than 24 months from the transfer of risk of damage to the Products to the Purchaser.
29. Unless agreed otherwise In Writing, the Supplier shall only use spare parts of the original brand or spare parts of equivalent quality when performing work of repair/ replacement.
30. The Supplier cannot be obliged to deliver spare parts with respect to the Products supplied after expiry of the agreed warranty period.

### Force Majeure

31. Neither party shall be obliged to fulfil any contractual obligation, including any agreed warranty obligation, if it is prevented from doing so by the occurrence of Force Majeure. Force Majeure shall be deemed to be an event, arising independently of the liable party's will, which prevents the liable party from performing its contractual obligations, provided that the occurrence of the Force Majeure event and its consequences cannot be overcome by the liable party and that it could not have been reasonably predicted at the time of the formation of the Contract.

Examples of Force Majeure include: strikes, wars, epidemics, fire, natural disaster, mobilization, insurrection, civil commotions, embargos, blockades,



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prohibition on exportation/ importation of material and/or services or any other obstacle caused by actions or omissions by any public authority, terrorist attack, etc.

32. Contractual penalties cannot be claimed against the party affected by Force Majeure.
33. The party affected by Force Majeure is obliged to notify In Writing the other party of such event without delay and it shall take all reasonable endeavors to reduce the consequences of non-compliance with its contractual obligations.
34. Each party shall be entitled to suspend performance of its obligations under the Contract in case of Force Majeure. If the Purchaser is prevented from fulfilling its obligations due to Force Majeure, he shall compensate the Supplier for expenses incurred in securing and protecting the Products.
35. Each party shall be entitled to withdraw from the Contract In Writing if Force Majeure lasts for longer than 6 (six) months.

### Compensation for damage

36. The Supplier's liability shall in any case be excluded for indirect or consequential damage or loss arising out, but not limited to, any of the following conditions:
  - Loss of profit;
  - Energy loss;
  - Loss of use;
  - Costs of substitute energy supply;
  - Costs of capital;
  - Costs connected with delay;
  - Noncompliance of the Products with the Contract's requirements;
  - Failure to fulfil with the guaranteed parameters.
37. The total aggregate liability of the Supplier based on a culpable shortcoming in carrying out its contractual obligations shall be limited to the compensation for direct damage up to the maximum amount (of 30% of the total price of the Products).

38. All the exclusions and limitations stated in this article shall lapse in and as far as the damage caused by the Supplier is the result of intent or gross negligence.

### Export Control

39. The Purchaser acknowledges that the Products may be subject to Dutch and/or foreign statutory regulations on export control and, in absence of the relative export permits released by the competent authorities, those Products may not be sold, rented out, transferred or otherwise used for a purpose other than the one agreed upon in the Contract. The Purchaser acknowledges that those regulations may change and agrees to comply with them, according to the wording valid at the time.

### Governing Law and Dispute Resolution

40. The Contract is governed by the laws of the Netherlands. The United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention 1980) shall not apply.
41. Any dispute arising from this Contract shall be settled by the Arbitration Court at the NAI (Nederlands Arbitrage Instituut), in Rotterdam. The arbitration board shall consist of three arbitrators, with each party appointing one and the third arbitrator to be appointed upon agreement of the first two. Should these arbitrators fail to reach an agreement, the third arbitrator shall be appointed by the Arbitration Court. In case the parties failed to reach a settlement through Arbitration, the dispute shall be adjudicated by normal court proceeding.

### Final provisions

42. The parties are not entitled to assign any right under this Contract without written consent of the other party. The Contract is not concluded as an order Contract.
43. The parties have agreed that any and all rights under this Contract shall be subject to the statute of limitation of 3 (three) years.