

GENERAL SALES CONDITIONS Third Rock Sanitation Solutions

1. Applicability

- 1.1 These general term and conditions will apply to all our offers, agreements, deliveries and contracts for services for work to be carried out by Third Rock Sanitation Solutions ("TRSS").
- 1.2 Deviation from and additions to these general sales conditions will only be binding on TRSS if agreed in writing.
- 1.3 If one or more provisions of these general sale conditions should turn out to be in conflict with the law, the other provisions of these general sale conditions will remain unimpaired.

2. Offers

- 2.1 All offers made by TRSS are free of obligations, unless they contain a term for acceptance, in which case the offer will lapse after expiration of such term.
- 2.2 Any changes and/or undertakings after the offer, whether made by TRSS in writing or verbally will entail a new offer, and as such the previous offer will lapse.

3. Reaching Agreement

- 3.1 Only written order confirmation by TRSS is binding for parties.
- 3.2 Any additional arrangements, changes and/or undertakings made after the agreement, either verbally or in writing by our staff, representatives, sales staff or other intermediaries will not be binding, unless confirmed by TRSS in writing to the other party.

4. Prices

- 4.1 The prices quoted are quoted in Euro, are net prices and are exclusive of turnover tax and other government charges relating to the sale and/or delivery and/or execution of the agreement and/or third party charges and are based on delivery ex works, unless otherwise agreed in writing.
- 4.2 The prices we quote are based on the current prices and specifications valid upon entering into the agreement and on execution of the agreement under normal circumstances.
- 4.3 TRSS reserve the right to charge a proportionate price increase to the other party if, after concluding the agreement, one or more price-determining factors and/or statutory levies, including wages, social security contributions, materials and changes in the rate of exchange, are increased.
- 4.4 In the event that this has not been expressly agreed otherwise in writing, delivery costs, service charges, and costs for shipment, etc. will never be included in our prices.
- 4.5 Price increases arising from additions and/or changes to the agreement will be at the other party's expense.
- 4.6 Costs arisen because the other party has remained in default to enable the executions of the agreement and/or because circumstances occur that can be attributed to the other party as a result of which costs have arisen for TRSS will be charged to the other party.

5. Delivery

- 5.1 Delivery times will be determined by mutual consent, however, unless otherwise agreed in writing, delivery times or delivery dates stated will never be considered as deadlines. In the event of not-timely delivery and/or completion TRSS will have to be given written notice of default, stating a reasonable period of time for fulfillment. A reasonable period will at any rate be the period of time that is considered reasonable in the branch.
- 5.2 The products are delivered FCA (free carrier) in accordance with the latest Incoterms. The other party will be enjoined to accept delivery of the products delivered at the delivery time set, failing which all costs (including storage charges) and losses arising thereof will be charged to the other party in conformity with our rates or the local rates.

6. Force majeure

- 6.1 In the event of a force majeure the execution of the agreement for TRSS is suspended. In the event that force majeure delays the execution of the agreement for more than two months or prevents the execution of the agreement, both TRSS and the other party will be authorized to terminate the agreement in writing, without this giving the other party any claim to compensation. Notwithstanding the above TRSS is allowed to send an invoice for products already delivered under the agreement.
- 6.2 Force majeure on part of TRSS will include any circumstance beyond control of TRSS, which prevents the normal execution of the agreement. Circumstances beyond control of TRSS that cause such force majeure will in any case be: (i) if the manufacture and/or delivery of a certain product is ceased; (ii) loss, damage and/or delay during and as the result of transport, extreme illness of our staff, demonstrations/measures by customs, including the (temporary) blockade of certain geographical areas, fire, theft and other serious disruptions at our company or that of our supplier.
- 6.3 If the manufacturer, importer or supplier makes modifications or (construction) changes to a product, we reserve the right to deliver the changed product, provided that the changed product has at least the normal characteristics for use just as the original product, as well as the special characteristics for use, if and to the extent agreed between TRSS and the other party in writing.

7. Liability

- 7.1 TRSS will never be liable for damage, unless such damage is due to intent or gross negligence on part of TRSS or our executives and/or subordinates.
- 7.2 If TRSS should be liable for damage, and this damage is not due to intent or gross negligence on part of TRSS or one of our executives and/or subordinates, liability of TRSS will always be restricted to direct damage to products or people and liability of TRSS will never extend to any trading loss or other consequential loss, including loss of income.
- 7.3 If TRSS should be liable for damage, and this damage is not due to intent or gross negligence on part of TRSS or one of our executives and/or subordinates, liability of TRSS will be restricted to the damage for the maximum amounts for which it is insured. If the insurance company does not pay out the damage then TRSS will be liable for the price at which the other party bought the product with a maximum of EUR 10.000.
- 7.4 If this agreement concerns products that TRSS buys or bought from third parties, TRSS is not responsible and/or liable for damages concerning that product. Nevertheless if a court rules in a final and binding judgment that this provision is unreasonably numerous responsibility and/or liability of TRSS will be limited to that for which that supplier is responsible and/or liable in respect of TRSS. This provision only applies to the extent that this application is more favourable to the other party than application of the above provisions.

8. Guarantee and complaints

- 8.1 TRSS guarantees that the products are in conformity with the agreement between TRSS and the other party and that the products are free from defects in the materials under normal and proper use and maintenance during the warranty period according to the following provisions.
- 8.2 Notwithstanding the above, the guarantee for products that TRSS had a third party carry out or deliver within the scope of the execution of the agreement will be limited to the guarantee that TRSS is able to realize with this third party.
- 8.3 All claims for lack of conformity shall contain the date and number of the invoice and a clear description of the damage, error of delivery, visible or latent defect and the request of remedy.
- 8.4 The products are inspected upon receipt of the other party. In case of wrong delivery or any visible defect the other party shall inform TRSS in writing together with clear photos, not later than eight (8) days from the day the products have been received at the agreed place. No claims for defects may be lodged after this period, except for latent defects due to TRSS which are subject to the following warranty provisions.
- 8.5 In case of latent defects the other party shall inform TRSS by email not later than eight (8) days from the day the defect has become apparent. The liability of TRSS for latent defects shall be limited to a warranty period of 12 (twelve) months from the date of delivery.
- 8.6 In case of a defect the other party shall immediately inform TRSS. The other party shall put in a written claim as soon as possible not later than 30 (thirty) days from the date such defect becomes apparent and shall give evidence to TRSS of such defect. If the other party fails to inform TRSS or put a claim within the time limit, it shall forfeit its right to make any claim in respect of the defect.
- 8.7 Defective products shall be repaired or substituted at TRSS discretion and expense taking into account the other party's need for the quickest solution when time is of the essence.
- 8.8 The costs of transportation of the products from and to the place of the other party shall be covered by TRSS when the defective products are covered by the warranty. Other transportation costs shall be covered by the other party. Unless otherwise agreed in writing, the other party shall bear any additional costs which TRSS incurs for repair, dismantling, installation and transport as a result of the products being located in a place other than the place of the other party.
- 8.9 TRSS' warranty shall be valid only if the products are installed and/or used in accordance with the TRSS' instructions and common practice.
- 8.10 TRSS shall have no liability in the followings cases: damages due to transportation under the responsibility of the other party, modifications of the products, use of non-original spare parts, damage or defect due to wrong handling after delivery, wrong installation or maintenance. In such cases the other party shall indemnify, defend and hold TRSS harmless in the event of claim against TRSS.
- 8.11 TRSS shall have no liability for deterioration and normal wear and tear. TRSS total liability is limited to the repair, delivery of substitute products or reimbursement of the defective products. TRSS shall in no case be liable for consequential damages and indirect losses, such as loss of profit, business interruption or loss of production.
- 8.12 TRSS shall deliver products according to the technical specifications mentioned in TRSS' relevant technical or commercial brochure. TRSS may effectuate small modifications without informing the other party.

9. Payment

- 9.1 Unless otherwise agreed in writing, payment shall be made under confirmed and irrevocable letter of credit payable 14 (fourteen) days after the presentation of transport documents at a Dutch bank.
- 9.2 In case of agreement on deferred payment without an obligation of a letter of credit: (i) the transfer of payment shall be made directly to the bank account given by TRSS within 14 (fourteen) days after the invoice date; (ii) the property of the products shall remain by TRSS until the complete invoice is paid. This term is a deadline, on the expiry of which the other party will be in default. The other party may not set off any alleged claims on TRSS.
- 9.3 Where payment is not made within the terms set forth in this article, interest will be owed of 1% of the total invoice due per every 14 days that the other party is late paying.

- 9.4 Where payment is not made within the terms set forth in this article TRSS has the right to increase the amount due by the other party by the judicial and extrajudicial collection costs. The extrajudicial collection costs are hereby set at 15 % of the amount due, with a minimum of EUR 250.
- 9.5 Payments made by the other party will always be used first to meet all the interest and costs owed and subsequently for the settlement of claims under the agreement which have remained outstanding for the longest period of time, even when the other party specifies that the payment relates to another claim.
- 9.6 Any payment discounts agreed in writing will lapse if the payments have not been received within the agreed term of payment.
- 9.7 In the event of the other party's liquidation, insolvency, involuntary liquidation or moratorium on payments, the claims, on any account whatsoever, will be immediately payable by the other party.
- 9.8 TRSS will at all times be entitled to require an advance payment of the amount due by the other party and/or to require that the other party, as security for the fulfillment of all of its obligations, on first demand cooperates in providing adequate security, including but not limited to an irrevocable and unconditional bank guarantee issued by a recognized banking institution and/or providing a pledge and/or granting surety ship and/or issuing a declaration of joint and several liability.

10. Retention of title

- 10.1 The ownership of the products, notwithstanding the actual delivery, will only pass to the other party after it has paid all of our claims concerning the consideration for the products delivered or to be delivered by us to the other party pursuant to the agreement or any comparable agreement or pursuant to such agreement also for work carried out or to be carried out for the other party, as well as in respect of the claims on account of failure in the fulfillment of such agreements.
- 10.2 During the period that the ownership of products has not yet passed to the other party in accordance with the provisions of this article, but transfer has already taken place, the other party has to continue a third party insurance and a fire, theft and damage insurance in respect of the products and it will not be allowed to dispose of, encumber, pledge, lease, or lend out the products or make it available to third parties in any other way or to transfer it to third parties for security. During the period referred to in this article the other party will be obliged to return to TRSS on first demand and in a good state the products sold. If the other party fails in the performance of its payment obligations towards TRSS or if we have good reason to fear that it will fail in the performance of its obligations, TRSS will be entitled to take back the products delivered subject to retention of title. The other party shall be credited for the market value of the products less costs of retention and other costs outstanding.
- 10.3 The other party will be obliged to keep products delivered subject to retention of title with due care and as our identifiable property.

11. Dissolution

- 11.1 In the event that the other party, despite reminders stating a reasonable term, does not discharge any (payment) obligation arising from any agreement entered into with TRSS or does not discharge such obligations in time or properly, and in the event of a suspension of payment, application for a moratorium on payments, involuntary liquidation, placement under tutelage or liquidation of the other party's business, TRSS will be entitled to dissolve the agreement or part thereof, without any notice of default or judicial intervention being required.
- 11.2 As a result of the dissolution, any mutual claims will become immediately payable. The other party will be liable for any losses TRSS suffered, inter alia consisting of interest and loss of profits.

12. Applicable law and competent court

- 12.1 The provisions of the Vienna Sales Convention do not apply; neither does any future international regulation concerning the products apply.
- 12.2 Dutch law applies to all agreements to which these general terms and conditions apply fully or partially.
- 12.3 To the extent that mandatory provisions do not oppose this, all disputes with a Dutch party arising from or connected with the agreement will only be submitted to the competent court in the court district of Oost Brabant.
- 12.4 When the other party is not from the Netherlands, disputes arising from or in connection with the agreement will be finally settled by arbitration pursuant to the Rules of the Netherlands Arbitration Institute (NAI). The arbitral tribunal shall be composed of one or three arbiter(s). The place of arbitration shall be 's-Hertogenbosch the Netherlands and the arbitral procedure shall be conducted in the English language. Notwithstanding the above TRSS may initiate in case of overdue payment a legal proceeding at the competent court in the court district of Oost Brabant.