

**GENERAL CONDITIONS OF SALE OF THE PRIVATE LIMITED LIABILITY  
COMPANY D2D WATER SOLUTIONS B.V. AND ITS AFFILIATED COMPANIES**

**1 Definitions**

1.1 In these general terms and conditions, the following terms shall have the following meanings:

<i>Buyer:</i>	the natural person or legal entity with whom D2D Water Solutions ("D2D") concludes an agreement or who requests an offer prior to the conclusion of an agreement;
<i>offer:</i>	the offer made by D2D to conclude an agreement;
<i>order:</i>	any order placed by the Customer with D2D, irrespective of its form;
<i>Order or order confirmation:</i>	the written confirmation of an agreement by D2D;
<i>agreement:</i>	the agreement concluded between D2D and the Customer for the sale and delivery of goods and/or the performance of work, as well as any amendments and/or supplements to such agreements;
<i>D2D:</i>	the private company with limited liability D2D Water Solutions B.V., registered in the trade register of the Chamber of Commerce under number 71983511;
<i>work:</i>	the work performed by D2D for the Customer within the scope of the agreement
<i>Guarantee conditions:</i>	the guarantee conditions to be applied by D2D within the framework of the agreement. These conditions supplement the present conditions and apply to all offers and quotations issued by D2D and agreements concluded by D2D, as well as all (legal) acts.

## **2 Applicability**

- 2.1 These general terms and conditions apply to all offers and quotations issued by D2D and agreements concluded by D2D, as well as all (legal) acts performed in the context of the aforementioned.
- 2.2 By placing an order, accepting an offer or entering into an agreement, the Customer agrees to these general terms and conditions without reservation.
- 2.3 The general terms and conditions of the Customer or of third parties, regardless of how such other general terms and conditions may be named and in whatever form, shall not apply.
- 2.4 By accepting an offer by D2D, the placing of an order by the Purchaser or the conclusion of an agreement by D2D with the Purchaser, the Purchaser waives the applicability of any general terms and conditions used by it, so that D2D's general terms and conditions apply exclusively to all agreements.
- 2.5 Deviations from or additions to these General Terms and Conditions shall only apply insofar as they have been agreed in writing.
- 2.6 If these general terms and conditions contain stipulations that deviate from the agreement, the agreement shall prevail.
- 2.7 If one or more of the provisions in these general terms and conditions should be invalid, this shall not affect the validity of the remaining provisions. In that case, the parties will replace the invalid provision in proper consultation, in such a way that the new provision follows the purport of the invalid provision as closely as possible.
- 2.8 D2D is entitled to amend or supplement the general terms and conditions. The Purchaser declares in advance that it agrees to any changes or additions. Amendments shall take effect at a time to be announced by D2D or as soon as the Purchaser has been informed of the amendments.
- 2.9 The Dutch text of the agreement, of offers, of invoices and of these general conditions is the original and only valid text. Trade terms used in offers, quotations, orders and agreements or otherwise shall be interpreted in accordance with the International Rules for the Interpretation of Trade Terms produced by the International Chamber of Commerce (ICC Incoterms) as in force at the time the agreement was concluded.

## **3 Offers**

- 3.1 Quotations or (other) offers by D2D are without obligation and may be revoked at any time, even if they contain a deadline for acceptance.
- 3.2 Oral promises or offers made by representatives or other employees of D2D and oral promises or offers made by auxiliary persons engaged by D2D are only binding on D2D if and insofar as they have been confirmed in writing by D2D.
- 3.3 Descriptions, illustrations, models, technical advice, figures, measurements and/or samples with which D2D informs the Customer about the goods and

services on offer provide only a general impression of the goods and services concerned. This information provided by D2D to the Customer is only binding insofar as D2D has confirmed this in writing to the Customer. If there is no written confirmation, D2D is not liable for any damage caused as a result of deviations from the information provided by D2D. D2D reserves the right to adjust technical specifications without prior notice.

- 3.4 The information referred to in Article 3.3 (including advertisements and price lists) does not form part of the agreement between D2D and the Customer, so that the Customer cannot derive any rights from it.
- 3.5 If the Customer acts in the exercise of a profession or business, sections 6:227b (1) and 6:227c of the Dutch Civil Code shall not apply.

#### **4 Conclusion of agreement**

- 4.1 The agreement is concluded by D2D confirming the order or instruction or by D2D commencing with the execution of the order or instruction, whether or not on the basis of an offer made in advance.
- 4.2 If the Purchaser gives the order or instruction orally, D2D's written confirmation shall be deemed to correctly reflect the contents of the agreement, unless the Purchaser immediately notifies D2D of its objections to such representation.
- 4.3 Unless the Buyer protests immediately, but within two working days at the latest, the agreement between the parties is deemed to be accurately and fully reflected in the confirmation of the order or agreement sent by or on behalf of D2D.
- 4.4 In the absence of a confirmation as referred to in Articles 4.1 to 4.3, D2D's invoice shall be deemed to be an order or order confirmation.
- 4.5 Any change and/or partial or full cancellation of an order by or at the request of the Customer may only take place with the prior written consent of D2D and on condition that the work already performed by D2D is fully reimbursed by the Customer. In the event of a change and/or partial cancellation at the Purchaser's request, D2D is entitled to pass on the associated (additional) costs to the Purchaser and to redetermine the delivery time.
- 4.6 Any acceptance by the Purchaser of a quotation or (other) offer made by D2D, or a confirmation thereof, which deviates from D2D's previous quotation or offer, is deemed to be a rejection of that previous quotation or offer and a new offer which is not binding on D2D. Contrary to Article 6:225(2) of the Dutch Civil Code, this also applies if the acceptance deviates from D2D's offer only in respect of minor points.
- 4.7 Without prejudice to the provisions of the other paragraphs of this Article, D2D may revoke the offer or quotation forthwith, even after the Purchaser has received its acceptance. No agreement is concluded as a result of the revocation and D2D is obliged to repay all that D2D has already received from

the Customer. D2D is furthermore entitled at all times to refuse an order or to conclude an agreement.

## **5 Prices**

- 5.1 All quotations by D2D are (entirely) without obligation, unless explicitly agreed otherwise in writing.
- 5.2 Unless explicitly agreed otherwise, the prices charged by D2D are exclusive of VAT and exclusive of other costs such as, but not limited to, transport costs, packaging costs, insurance costs, etc.
- 5.3 D2D may pass on to the Customer any changes in factors that may affect prices, such as the purchase price of products or raw materials, exchange rate differences, taxes, import and export duties, transport costs, insurance premiums and other government levies. The Buyer is bound by the increased price and is not entitled to dissolve the agreement.
- 5.4 If the agreement relates to the performance of work, the price does not include this:
- a. the costs of groundwork, pile-driving, demolition, foundation work, masonry, carpentry, plastering, painting, wallpapering, repairs or other construction work;
  - b. the costs of lifting and hoisting equipment;
  - c. the costs of connecting gas, water, electricity or infrastructure facilities;
  - d. the costs of preventing or limiting damage to goods present at or near the work;
  - e. the costs of disposing of materials, building materials or waste;
  - f. travel and accommodation expenses;
  - g. the costs resulting from waiting time.
- 5.5 D2D is entitled to charge the Purchaser separately for additional work.
- 5.6 Additional work within the meaning of Article 5.5 is understood to mean: anything performed by D2D at the written or oral request of the Customer or with the written or oral consent of the Customer outside that which has been explicitly laid down in the agreement with regard to the delivery of goods and/or the performance of work.

## **6 Payment**

- 6.1 Payment must be made at the agreed time and/or, if no time has been agreed, within 30 days of the invoice date, without the Customer being entitled to invoke set-off or suspension.
- 6.2 If the Customer has not paid within the period referred to in Article 6.1, it shall be in default by operation of law and D2D shall be entitled, without any prior notice of default being required, to charge statutory commercial interest as referred to in Section 6:119a of the Dutch Civil Code from the due date of the invoice.

- 6.3 All costs incurred by D2D in collecting what the Purchaser owes D2D will be payable by the Purchaser. The extrajudicial costs (including reasonable compensation for time spent by D2D on collection) are set at 15% of the principal sum due, with a minimum of € 500.
- 6.4 On demand, the Purchaser shall provide D2D with security (additional or otherwise) for payment. In the meantime, D2D shall be entitled to suspend performance of the agreement in whole or in part.
- 6.5 D2D is entitled to suspend the performance of work prior to the commencement of work and in the interim, until the Purchaser has paid a reasonable advance for the work to be performed or has provided security for this.

## **7 Delivery**

- 7.1 Delivery is made ex warehouse D2D, unless otherwise agreed in writing.
- 7.2 D2D sells and delivers the products ordered by the Customer with due observance of the customary tolerances for sizes, quantities and weights, unless explicitly agreed otherwise by the parties.
- 7.3 Delivery times are approximate and are not strict deadlines. Exceeding the agreed delivery time does not constitute a failure by D2D.
- 7.4 D2D is entitled to deliver goods in (partial) instalments. These instalments may be invoiced to the Customer separately.
- 7.5 Unless otherwise agreed in writing, delivery dates quoted by D2D are not intended to be firm dates. All (delivery) dates stated by D2D have been established to the best of its knowledge on the basis of the information known when the offer was made or the agreement concluded and will be respected as much as possible.
- 7.6 If there is a delay in delivery due to a change in working conditions or due to non-delivery or late delivery of goods ordered by D2D from third parties, for which D2D is not responsible, the delivery period will be extended accordingly, insofar as this is necessary.
- 7.7 If the data and/or permits required for the performance of the agreement that must be made available by the Purchaser or applied for are not in D2D's possession on time or contain errors, the delivery time will in any event be extended and, after consultation with the Purchaser, once the (correct) data and/or permits have been received, will be determined again and confirmed in writing. Any damage incurred by D2D as a result will be for the Purchaser's account.
- 7.8 The delivery period shall in any event be extended by the period during which the Customer is in default with regard to fulfilling any obligation under the agreement, including the obligation to pay (in advance) and/or provide security, without prejudice to D2D's right in that case to dissolve the agreement in accordance with the provisions of Article 15.1.

## **8 Transfer of risk and transport**

- 8.1 Unless otherwise agreed in writing, the Customer bears the risk of sold goods from the moment they leave D2D's warehouse.
- 8.2 If the parties have agreed in writing that D2D will transport the goods sold, the Customer must send D2D the shipping instructions at least five working days before the agreed delivery date.
- 8.3 Unless the parties have agreed otherwise in writing, loading, unloading and transport of the goods sold shall take place for the Purchaser's account and risk. The transport risk shall also be borne by the Buyer if D2D has declared to the carrier that all damage incurred during transport shall be for D2D's account. D2D is not obliged to recover the damage from third parties. If so desired, D2D will assign its rights vis-à-vis the carrier to the Purchaser.
- 8.4 If the Customer arranges the transport itself, it is obliged to take delivery of the goods purchased from D2D immediately, but in any case within three working days, after D2D has notified the Customer that the sold goods are ready for collection. If the Customer is unable to take delivery of the sold goods on time, D2D is entitled to invoice the Customer for the goods in question. D2D is also entitled to store the sold goods or have them stored at its own discretion and at the Buyer's expense and risk.
- 8.5 If the Customer does not take delivery (on time), D2D is entitled to demand performance by the Customer or to dissolve the agreement. All this without prejudice to D2D's right to claim damages in either case.

## **9 Retention of title**

- 9.1 All goods delivered by D2D remain the property of D2D until the moment the Customer has fulfilled all its (payment) obligations towards D2D under any agreement concluded with D2D for the delivery of goods or the performance of work or services, including claims relating to failure to perform such an agreement.
- 9.2 The Buyer is obliged to store the goods delivered by D2D at its own expense separately from the other goods in its possession in such a way that the goods delivered by D2D can immediately be identified as D2D's property.
- 9.3 Before ownership of all goods delivered is transferred to the Customer, the Customer shall not be entitled to rent out, dispose of, give in use, pledge or otherwise encumber the goods to third parties. The Customer may only sell, deliver or process the goods delivered insofar as this is necessary in the context of its normal business operations. If goods delivered by D2D are redelivered in the context of the Buyer's normal business operations, a non-possessory pledge is established in favour of D2D in advance on those goods, as security for the Buyer's performance of all claims that D2D may have or may have in the future

at the time the non-possessory pledge is established.

## **10 Complaints and advertising**

- 10.1 The Customer is obliged to check the number and type of goods delivered and the packaging for shortcomings and/or defects immediately after receiving the goods.
- 10.2 Complaints about quantities, types and packaging of delivered goods must be noted immediately by the Customer on the transport document or delivery note.
- 10.3 Visible defects to the delivered goods and/or packaging must be reported in writing as soon as possible, but in any case within 5 working days after receipt of the goods, specifying the nature and basis of the complaints.
- 10.4 Use of the goods and/or resale thereof shall be deemed acceptance by the Customer.
- 10.5 The Customer is obliged to notify D2D in writing of hidden defects within 5 working days after they have been ascertained or could reasonably have been ascertained, but in any case no later than 1 month after receipt of the goods.
- 10.6 In the event of a complaint as referred to in this Article, the Customer is obliged to keep the goods about which it is complaining available to D2D for further investigation. The Customer is also obliged to cooperate in any investigation of the goods and, if necessary, to give D2D access to the buildings where the goods are located.
- 10.7 In the event of a valid complaint, D2D is only obliged to replace the item in question if its commercial interests justify this and in so far as replacement or repair can be demanded by D2D. The Purchaser cannot claim any compensation whatsoever.
- 10.8 Goods may only be returned with the prior written consent of D2D, whereby D2D is entitled to set conditions relating, among other things, to the costs and method of return.
- 10.9 If goods are returned without permission as referred to in Article 11.7, shipment and storage of the goods shall be at the expense and risk of the Customer.
- 10.10 A complaint as referred to in this Article shall not entitle the Customer to suspend its (payment) obligations towards D2D and/or to invoke setoff.
- 10.11 In the absence of a timely notification as referred to in this Article, the Customer's right to invoke a shortcoming and to hold D2D liable shall lapse.
- 10.12 D2D is in no way liable for defects in goods supplied if they have not been assembled by or on behalf of D2D or if they have been processed by third parties in any other way.

## **11 Warranty**

- 11.1 D2D shall be deemed to have fully fulfilled its obligations if the goods delivered meet the requirements set for normal commercial quality with regard to the

goods delivered. Higher quality requirements shall only apply if this has been stipulated in writing in the agreement.

- 11.2 The guarantee referred to under 11.1 applies under the conditions as included in the Guarantee Conditions and applies for a period of 12 months commencing on the date of delivery and exclusively implies that D2D is still obliged to deliver missing goods, to replace and/or repair delivered goods, or to take back delivered goods, all this at the discretion of D2D.
- 11.3 The guarantee does not extend to and/or is not valid if:
- a. defects with regard to the delivered good have arisen as a result of the Customer not (strictly) observing the installation, operating, user and maintenance instructions;
  - b. defects have arisen as a result of exposing the products to abnormal, unforeseeable circumstances, or as a result of otherwise careless and/or inexpert handling of the products by the Customer;
  - c. defects have arisen which result from the normal wear and tear to which the goods are subjected;
  - d. defects have arisen or are suspected to have arisen from stress corrosion;
  - e. defects have arisen or are suspected to have arisen as a result of assembly and/or installation of the item by the Customer or by third parties;
  - f. the Customer has carried out changes or repairs to the delivered goods without the written consent of D2D;
  - g. defects have arisen as a result of the application of any government regulation regarding the nature or quality of the materials used;
  - h. defects have arisen as a result of the use of products, materials, goods, works and/or constructions which were used or applied at the request or instruction of the Customer;
  - i. defects have arisen as a result of errors in a design, drawing, specification or instruction originating from the Customer.
  - j. defects have arisen due to the use of third-party components;
  - k. the Customer has not fulfilled the obligations referred to in Article 10 (complaints and claims);
  - l. the Purchaser is in default towards D2D.
- 11.4 D2D does not give any guarantee in respect of the operation and/or application possibilities of goods which have been delivered or resold by the Purchaser to third parties, or in respect of goods which have been processed by the Purchaser and then delivered or resold to third parties.

## **12 Force majeure**

- 12.1 If D2D is unable to perform the agreement, or is unable to perform it on time or properly, due to a cause beyond its control, including but not limited to stagnation in the Customer's business operations, the obligation to perform the



agreement will be suspended until D2D is able to perform the agreement after all, without the Customer being able to claim performance and/or compensation.

- 12.2 If the situation referred to in 13.1 lasts longer than three months, D2D is entitled to dissolve the agreement without the Customer being entitled to compensation in that case.
- 12.3 In the situation referred to in 13.2, the Customer is not entitled to dissolve the agreement, unless it can prove that fulfilment is essential to its business operations. Dissolution must in that case take place in writing and within five days after the expiry of the three-month period.

### **13 Liability D2D**

- 13.1 If D2D, with due observance of the provisions of the law, the agreement and these General Terms and Conditions, should be liable to the Purchaser, that liability will be limited to the invoice value of the goods and/or work which caused the damage, up to a maximum of the amount paid out or reimbursed by D2D's liability insurer in the case in question.
- 13.2 D2D is not liable for direct and/or indirect consequential loss, including but not limited to loss due to business interruption and loss of production.
- 13.3 The Purchaser indemnifies D2D against any third-party claims arising from the work performed by D2D.

### **14 Expiry clause**

- 14.1 Without prejudice to the provisions of Section 6:89 of the Dutch Civil Code and without prejudice to the provisions of these General Terms and Conditions, claims of the Customer by virtue of the agreement shall lapse if the claim is not brought before a competent court within one year after the facts on which the claim is based were known to the Customer or could reasonably have been known to him.

### **15 Termination of agreement**

- 15.1 If the Customer:
- a. fails to comply with its obligations under the agreement;
  - b. submits a request for (temporary) suspension of payments;
  - c. is declared bankrupt;
  - d. (in case of a natural person) is admitted to the Legal Debt Rescheduling Scheme for Natural Persons;
  - e. liquidates its undertaking or transfers it in whole or in part to a third party;
  - f. loses control of all or part of its assets through seizure

D2D is entitled to suspend the agreement or to dissolve it in whole or in part without prior notice of default and without prejudice to D2D's right to claim performance and/or compensation (instead). D2D shall never be liable for any compensation on account of this suspension or dissolution of the agreement.

- 15.2 Amounts which D2D has invoiced before the termination or dissolution of the agreement remain due in full and become immediately payable at the time of termination or dissolution.

## **16 Right of return agreement**

- 16.1 If the Purchaser has concluded an agreement with D2D with the right of return, because the Purchaser has included an article or article group in its product range, the Purchaser is entitled to return the articles within the agreed pilot period, provided these articles are in undamaged packaging and the goods themselves are undamaged and complete. D2D will only accept the return if the return has been reported in writing via an RMA form, the return has been approved by an authorised employee of D2D and is delivered to D2D carriage paid. The delivered goods will be credited for the amount they were sold for, from which 25% of the sales amount will be deducted as return costs.

## **17 Provision of information to the Customer**

- 17.1 The Customer is obliged to provide all information and documents required for D2D in a timely manner, in the form and manner made known to the Purchaser by D2D.
- 17.2 D2D is entitled to suspend performance of the agreement until the Purchaser has fulfilled the obligation referred to in Article 17.1.
- 17.3 The Customer is responsible for the correctness and completeness of the information and documents it makes available to D2D.
- 17.4 The Purchaser indemnifies D2D against claims from third parties arising from the provision of incorrect or incomplete information as referred to in this article.

## **18 Execution of activities**

- 18.1 D2D determines the way in which the work is carried out.
- 18.2 D2D shall carry out the work to the best of its ability in accordance with the applicable rules of science and technology and with due observance of existing legislation and regulations.
- 18.3 D2D is entitled to have the work carried out by third parties.
- 18.4 If the Customer is aware or ought to be aware of properties of a substance or good made available to D2D in the context of performing the work, or which is the subject of the agreement, and which could constitute a hazard to the employees of D2D or auxiliary persons engaged by D2D in performing the work,

the Customer is obliged to inform D2D of these properties and, if possible, to indicate the hazard of the substance or good on the packaging.

- 18.5 The Customer is responsible for obtaining any permits that may be required by the authorities or other bodies in connection with the performance of the work.
- 18.6 Any cancellations or changes to the work must be communicated in writing (including electronically) by the Customer to D2D 5 working days before commencement, failing which the scheduled work will be charged to the Customer.
- 18.7 The Customer shall ensure the presence of all devices and/or facilities which are necessary for the set-up of the goods to be assembled and/or the correct functioning of the goods in assembled state.
- 18.8 The Customer guarantees that:
  - a. the employees of D2D and the auxiliary persons engaged by D2D can perform their work on site during normal working hours and also outside normal working hours if D2D deems it necessary to set the time for commencing and/or ending the work outside the normal working hours, all this on condition that the Customer is notified of this with due observance of a reasonable period of time;
  - b. the employees of D2D and the auxiliary persons engaged by D2D have access to suitable accommodation and/or facilities required on the basis of legislation and regulations;
  - c. the access routes to the place where the work is to be carried out are suitable for transport;
  - d. the place where the work is to be performed is suitable for storage and assembly;
  - e. there are sufficient lockable storage places for materials, tools and other items at the location where the work is to be carried out;
  - f. the necessary auxiliary tools, auxiliary equipment and operating materials are available on time and free of charge at the place where the work must be carried out;
  - g. all necessary safety and other precautionary measures have been taken and are maintained for the execution of the work, taking into account the laws and regulations;
  - h. the delivered goods are present in the right place at the start of and during the work;
  - i. there are sanitary facilities available for the use of the employees of D2D and the auxiliary persons engaged by D2D during working hours;
  - j. the government-imposed measures relating to COVID-19 are complied with.

## **19 Intellectual property rights**

- 19.1 All intellectual property rights, including in any case copyrights, trademark rights, patent rights, trade name rights, database rights and know-how and the accompanying materials, such as analyses, reports, designs, advice, sketches, drawings, documentation, regulations, working methods, user manuals and the like, as well as preparatory materials, belong exclusively to D2D. This also applies with regard to items developed or made available for the Purchaser on the basis of an agreement (of assignment).
- 19.2 The Customer is not permitted to use the objects of intellectual property referred to in Article 19.1 without the prior written consent of D2D.
- 19.3 The drawings, plates, tools and goods produced with them by D2D, whether or not in cooperation with the Customer and whether or not at the Customer's expense, may not be copied or shown or made known to third parties without D2D's written permission.
- 19.4 The Customer is not permitted to remove or change any indications of intellectual property rights from D2D's goods. The Purchaser guarantees that it will not do or refrain from doing anything which infringes D2D's intellectual property rights, invalidates these rights and/or endangers the ownership of these intellectual property rights.
- 19.5 The Purchaser indemnifies D2D against third-party claims on the basis of any intellectual property right or rights that can be equated with such with regard to the delivery of goods that have been manufactured by D2D at the Purchaser's request and/or on the Purchaser's instructions.
- 19.6 Drawings, plates, moulds, tools and the like remain the property of D2D, even if the Customer has been charged for their production.

## **20 Final provisions**

- 20.1 All agreements between D2D and the Purchaser are governed by Dutch law, with the exclusion of the Vienna Convention on International Sales of Goods 1980.
- 20.2 Any disputes arising from the agreements concluded between D2D and the Purchaser shall be submitted to the civil court of the District Court of Gelderland, Arnhem location, without prejudice to D2D's right to apply to another court that is competent by law.