\*\*General Terms and Conditions of Resteel - Solutions B.V. - 2025\*\*

\*\*Introduction\*\*

These general terms and conditions apply to all agreements and transactions of Resteel - Solutions B.V. , established at Waterbeemd 2B, 5705DN Helmond, and active in the trade of second-hand goods and related services.

\*\*Article 1 - General\*\*

1. These terms and conditions apply to all requests, quotations, offers, agreements, and assignments, regardless of their content and scope, between Resteel - Solutions B.V. , hereinafter referred to as: Resteel - Solutions B.V. , and a Counterparty to which Resteel - Solutions B.V. has declared these terms applicable, insofar as these terms have not been expressly and in writing deviated from by the parties.

2. The present terms and conditions also apply to agreements with Resteel - Solutions B.V. , for the execution of which third parties must be engaged by Resteel - Solutions B.V. .

3. These general terms and conditions are also written for the employees of Resteel - Solutions B.V. and its management.

4. The applicability of any purchase or other conditions of the Counterparty is expressly rejected, unless these have been expressly and unequivocally accepted in writing by Resteel - Solutions B.V. .

5. If one or more provisions in these general terms and conditions are at any time wholly or partially void or annulled, the other provisions in these general terms and conditions remain fully applicable. Resteel - Solutions B.V. and the Counterparty will enter into consultations to agree on new provisions to replace the void or annulled provisions, taking into account as much as possible the purpose and intent of the original provisions.

6. If there is uncertainty regarding the interpretation of one or more provisions of these general terms and conditions, the interpretation must be made ‘in the spirit’ of these provisions.

7. If a situation arises between the parties that is not regulated in these general terms and conditions, this situation must be assessed in the spirit of these general terms and conditions.

8. If Resteel - Solutions B.V. does not always require strict compliance with these terms, this does not mean that the provisions thereof are not applicable, or that Resteel - Solutions B.V. would in any way lose the right to demand strict compliance with the provisions of these terms in other cases.

9. These terms also apply to all future transactions.

10. In case of conflict between provisions in the agreement and the purchase conditions, the following order of precedence applies:

1. Agreement

2. Sales conditions

11. If the Counterparty is a consumer within the meaning of Article 6:193a of the Dutch Civil Code, mandatory consumer law rules prevail over these general terms and conditions. Provisions that conflict with mandatory consumer law, such as unreasonable limitations of liability or payment terms, do not apply to consumers.

\*\*Article 2 - Quotations and Offers\*\*

1. All quotations and offers from Resteel - Solutions B.V. are without obligation, unless a deadline for acceptance is specified in the quotation. A quotation or offer expires if the product to which the quotation or offer relates is no longer available in the meantime.

2. Quotations from Resteel - Solutions B.V. are based on information provided by the Counterparty and on performance under normal circumstances and during normal working hours. The rates are in euros, unless expressly stated otherwise.

3. As long as the quotation has not yet been accepted by the Counterparty, Resteel - Solutions B.V. is entitled to amend the quotation. If the quotation is amended by Resteel - Solutions B.V. , Resteel - Solutions B.V. will notify the Counterparty in writing.

4. Resteel - Solutions B.V. cannot be held to its quotations or offers if the Counterparty can reasonably understand that the quotations or offers, or a part thereof, contain an obvious mistake or clerical error.

5. The prices stated in a quotation or offer are exclusive of VAT and other government levies, any costs to be incurred in the context of the agreement, including travel, accommodation, shipping, and administration costs, unless otherwise indicated.

6. If the acceptance (whether or not on minor points) deviates from the offer included in the quotation or offer, Resteel - Solutions B.V. is not bound by it. The agreement will then not be concluded in accordance with this deviating acceptance, unless Resteel - Solutions B.V. indicates otherwise.

7. A composite price quotation does not oblige Resteel - Solutions B.V. to perform part of the assignment for a corresponding part of the quoted price. Offers or quotations do not automatically apply to future orders.

8. If the information provided by the Counterparty proves to be incorrect or incomplete, Resteel - Solutions B.V. is entitled to withdraw or amend the quotation, or, after acceptance of the quotation by the Counterparty and/or conclusion of the agreement, to adjust the prices in this context or to terminate the relevant agreement with immediate effect.

\*\*Article 3 - Contract Duration; Delivery Terms, Performance, and Amendment of the Agreement\*\*

1. The agreement between Resteel - Solutions B.V. and the Counterparty is entered into for an indefinite period, unless the nature of the agreement dictates otherwise or if the parties expressly and in writing agree otherwise.

2. If a term has been agreed or specified for the completion of certain work or for the delivery of certain goods, this is never a strict deadline. In case of exceeding a term, the Counterparty must give Resteel - Solutions B.V. written notice of default. Resteel - Solutions B.V. must be offered a reasonable period to still perform the agreement.

3. If Resteel - Solutions B.V. exceeds a term, for whatever reason, Resteel - Solutions B.V. is not obliged to compensate any damage suffered by the Counterparty as a result or any penalty stipulated by the Counterparty, nor does the Counterparty acquire the right to terminate the agreement or suspend its obligations towards Resteel - Solutions B.V. as a result.

4. Resteel - Solutions B.V. is in no way bound by terms that cannot be met due to circumstances beyond its control that occurred after the conclusion of the agreement.

5. If Resteel - Solutions B.V. requires information from the Counterparty for the performance of the agreement, the performance period does not commence until the Counterparty has provided this information correctly and completely to Resteel - Solutions B.V. .

6. Delivery takes place ex works of Resteel - Solutions B.V. , Waterbeemd 2B, 5705DN Helmond.

7. The purchased or rented goods must be accepted by the Counterparty at the moment they are delivered to it or made available to it. If the Counterparty refuses acceptance or is negligent in providing information or instructions necessary for delivery, the goods will be stored at the expense and risk of the Counterparty. In that case, the Counterparty is liable for all additional costs, including at least storage costs, to Resteel - Solutions B.V. . These additional costs are immediately due and payable without any further demand and/or notice of default being required.

8. Resteel - Solutions B.V. is entitled to have certain work performed by third parties.

9. Resteel - Solutions B.V. is entitled to perform and/or deliver the agreement in different phases and to invoice the part thus performed and/or delivered separately.

10. An interim change in material costs, statutory levies, and/or a change or indexation of the level of wages and costs may be passed on by Resteel - Solutions B.V. to the Counterparty. Indexation of the level of wages and costs always refers to an adjustment in accordance with the most recent price index for CAO wages for business services published by Statistics Netherlands.

11. If the agreement is performed in phases, Resteel - Solutions B.V. may suspend the performance of those parts belonging to a subsequent phase until the Counterparty has approved the results of the preceding phase in writing.

12. If during the performance of the agreement it becomes apparent that it is necessary to amend or supplement it for proper performance, the parties will timely and in mutual consultation proceed to amend the agreement. If the nature, scope, or content of the agreement, whether or not at the request or indication of the Counterparty, competent authorities, etc., is amended and the agreement is thereby changed qualitatively and/or quantitatively, this may also have consequences for what was originally agreed. As a result, the originally agreed amount may be increased or decreased. Resteel - Solutions B.V. will provide a price quotation in advance as much as possible. An amendment to the agreement may also change the originally specified performance period. The Counterparty accepts the possibility of amending the agreement, including changes in price and performance period.

13. If the agreement is amended, including an addition, Resteel - Solutions B.V. is entitled to perform it only after approval has been given by the person authorized within Resteel - Solutions B.V. and the Counterparty has agreed to the price and other conditions specified for the performance, including the time at which it will be performed. The non-performance or non-immediate performance of the amended agreement does not constitute a breach by Resteel - Solutions B.V. and is not a ground for the Counterparty to terminate the agreement. Without being in default, Resteel - Solutions B.V. may refuse a request to amend the agreement if this could have qualitative and/or quantitative consequences, for example, for the work to be performed or goods to be delivered in that context.

14. If the Counterparty fails to properly fulfill its obligations towards Resteel - Solutions B.V. , the Counterparty is liable for all damage (including costs) on the part of Resteel - Solutions B.V. that arises directly or indirectly as a result.

15. If Resteel - Solutions B.V. agrees on a fixed price with the Counterparty, Resteel - Solutions B.V. is nevertheless entitled at all times to increase this price without the Counterparty being entitled to terminate the agreement for that reason, if the price increase results from a power or obligation under the law or regulations or is caused by an increase in the price of raw materials, wages, etc., or on other grounds that were reasonably unforeseeable at the time of concluding the agreement.

16. If the price increase, other than as a result of an amendment to the agreement, exceeds 10% and takes place within three months after concluding the agreement, only the Counterparty entitled to invoke Title 5, Section 3 of Book 6 of the Dutch Civil Code is entitled to terminate the agreement by written statement, unless Resteel - Solutions B.V. is then still willing to perform the agreement based on the originally agreed terms, or if the price increase results from a power or obligation incumbent on Resteel - Solutions B.V. under the law, or if it has been stipulated that delivery will take place more than three months after the purchase.

\*\*Article 4 - Suspension, Termination, and Interim Termination of the Agreement\*\*

1. Resteel - Solutions B.V. may suspend or terminate the agreement between the parties, in whole or in part, with immediate effect by written notification without notice of default and without judicial intervention if:

a. the Counterparty fails to fulfill, fully fulfill, or timely fulfill the obligations under the agreement;

b. the Counterparty – whether or not provisionally – is granted a moratorium on payments, is declared bankrupt, the Counterparty’s business is liquidated or terminated, or a statutory debt restructuring scheme is declared applicable to it;

c. the Counterparty loses control over its assets due to attachment, placement under guardianship, or otherwise;

d. the control in the Counterparty’s business changes;

e. circumstances arise with respect to persons and/or materials that Resteel - Solutions B.V. uses or usually uses in the performance of the agreement, which are of such a nature that the performance of the agreement becomes impossible or so difficult and/or disproportionately costly that compliance with the agreement can no longer reasonably be required;

f. after concluding the agreement, Resteel - Solutions B.V. becomes aware of circumstances that give Resteel - Solutions B.V. good reason to fear that the Counterparty will not fulfill its obligations;

g. Resteel - Solutions B.V. has requested the Counterparty to make an advance payment and/or provide security for fulfillment, and the advance payment and/or security is not provided or is insufficient;

h. due to the delay on the part of the Counterparty, Resteel - Solutions B.V. can no longer be required to fulfill the agreement under the originally agreed conditions.

2. If the agreement is terminated, Resteel - Solutions B.V. ’s claims against the Counterparty are immediately due and payable.

3. If Resteel - Solutions B.V. suspends the fulfillment of the obligations, it retains its rights under the law, agreement, and general terms and conditions.

4. If Resteel - Solutions B.V. proceeds to suspension or termination, it is in no way obliged to compensate for damage and costs arising in any way as a result.

5. The Counterparty is liable for the damage suffered by Resteel - Solutions B.V. in connection with the suspension or termination, unless the suspension or termination is based on sub e of this article.

6. If the agreement is terminated prematurely by Resteel - Solutions B.V. , Resteel - Solutions B.V. will, in consultation with the Counterparty, arrange for the transfer of work still to be performed to third parties, unless the termination is attributable to the Counterparty. If the transfer of the work entails additional costs for Resteel - Solutions B.V. , these will be charged to the Counterparty. The Counterparty is obliged to pay these costs within the specified period, unless Resteel - Solutions B.V. indicates otherwise.

7. If the Counterparty cancels a placed order in whole or in part, or if the agreement is terminated under this article, the goods already ordered and/or prepared by Resteel - Solutions B.V. , plus any transport, delivery, and labor time reserved for the performance of the agreement, will be fully charged to the Counterparty. The Counterparty is obliged to pay these costs within the specified period, unless Resteel - Solutions B.V. indicates otherwise.

8. If the Counterparty has already received performances for the execution of the agreement at the time of termination, these performances and the related payment obligations will not be subject to undoing, unless Resteel - Solutions B.V. is in default with respect to those performances. Amounts invoiced by Resteel - Solutions B.V. before the termination in connection with what it has already performed or delivered for the execution of the agreement remain due, subject to the provisions in the preceding sentence, and become immediately due and payable at the time of termination.

\*\*Article 5 - Force Majeure and Aggravating Circumstances\*\*

1. All circumstances that, in the opinion of Resteel - Solutions B.V. , directly or indirectly hinder, complicate, or aggravate the execution of the order release Resteel - Solutions B.V. from fulfilling any obligation towards the Counterparty without the need to demonstrate the nature or impact of the force majeure condition, even if it was foreseeable at the time of concluding the agreement. In such cases, Resteel - Solutions B.V. is never obliged to pay any compensation to the Counterparty.

2. In case of force majeure, which includes at least disruptions or failures of the internet, telecommunications infrastructure, power outages, domestic unrest, mobilization, war, transport obstructions, strikes, lockouts, business disruptions (including strikes at Resteel - Solutions B.V. ’s company and/or third parties), supply chain stagnation, fire, flood, import and export restrictions, and in the event that Resteel - Solutions B.V. is unable to deliver due to its own suppliers, regardless of the reason, making fulfillment of the agreement reasonably impossible for Resteel - Solutions B.V. , the execution of the agreement will be suspended, or the agreement will be terminated if the force majeure situation lasts longer than 2 months, all without any obligation to compensate damages.

3. To the extent that Resteel - Solutions B.V. has already partially fulfilled its obligations under the agreement at the time of the occurrence of force majeure or will be able to fulfill them, and the fulfilled or to-be-fulfilled part has independent value, Resteel - Solutions B.V. is entitled to invoice the fulfilled or to-be-fulfilled part separately. The Counterparty is obliged to pay this invoice as if it were a separate agreement.

\*\*Article 6 - Payment and Collection Costs\*\*

1. All invoices must be paid by the Counterparty within 14 days of the invoice date in euros by deposit or transfer in accordance with the payment conditions stated on the invoice or otherwise agreed in writing. In the absence of specific payment conditions, the Counterparty will pay within 30 days of the invoice date, unless the Counterparty is a consumer, in which case a reasonable period is applied in accordance with Article 6:193i of the Dutch Civil Code. Resteel - Solutions B.V. is entitled to invoice periodically.

2. So-called waiting hours will be invoiced by Resteel - Solutions B.V. to the Counterparty.

3. If the Counterparty fails to make timely payment of an invoice, the Counterparty is automatically in default. The Counterparty then owes contractual interest of 1% per month, unless the statutory (commercial) interest is higher, in which case the statutory (commercial) interest is due. The interest on the due amount will be calculated from the moment the Counterparty is in default on the entire invoice amount, even if the invoice has been partially paid, until the full invoice amount has been paid.

4. The claim for payment is immediately due and payable if the Counterparty is declared bankrupt, applies for a moratorium on payments, has an executory attachment placed on its assets, dies, or goes into liquidation or is dissolved.

5. Resteel - Solutions B.V. is entitled to allocate payments made by the Counterparty first to costs, then to accrued interest, and finally to the principal sum and current interest.

6. Resteel - Solutions B.V. may, without being in default, refuse an offer for payment if the Counterparty indicates a different order for the allocation of the payment than as stated in paragraph 5 of this article. Resteel - Solutions B.V. may refuse full repayment of the principal sum if the accrued and current interest and collection costs are not also paid.

7. The Counterparty is not permitted to suspend or set off payment of invoices, by whatever name or estimate or for whatever reason, nor is the Counterparty entitled to a discount.

8. If payment is not made within 30 days of the invoice date, the Counterparty is automatically in default, without the need for further notice of default.

9. Objections to the amount of an invoice do not suspend the payment obligation. The Counterparty that is not entitled to invoke Section 6.5.3 of the Dutch Civil Code is also not entitled to suspend payment of an invoice for any other reason.

10. In case of late payment, the Counterparty is, in addition to the amount owed plus the interest described in this article, obliged to fully compensate both extrajudicial and judicial collection costs, including costs for lawyers, bailiffs, and collection agencies. Extrajudicial collection costs are calculated in accordance with the Decree on Compensation for Extrajudicial Collection Costs, with a minimum of €40.00. The Counterparty also owes interest on the due collection costs.

11. In case of a jointly issued assignment, the clients or Counterparties are each jointly and severally liable for payment of the invoice amount.

\*\*Article 7 - Retention of Title\*\*

1. The goods delivered by Resteel - Solutions B.V. under any agreement remain the property of Resteel - Solutions B.V. until the Counterparty has fulfilled all the following obligations from all agreements concluded with Resteel - Solutions B.V. :

- the consideration(s) with respect to delivered or to-be-delivered goods themselves;

- the consideration(s) with respect to services performed or to be performed by Resteel - Solutions B.V. under the agreement(s);

- any claims due to non-fulfillment or breach by the Counterparty of (an) agreement(s).

2. If the Counterparty fails to fulfill its obligations or if there is a well-founded fear that it will not, Resteel - Solutions B.V. is entitled, without any notice of default, to take back (or have taken back) the delivered goods subject to the retention of title referred to in this article from the Counterparty or from third parties holding the goods for the Counterparty. In that case, Resteel - Solutions B.V. is entitled to terminate the agreement between the parties without judicial intervention, without prejudice to Resteel - Solutions B.V. ’s right to compensation for damage, lost profit, and interest. The Counterparty must enable Resteel - Solutions B.V. to take back the delivered goods and provide full cooperation, subject to a penalty of 10% of the amount owed by it per day that the Counterparty fails to comply.

3. Goods delivered by Resteel - Solutions B.V. that fall under the retention of title may not be resold other than in the normal course of business and may never be used as a means of payment. The goods subject to the retention of title may not be pledged or otherwise encumbered.

4. The Counterparty must always do everything reasonably expected of it to safeguard Resteel - Solutions B.V. ’s property rights.

5. If third parties seize the goods delivered under retention of title or wish to establish or assert rights to them, the Counterparty is obliged to immediately inform Resteel - Solutions B.V. thereof.

6. The Counterparty undertakes to insure and keep insured the goods delivered under retention of title against fire, explosion, and water damage, damage due to destruction, and theft, and to provide the insurance policy for inspection to Resteel - Solutions B.V. upon first request. In the event of any insurance payout, Resteel - Solutions B.V. is entitled to these funds. To the extent necessary, the Counterparty undertakes in advance to cooperate with Resteel - Solutions B.V. in everything that may be necessary or desirable in that context.

7. The Counterparty also undertakes, upon Resteel - Solutions B.V. ’s first request, to immediately and unconditionally cooperate in:

- pledging, pursuant to Article 3:239 of the Dutch Civil Code, all claims of the Counterparty with respect to the goods delivered by Resteel - Solutions B.V. under retention of title;

- pledging, pursuant to Article 3:239 of the Dutch Civil Code, all claims that the Counterparty obtains against its buyer(s) upon resale of goods delivered by Resteel - Solutions B.V. under retention of title;

- designating the goods delivered by Resteel - Solutions B.V. under retention of title as the property of Resteel - Solutions B.V. ;

- taking all reasonable measures in other ways that Resteel - Solutions B.V. wishes to take (or have taken) to protect its property rights with respect to the goods delivered by it under retention of title and that do not unreasonably hinder the Counterparty in the normal conduct of its business.

8. In the event that Resteel - Solutions B.V. wishes to exercise its property rights referred to in this article, the Counterparty gives unconditional and irrevocable permission in advance to Resteel - Solutions B.V. and third parties designated by Resteel - Solutions B.V. to enter all places where Resteel - Solutions B.V. ’s property is located and to take back those goods.

\*\*Article 8 - Inspection and Complaints, Limitation Period\*\*

1. The Counterparty is obliged to inspect (or have inspected) the delivered goods immediately at the moment they are made available to it or the relevant work has been performed. In doing so, the Counterparty must check whether the quality and/or quantity of the delivered goods corresponds to what was agreed and meets the requirements agreed upon by the parties in that regard. Any visible defects must be reported in writing to Resteel - Solutions B.V. within 7 days of delivery. Any non-visible defects must be reported in writing to Resteel - Solutions B.V. immediately, but in any case no later than 14 days after their discovery. The report must contain as detailed a description of the defect as possible, so that Resteel - Solutions B.V. is able to respond adequately. The Counterparty must give Resteel - Solutions B.V. the opportunity to investigate (or have investigated) a complaint.

2. If the Counterparty complains in a timely manner, this does not suspend its payment obligation. In that case, the Counterparty remains obliged to accept and pay for the other ordered goods.

3. If a defect is reported later, the Counterparty is no longer entitled to repair, replacement, or compensation, unless the Counterparty is a consumer and mandatory law provides otherwise.

4. If it is established that a good is defective and a complaint has been made in a timely manner, Resteel - Solutions B.V. will, within a reasonable period after receipt of the return or, if return is not reasonably possible, written notification of the defect by the Counterparty, at Resteel - Solutions B.V. ’s discretion, replace the defective good, arrange for its repair, or provide substitute compensation to the Counterparty. In case of replacement or compensation, the Counterparty is obliged to return the replaced good to Resteel - Solutions B.V. and transfer ownership thereof to Resteel - Solutions B.V. , unless Resteel - Solutions B.V. indicates otherwise.

5. If it is established that a complaint is unfounded, the costs incurred as a result on the part of Resteel - Solutions B.V. , including investigation costs, will be fully borne by the Counterparty.

6. Notwithstanding statutory limitation periods, the limitation period for all claims and defenses against Resteel - Solutions B.V. and third parties engaged by Resteel - Solutions B.V. in the performance of an agreement is one year, unless mandatory law, such as consumer law, prescribes a longer period.

\*\*Article 8bis - Conformity and Warranty for Second-Hand Goods\*\*

1. Resteel - Solutions B.V. delivers second-hand goods in the condition in which they are (“as is”), unless otherwise agreed in writing. The Counterparty is responsible for inspecting the goods upon delivery.

2. Unless expressly agreed in writing, Resteel - Solutions B.V. provides no warranty on second-hand goods, except for statutory obligations regarding conformity for consumers.

3. If the Counterparty is a consumer, the statutory rules on conformity (Article 7:17 of the Dutch Civil Code) apply. Defects that the Counterparty could reasonably have expected given the nature and age of the goods do not fall under non-conformity.

\*\*Article 8ter - Right of Withdrawal for Distance Sales\*\*

1. If the Counterparty is a consumer and the agreement is concluded at a distance, the Counterparty has the right to terminate the agreement within 14 days of receipt of the goods without giving reasons, in accordance with Article 6:230p of the Dutch Civil Code.

2. The Counterparty bears the costs of return shipment, unless otherwise agreed.

3. The right of withdrawal does not apply to goods specifically manufactured for the Counterparty, perishable goods, or goods that cannot be returned for hygienic reasons.

\*\*Article 8quater - Complaints Procedure\*\*

1. Complaints about the performance of the agreement must be submitted in writing with a clear description of the complaint to Resteel - Solutions B.V. via [email address] or Waterbeemd 2B, 5705DN Helmond within 7 days of discovery, but no later than 14 days after delivery.

2. Resteel - Solutions B.V. will handle complaints within 14 days of receipt and inform the Counterparty in writing of the outcome. If a complaint cannot be resolved within this period, the Counterparty will receive an indication of the further processing period.

3. If the Counterparty is a consumer, it has the right to submit a dispute to a recognized dispute resolution body, such as the Disputes Committee.

\*\*Article 9 - Liability\*\*

1. If Resteel - Solutions B.V. is liable, this liability is limited to what is regulated in this provision.

2. Resteel - Solutions B.V. is not liable for damage, of any nature, caused by Resteel - Solutions B.V. relying on incorrect and/or incomplete information provided by or on behalf of the Counterparty.

3. The total liability of Resteel - Solutions B.V. , for any reason, is limited to compensation for direct damage up to a maximum of the invoice value of the order, or at least to that part of the order to which the liability relates, unless mandatory law, such as consumer law, provides otherwise.

4. The total liability of Resteel - Solutions B.V. , for any reason, is in any case always limited to the amount paid out by Resteel - Solutions B.V. ’s liability insurer in the relevant case.

5. Resteel - Solutions B.V. is only liable for direct damage. Liability of Resteel - Solutions B.V. for indirect damage, including consequential damage, lost profit, missed savings, data loss, and damage due to business interruption and idle time, is excluded at all times, unless mandatory law provides otherwise.

6. Direct damage is exclusively understood to mean:

- material damage to or defective or non-functioning goods;

- material damage to other property of the Counterparty and/or third parties;

- demonstrable reasonable costs actually incurred by the Counterparty to make Resteel - Solutions B.V. ’s performance conform to the agreement;

- demonstrable reasonable costs incurred to determine the cause and extent of the damage, insofar as the determination relates to direct damage within the meaning of these terms.

7. Resteel - Solutions B.V. is never liable if a defect and/or damage arises as a result of or is caused by improper or inappropriate use by the Counterparty and/or third parties, use after the expiration date by the Counterparty and/or third parties, incorrect storage and/or maintenance by the Counterparty and/or third parties, if the Counterparty and/or third parties have made or attempted to make changes and/or repairs to the item without Resteel - Solutions B.V. ’s written permission, if other items were attached by the Counterparty and/or third parties that should not have been attached, and if items were processed or treated by the Counterparty and/or third parties in a manner other than prescribed.

8. A condition for any right to compensation is always that the Counterparty reports the damage to Resteel - Solutions B.V. in writing as soon as possible (no later than 14 days) after it arises.

9. The Counterparty indemnifies Resteel - Solutions B.V. and Resteel - Solutions B.V. ’s employees against all claims from third parties.

10. Resteel - Solutions B.V. accepts no liability whatsoever for items not installed by or on behalf of Resteel - Solutions B.V. .

11. Resteel - Solutions B.V. accepts no liability whatsoever for contaminated soil, (hidden) asbestos, chemicals, oils, paint products, etc., whether during the acceptance, execution, or outsourcing of work.

12. The limitations of liability set out in this article do not apply if the damage is due to intent or gross negligence on the part of Resteel - Solutions B.V. or its senior subordinates, or if mandatory law, such as consumer law, provides otherwise.

\*\*Article 10 - Risk Transfer\*\*

1. The risk of loss, damage, or depreciation passes to the Counterparty at the moment the relevant goods are brought under the control of the Counterparty.

\*\*Article 11 - Indemnification\*\*

1. The Counterparty indemnifies Resteel - Solutions B.V. against any claims from third parties that suffer damage in connection with the performance of the agreement and whose cause is not attributable to Resteel - Solutions B.V. .

2. If Resteel - Solutions B.V. is held liable by third parties on that basis, the Counterparty is obliged to assist Resteel - Solutions B.V. both extrajudicially and judicially and to immediately do everything that may be expected of it in that case.

3. If the Counterparty fails to take adequate measures, Resteel - Solutions B.V. is entitled, without notice of default, to take such measures itself. All costs and damage incurred as a result on the part of Resteel - Solutions B.V. and third parties will be fully at the expense and risk of the Counterparty.

\*\*Article 12 - Data, Images, and Intellectual Property\*\*

1. All images, drawings, specifications of dimensions and weights, light intensity diagrams, and all other unspecified data, etc., included in catalogs and brochures, or included with or referred to in offers or order confirmations, provide a general representation of items and are not binding.

2. All intellectual property rights to all software developed or provided under the agreement, such as analyses, documentation, reports, quotations, as well as preparatory material thereof, rest exclusively with Resteel - Solutions B.V. and/or its licensors. The Counterparty only acquires the usage rights and powers expressly granted under these terms or otherwise.

3. The Counterparty will not reproduce or make copies of the software and/or other materials, nor will the Counterparty make them available for inspection by third parties.

4. The Counterparty will return the software and/or other materials to Resteel - Solutions B.V. upon Resteel - Solutions B.V. ’s first request.

5. The Counterparty is not permitted to remove or alter any indication of copyrights, trademarks, trade names, or other intellectual property rights from the works referred to in the first paragraph.

6. Resteel - Solutions B.V. grants the Counterparty a non-exclusive right to use the reports, documentation, quotations, and preparatory material developed or provided under this agreement. The Counterparty will strictly comply with the agreed usage restrictions between the parties. The usage right is not transferable.

7. Resteel - Solutions B.V. is entitled to use the knowledge gained on its part through the performance of an agreement for other purposes, provided that no strictly confidential information of the Counterparty is disclosed to third parties.

\*\*Article 13 - Advance Payment / Security / Set-Off\*\*

1. Resteel - Solutions B.V. is at all times entitled to require advance payment or security before proceeding with or continuing its performance. If the Counterparty fails to provide the requested advance payment or security, Resteel - Solutions B.V. ’s performance obligation lapses, without prejudice to Resteel - Solutions B.V. ’s right to compensation for all damage, costs, and interest from the Counterparty.

2. Resteel - Solutions B.V. is always entitled to set off – whether or not due – claims of Resteel - Solutions B.V. against claims that the Counterparty has against Resteel - Solutions B.V. under the agreement. To the extent that any consent from the Counterparty is required, such consent is deemed to have been unconditionally and irrevocably granted to Resteel - Solutions B.V. .

\*\*Article 14 - Delivery\*\*

1. The work is considered delivered if it has been fully performed or installed and the Counterparty has been notified thereof in writing or verbally. The work is also considered delivered as soon as the work has been actually put into use by or on behalf of the Counterparty.

2. If any part cannot be delivered simultaneously with the completion of the entire work due to reasons beyond Resteel - Solutions B.V. ’s control, delivery may still take place.

3. All costs incurred by Resteel - Solutions B.V. in its capacity as a subcontractor for collection, directly or via the G-account, will be fully borne by the (main) contractor.

\*\*Article 15 - Confidentiality\*\*

1. The Counterparty undertakes to maintain confidentiality regarding all confidential information it receives from Resteel - Solutions B.V. . The Counterparty also imposes this obligation on its employees as well as on third parties engaged by it and their employees for the performance of the agreement between the parties.

2. If the Counterparty culpably fails to comply with this article, it forfeits an immediately due penalty of €10,000 per incident, with a maximum of €50,000, without prejudice to all further rights, including those to performance and/or compensation for damage suffered by Resteel - Solutions B.V. .

\*\*Article 16 - Obligations of the Counterparty\*\*

1. The Counterparty undertakes towards Resteel - Solutions B.V. to inform Resteel - Solutions B.V. in a timely manner and before the start of the work of any dangers or (statutory) working conditions or the presence of flammable, chemical, or hazardous substances.

2. The Counterparty undertakes, after consultation with Resteel - Solutions B.V. , to disconnect buildings, machines, or installations from all utilities at its expense and risk.

3. At the start of the work, the machines, installations, and/or spaces must be free of, for example, electricity, oil, chemicals, etc.

4. The Counterparty must immediately notify Resteel - Solutions B.V. in writing of any changes in name, (postal) address, email address, VAT number, and bank or giro account number.

5. The Counterparty is obliged to provide all data and documents that Resteel - Solutions B.V. deems necessary for the proper execution of the assigned task in a timely manner, in the form and manner desired by Resteel - Solutions B.V. .

6. The Counterparty is obliged to immediately inform Resteel - Solutions B.V. about facts and circumstances that may be relevant to the execution of the assignment.

7. The Counterparty guarantees the accuracy, completeness, and reliability of the data and documents provided to Resteel - Solutions B.V. .

\*\*Article 17 - Outsourcing\*\*

1. Resteel - Solutions B.V. is always entitled to outsource the performance of assigned work, in whole or in part, to third parties.

\*\*Article 18 - Authority of Personnel\*\*

1. Agreements with members of Resteel - Solutions B.V. ’s personnel do not bind Resteel - Solutions B.V. unless they have been confirmed in writing by Resteel - Solutions B.V. or are immediately executed. In this context, personnel members are considered to be all employees and staff who do not have official power of attorney.

\*\*Article 19 - Applicable Law and Disputes\*\*

1. The legal relationship between the parties is exclusively governed by Dutch law. The applicability of the Vienna Sales Convention is expressly excluded.

2. The court in the place of establishment of Resteel - Solutions B.V. , namely Helmond, is exclusively competent to hear disputes, unless the law mandatorily prescribes otherwise. Nevertheless, Resteel - Solutions B.V. is entitled to submit the dispute to the court competent under the law.

\*\*Article 20 - Location and Amendment of Conditions\*\*

1. These conditions are filed with the Chamber of Commerce under the number of Resteel - Solutions B.V. and are available on [website].

2. Resteel - Solutions B.V. reserves the right to amend or supplement these conditions.

3. The amendments take effect at the announced time of entry into force. If no time of entry into force is communicated, amendments take effect with respect to the Counterparty as soon as the amendment is communicated to it.

4. Resteel - Solutions B.V. will send the amended conditions to the Counterparty in a timely manner (electronically).

5. Amendments of minor importance may be implemented at any time.

6. If the Counterparty does not wish to accept an amendment to these conditions, it may terminate the agreement by the date on which the new conditions take effect.

7. The Dutch text of the general terms and conditions is always decisive for their interpretation.

8. Resteel - Solutions B.V. reserves the right to adapt these conditions to amended laws and regulations, including but not limited to rules on consumer protection, data protection, and environmental regulations.

\*\*Article 21 - Processing of Personal Data\*\*

1. Resteel - Solutions B.V. processes the Counterparty’s personal data in accordance with the General Data Protection Regulation (GDPR).

2. Personal data are processed solely for the performance of the agreement, invoicing, customer management, and, if consent has been given, marketing purposes.

3. The Counterparty has the right to access, correct, delete, and transfer its data, as described in Resteel - Solutions B.V. ’s privacy policy, available on [website].

4. Resteel - Solutions B.V. takes appropriate technical and organizational measures to secure personal data against loss or unauthorized access.

\*\*Article 22 - Environment and Sustainability\*\*

1. Resteel - Solutions B.V. complies with all applicable environmental laws and regulations in the performance of its activities.

2. The Counterparty is responsible for the proper disposal of waste materials arising from the use of the delivered goods, unless otherwise agreed.

3. Resteel - Solutions B.V. is not liable for damage resulting from the Counterparty’s failure to comply with environmental regulations.

\*\*Article 23 - Electronic Agreements\*\*

1. Agreements may be concluded electronically via Resteel - Solutions B.V. ’s website or other digital platforms.

2. Resteel - Solutions B.V. ensures appropriate security for electronic transactions but is not liable for damage resulting from cyber incidents beyond its control, such as hacking or data breaches, unless these are due to intent or gross negligence.

3. Electronic communication, such as emails or confirmations via the website, counts as written evidence, unless otherwise agreed.

\*\*Article 24 - Sanctions Legislation and Export Controls\*\*

1. The Counterparty guarantees that the delivered goods will not be used in violation of international sanctions legislation, export controls, or other legal restrictions.

2. Resteel - Solutions B.V. is entitled to suspend or terminate the agreement if performance would violate applicable sanctions legislation, without liability for damage or costs.