

General Terms of Delivery **SEACO GROEP B.V.**

1. Applicability

- 1.1. These general terms and conditions ("**Terms and Conditions**") apply to every offer, quotation, acceptance, order confirmation, delivery, service, (credit) invoice, agreement and other (legal) acts, whether in electronic form or otherwise, relating to the sale and/or delivery of products and/or services between **Seaco Groep B. V.**, hereinafter referred to as: "**User**", and its customers, hereinafter referred to as: "**Customer**". Deviations from the Terms and Conditions must be expressly agreed in writing, whether or not in electronic form.
- 1.2. The applicability of any purchase or other general terms and conditions or stipulations of the Customer are excluded and hereby expressly rejected.
- 1.3. Deviations and/or additions to the Terms and Conditions only apply if and insofar as they have been agreed in writing, whether or not in electronic form, between Seaco Groep B.V. and the Customer, and moreover only apply to the agreement in which the deviating stipulations and/or additions have been made.
- 1.4. If one or more provisions of these Terms and Conditions are or become null and void, the remaining provisions of the Terms and Conditions shall continue to apply in full. New terms and conditions shall be agreed with the Customer to replace the null or voided provisions, whereby, if and insofar as possible, the purpose and purport of the original provision(s) shall be observed as much as possible.
- 1.5. Everything that was already performed or delivered by Seaco Groep B.V. and the Customer prior to the conclusion of the agreement will be deemed to have been performed under the applicability of the Terms and Conditions.
- 1.6. The Terms and Conditions also apply to other agreements, including follow-up and additional agreements, to which Seaco Groep B.V. and the Customer, or their legal successor(s), are parties.
- 1.7. Seaco Groep B.V. reserves the right to amend and/or supplement the Terms and Conditions at any time. [Changes and/or additions will be notified to the Customer in writing, whether or not in electronic form, and will take effect immediately after the date of that announcement, unless otherwise stated in the announcement.]
- 1.8. If Seaco Groep B.V. does not invoke the conditions arising from the Terms and Conditions, at any time and for any reason, this cannot be interpreted as a waiver of its rights.
- 1.9. The Customer may not transfer the agreements and rights and obligations arising from an agreement or claims of the Customer against Seaco Groep B.V. to third parties in any way whatsoever without the prior written consent of Seaco Groep B.V., whether or not in electronic form. Seaco Groep B.V. will not withhold this permission on unreasonable grounds.

2. Quotations, offers and conclusion of the agreement

- 2.1. All quotations, prices, delivery times, validity period and offers are provided without obligation and

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provided for information purposes only.

- 2.2. Seaco Groep B.V. cannot be held to its quotations or offers if the Customer can reasonably understand that the quotations or offers, or a part thereof, contain an obvious mistake or error. For quotations and offers made by the Customer in the Online Shop, on which the Customer has made adjustments, the Customer must explicitly indicate this to Seaco Groep B.V. If the Customer does not do this, the original quotation in the system shall be leading.
- 2.3. Agreements are concluded through written acceptance or confirmation of the order by Seaco Groep B.V., whether or not in electronic form ("Order Confirmation"), or if delivery has taken place because the contract and/or order of the Customer has been fulfilled. The Order Confirmation shall be deemed to reflect the order and/or contract correctly and completely, unless the Customer sends a written notice to the contrary before the actual delivery.
- 2.4. Seaco Groep B.V. reserves the right to refuse orders and/or contracts without stating reasons.
- 2.5. Statements and specifications by Seaco Groep B.V. are only approximate. The descriptions, specifications, drawings, illustrations, clarifications and statements of weight and dimensions provided by Seaco Groep B.V. in brochures, price lists, information leaflets, presentations, order confirmations and any other publications are purely indicative and the Customer cannot derive any rights from them, unless expressly agreed otherwise.
- 2.6. The prices stated in a quotation or offer are exclusive of VAT and taxes and government charges, packaging costs, installation costs and any additional costs to be incurred within the scope of the agreement, including travel and accommodation, postage and administration costs, unless otherwise indicated. The aforementioned costs shall be borne by the Customer. All prices are stated per indicated unit.
- 2.7. Seaco Groep B.V. is not bound by any order that deviates (whether or not on minor points) from the offer included in the quotation or offer. In that case, the agreement will then not be concluded in accordance with this deviating acceptance, unless Seaco Groep B.V. indicates otherwise.
- 2.8. A (composite) quotation does not oblige Seaco Groep B.V. to perform part of the contract against a corresponding part of the quoted price.
- 2.9. Insofar as the Customer - prior to receipt of the Order Confirmation - already performs any performance or makes preparations for this based on the apparent expectation that an agreement will be concluded or apparent assumption that an agreement has been concluded, the Customer does so at its own risk.

3. Delivery periods, execution and amendment of the agreement

- 3.1. The periods agreed or specified for the completion of certain activities or for the delivery of certain goods are only indicative and are never strict deadlines or fatal terms.
- 3.2. If Seaco Groep B.V. requires information from the Customer for the execution of the agreement, the execution period shall not commence until the Customer has made this available, correct and in full, to Seaco Groep B.V.
- 3.3. Seaco Groep B.V. is entitled to engage third parties for the execution of the agreement.
- 3.4. Delivery takes place Ex Works in accordance with the most recent version of the Incoterms. Unless Parties have explicitly agreed otherwise.
- 3.5. When placing an order, the Customer undertakes to purchase. Orders of custom-made goods cannot be cancelled. In the event of a possible cancellation of the order of stock goods before the goods are delivered, the Customer owes Seaco Groep B.V. a fixed compensation amounting to 25% of the selling

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price of the cancelled goods, without prejudice to the right of Seaco Groep B.V. to claim compensation for any higher proven damages.

- 3.6. The Customer is obliged to take delivery of the goods at the time they are made available to it. If the Customer refuses to take delivery or fails to provide information or instructions necessary for the delivery, Seaco Groep B.V. shall be entitled to store the goods at the expense and risk of the Customer.
- 3.7. If the Customer does not take delivery of the goods at the agreed time and that is not attributable to Seaco Groep B.V., the Customer will immediately be in default without notice of default. Without prejudice to the right to compensation for all costs and damages in connection with this non-acceptance, Seaco Groep B.V. is entitled to terminate the agreement without judicial intervention, if the Customer (also) does not take delivery of the goods (before) the second time that Seaco Groep B.V. has given notice to the Customer, without prejudice to the right of Seaco Groep B.V. to, to claim, whether or not in a court of law, additional compensation in connection with the Customer's default.
- 3.8. Seaco Groep B.V. is entitled to execute the agreement in different phases and to invoice the executed part separately.
- 3.9. Amendments or supplements to the agreements must be expressly agreed in writing. If the Customer requests an amendment and/or addition to an agreement and the parties do not reach agreement, the agreement shall remain in force in its original form.
- 3.10. If, during the execution of the agreement, it appears that for a proper execution it is necessary to amend or supplement it, the parties will proceed to adapt the agreement in good time and in mutual consultation. If the nature, scope or content of the agreement, whether or not at the request or indication of the Customer, of the competent authorities et cetera, is amended and the agreement is thereby qualitatively and/or quantitatively changed, this may also have consequences for what was originally agreed upon. As a result, the originally agreed amount may be increased or decreased. Seaco Groep B.V. will make these price statements in advance as much as possible. Due to a modification of the agreement, the original deadline may be changed. The Customer accepts the possibility of amending the agreement, including the change in price and term of execution.
- 3.11. Seaco Groep B.V. has the right to increase the agreed price, even if a fixed price has been agreed, on the basis of a power or obligation under the law or regulations or if the increase is caused by an increase in the price of raw materials, wages, etc., or on other grounds - insofar as these were not reasonably foreseeable when the agreement was entered into - without the Customer being entitled to dissolve the agreement for that reason.

4. Suspension, dissolution and early termination of the agreement

- 4.1. Seaco Groep B.V. is entitled to suspend the fulfilment of the obligations or to terminate all agreements concluded with the Customer with immediate effect without judicial intervention by means of a written and/or electronic statement to the Customer, without being obliged to pay any compensation to the Customer and without prejudice to the right of Seaco Groep B.V. to claim compensation from the Customer:
- if the Customer fails to fulfil the obligations under the agreement, or fails to do so in full or on time;
 - if, after the signing of the agreement, Seaco Groep B.V. becomes aware of circumstances that give good reason to fear that the Customer will not comply with the obligations;
 - if, at the signing of the agreement or in a case as described in Article 6.2 of these Terms and Conditions, the Customer has been requested to provide security for the fulfilment of its obligations under the agreement and this security is not provided or is insufficient;
 - if, due to delay on the part of the Customer, Seaco Groep B.V. can no longer be required to comply with the agreement on the terms originally agreed;
 - in the event of liquidation, of (application for) suspension of payments or bankruptcy of the

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Customer, of attachment at the expense of the Customer - if and insofar as the attachment has not been lifted within three months - of debt rescheduling or any other circumstance that prevents the Customer from freely disposing of their assets;

- a case as described in Articles 3.7 and 6.7 of these General Terms and Conditions occurs; and/or
- if circumstances arise that are of such a nature that fulfilment of the agreement is impossible or if there are other circumstances that are of such a nature that Seaco Groep B.V. cannot reasonably be expected to maintain the agreement unchanged.

4.2. In the cases referred to in Article 4.1, the Customer is liable for all damages suffered and/or to be suffered by Seaco Groep B.V., including the costs incurred directly and indirectly, and any interest and damages owed by the Customer to Seaco Groep B.V., including any interest and compensation, are immediately and fully due and payable.

4.3. If a ground for termination or dissolution arises with regard to the Customer, the Customer is obliged to inform Seaco Groep B.V. without delay.

5. Force majeure

5.1. Seaco Groep B.V. is not obliged to comply with any obligation towards the Customer if it is prevented from doing so as a result of a circumstance that is not due to any fault of its own, and which it is not liable for by virtue of the law, a legal act or generally accepted practice. Seaco Groep B.V. is therefore not liable for damage as a result of shortcomings that are the result of circumstances that are not attributable to it (force majeure).

5.2. In these General Terms and Conditions, force majeure is taken to mean, in addition to what is understood in law and case law, all external causes such as a pandemic or an epidemic, anticipated or unforeseen, over which Seaco Groep B.V. cannot exert any influence, but as a result of which Seaco Groep B.V. is unable to fulfil its obligations. Including strikes in the company of Seaco Groep B.V. or third parties. Seaco Groep B.V. also has the right to invoke force majeure if the circumstance that prevents (further) fulfilment of the agreement occurs after Seaco Groep B.V. should have fulfilled its obligation.

5.3. Seaco Groep B.V. may suspend the obligations under the agreement during the period that the force majeure continues. If this period continues for longer than two months, either of the parties are entitled to dissolve the agreement without any obligation to pay compensation for any loss suffered by the other party.

5.4. To the extent that Seaco Groep B.V. has partially fulfilled or will be able to partially fulfil the obligations under the agreement when the force majeure begins, and the fulfilled or to be fulfilled part has independent value, Seaco Groep B.V. is entitled to separately invoice the fulfilled or to be fulfilled part. The Customer is required to pay this invoice as if it were a separate agreement.

6. Payment and collection costs

6.1. Payment must be made within **30** days of the invoice date in a manner to be specified by Seaco Groep B.V. in the currency in which the invoice was issued, unless otherwise agreed by the parties in writing, whether or not in electronic form. The payment term is a strict deadline. Seaco Groep B.V. is entitled to invoice periodically.

6.2. Seaco Groep B.V. is also entitled to demand the provision of (additional) security or advance payment by the Customer, if there is reasonable cause to do so during the execution of the agreement.

6.3. If and insofar as (any part of) the invoice amount owed has not been received by Seaco Groep B.V. within the agreed payment term, the Customer is in default by operation of law as referred to in Section 6:83 (a) of the Dutch Civil Code, and the Customer owes the statutory (commercial) interest as referred to in Sections 6:119a and 6:120 of the Dutch Civil Code on the amount owed, and Seaco

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Groep B.V. is entitled, without prejudice to its right to demand performance, to suspend performance of its obligations under all agreements concluded with the Customer. The interest over the due and payable amount will be calculated from the moment that the Customer is in default until the moment of payment of the full amount due.

- 6.4. Seaco Groep B.V. has the right to apply payments made by the Customer first of all to reduce the costs, then to reduce the interest due and finally to reduce the principal sum and the current interest.
- 6.5. The Customer is not entitled to set off or suspend the amount owed by him to Seaco Groep B.V.
- 6.6. Objections to the amount invoiced do not suspend the payment obligation.
- 6.7. If, even after a written or electronic reminder, the Customer fails to pay the amount owed in full within the further period set, Seaco Groep B.V. is entitled to terminate the agreement with immediate effect without judicial intervention.
- 6.8. Seaco Groep B.V. may charge the Customer for all costs that Seaco Groep B.V. must incur in or out of court in order to retain its rights vis-à-vis the Customer. The extrajudicial collection costs owed by the Customer in that case amount to 15% of the amount owed or the percentage that is legally permissible, to be increased by a minimum of €750 by the VAT owed thereon.

7. Retention of title

- 7.1. All goods delivered by Seaco Groep B.V. within the framework of the agreement remain the property of Seaco Groep B.V. until the Customer has properly fulfilled all obligations arising from the agreement(s) concluded with Seaco Groep B.V. The Customer waives in advance any right of retention with regard to the goods delivered and still to be delivered by Seaco Groep B.V. The retention of title shall not be cancelled if Seaco Groep B.V. transfers its claims against the Customer to a third party.
- 7.2. Goods delivered by Seaco Groep B.V., which are subject to the retention of title pursuant to paragraph 1, may only be resold in the context of the Customer's normal business operations, on the understanding that until the Customer has paid for the delivered goods, Seaco Groep B.V. will be acting on behalf of the Customer vis-à-vis the Customer's customer, and the delivered goods may never be used as a means of payment. The Customer is not authorised to pledge or otherwise encumber in any other way items falling under retention of title.
- 7.3. The Customer must always do everything that can reasonably be expected of them to secure the property rights of Seaco Groep B.V.
- 7.4. If third parties make an attachment on the goods delivered under retention of title or want to attach or exercise rights thereon, the Customer is obliged to immediately notify Seaco Groep B.V. thereof. In addition, the Customer will inform the acquiring third party of the retention of title of the goods in favour of Seaco Groep B.V. The Customer undertakes to insure the goods delivered under retention of title and to keep them insured against fire, explosion and water damage as well as against theft and to make the policy of this insurance available to Seaco Groep B.V. for inspection at first request.
- 7.5. In the event of any payment of the insurance, Seaco Groep B.V. is entitled to these funds. Insofar as necessary, the Customer undertakes vis-à-vis Seaco Groep B.V. to cooperate with everything that may be necessary or desirable in that context.
- 7.6. In the event that Seaco Groep B.V. wishes to exercise its property rights referred to in this article, the Customer gives Seaco Groep B.V. and third parties to be designated by Seaco Groep B.V. unconditional and irrevocable permission in advance to enter all locations where the property of Seaco Groep B.V. is located and to take back those goods.

8. Warranties, investigations and complaints, limitation period

- 8.1. Seaco Groep B.V. guarantees that the goods to be delivered are free from material and manufacturing defects. Parts that contain material and manufacturing defects will be replaced free of charge if these DDP are offered at Seaco Groep B.V. Seaco Groep B.V. is not obliged to provide any further warranty. The warranty expires 6 months after delivery.
- 8.2. The repaired and/or replaced parts will be delivered Ex-Works by Seaco Groep B.V. Replacement and/or repair shall not lead to an extension of the warranty period referred to in paragraph 1. The costs related to import or export or other additional costs are borne by the Customer.
- 8.3. If a different warranty arrangement has been agreed between the Parties, this shall apply expressly instead of, and not in addition to, the warranty referred to in paragraph 1.
- 8.4. Any right to return and complaint shall lapse if the delivered goods have been used, processed and/or delivered to third parties. Any warranty of Seaco Groep B.V. expires as a result of modification, maintenance or repair of the goods by persons other than (designated by) Seaco Groep B.V. as well as in the event of misuse, improper use or incorrect storage of the goods, use in violation of the usage and safety regulations of the goods or of external circumstances.
- 8.5. The Customer is obliged to examine the delivered goods (or have them examined) immediately - at least within 24 hours - when the goods are made available to it.
- 8.6. In addition, the Customer should investigate whether the quality and/or quantity of what has been delivered corresponds with what has been agreed and meets the requirements agreed upon by the Parties in this regard. Visible defects must be reported to Seaco Groep B.V. in writing within 5 days of delivery. Non-visible defects must be reported in writing to Seaco Groep B.V. immediately, but in any case no later than 5 days after discovery. The report must contain as detailed a description of the defect as possible, so that Seaco Groep B.V. is able to respond adequately. The Customer must give Seaco Groep B.V. the opportunity to investigate a complaint or have it investigated.
- 8.7. Exceeding the deadlines mentioned in the previous paragraph will result in the forfeiture of all rights of the Customer.
- 8.8. The processing of returns and complaints does not affect the Customer's payment obligation.
- 8.9. Seaco Groep B.V. must be given the opportunity by the Customer to investigate the complaint. To this end, the Customer must make the delivered goods, or the remainder thereof, available to Seaco Groep B.V., failing which any right to claim from the Customer shall lapse.
- 8.10. If the complaint is justified, Seaco Groep B.V. will, at its discretion, credit the purchase price, replace, supplement, repair or grant the Customer a discount. The Customer is not entitled to compensation.
- 8.11. Relatively small deviations and differences in quality, colour or finish, which are customary in the trade or technically unavoidable, cannot give rise to complaints. If the delivered goods have been erroneously returned, Seaco Groep B.V. will return the delivered goods to the Customer and the costs for return will in that case be borne by the Customer.
- 8.12. If it is established that a complaint (other than as referred to in Article 8.11) is unfounded, the costs incurred by Seaco Groep B.V., including the research costs, will be borne by the Customer in full as a result.
- 8.13. Notwithstanding the statutory limitation periods, the limitation period of all claims and defences against Seaco Groep B.V. and the third parties involved by Seaco Groep B.V. in the execution of an agreement is one year.
- 8.14. Returns will only be accepted after express written agreement from Seaco Groep B.V. with a maximum

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of one (1) month after delivery and/or invoice date. Only unused goods shall be taken back. Returns always take place at the expense and risk of the Customer. Custom-made goods and specially purchased products, which are not part of the standard range, cannot be returned. Transport, packaging, certificate and other handling costs incurred shall not be credited.

9. Liability

- 9.1. Seaco Groep B.V. is not liable for damage of any kind caused by Seaco Groep B.V. based on incorrect and /or incomplete information provided by or on behalf of the Customer.
- 9.2. Any liability of Seaco Groep B.V. for indirect damage is excluded, including consequential damage, lost profits, missed savings and damage due to business stagnation. The liability of Seaco Groep B.V. is also limited to the fulfilment of the warranty provided in Article 8.
- 9.3. The liability of Seaco Groep B.V. is in any case always limited to the invoice amount.
- 9.4. The limitations of liability set out in this article do not apply if the Customer can demonstrate that the direct damage or defect is directly and exclusively due to intent or gross negligence on the part of (managers of) Seaco Groep B.V.

10. Indemnification

- 10.1. The Customer indemnifies Seaco Groep B.V. against any claims by third parties who suffer damage in connection with the execution of the agreement and whose cause is attributable to parties other than Seaco Groep B.V.
- 10.2. If Seaco Groep B.V. is contacted by third parties for this reason, the Customer is obliged to assist Seaco Groep B.V. both externally and in court and to immediately do everything that may be expected of it in that case. Should the Customer fail to take adequate measures, Seaco Group B.V. shall be entitled to do so, without notice. All costs and damages on the part of Seaco Groep B.V. and third parties caused as a result are fully at the expense and risk of the Customer.

11. Intellectual property and privacy

- 11.1. All intellectual property rights that rest on or in connection with the delivered goods, including modifications, manuals and other related documents or goods, remain the property of Seaco Groep B.V. or its licensors.
- 11.2. Under no circumstances shall Seaco Groep B.V. be liable if its delivery or use infringes any copyright, exclusive right to design, patent right or other intellectual property right of third parties.
- 11.3. Seaco Groep B.V. will treat and use the Customer's data confidentially within the framework of the agreement and the administration of Seaco Groep B.V. The Customer agrees that the Customer's details can be used by Seaco Groep B.V. to make further offers, unless the Customer has informed Seaco Groep B.V. in writing before entering into the agreement not to grant permission to do so.
- 11.4. The Customer declares that they unconditionally adhere to the non-disclosure of confidential information and that they have taken such measures as the law requires of them. If necessary, the parties will make separate processor agreements.

12. Joint and several liability

- 12.1. If the Customer has in any way admitted that there is uncertainty about the question on behalf of which (legal)person an order is placed and/or for which Customer the agreement is performed, each of these (legal)persons and/or Customers are jointly and severally liable to Seaco Groep B.V. for the

obligations arising from the agreement.

13. Applicable law and disputes

- 13.1. All legal relationships in which Seaco Groep B.V. is a party are governed solely by Dutch law, even if a commitment is fulfilled abroad in whole or in part or if the party involved in the legal relationship is domiciled there. Application of the Vienna Sales Convention is explicitly excluded.
- 13.2. The court in the place of business of Seaco Groep B.V. has exclusive jurisdiction to hear disputes, unless the law prescribes otherwise. Nevertheless, Seaco Groep B.V. has the right to submit the dispute to the court having jurisdiction under the law.
- 13.3. The Parties will first appeal to the court after attempting to resolve a dispute by mutual consultation.