

GENERAL TERMS AND CONDITIONS

Article 1. Applicability and definitions In these General Terms and Conditions (“Terms”) the following terms shall have the following meanings:

- 1.1 Advice: all (technical) advice provided by NANOENZO BV; as well as support and service, whether or not on location, in whatever form.
- 1.2 Purchaser: any natural or legal person with whom NANOENZO BV enters into an agreement or with whom NANOENZO BV negotiates the conclusion of an agreement; 1.3 Order: any order from the customer to NANOENZO BV, in whatever form, for the delivery of products and/or advice; 1.4 Agreement: any agreement concluded between NANOENZO BV and the customer, any amendment or addition thereto, as well as all (legal)/acts in preparation for and in execution of that agreement;
- 1.5 NANOENZO BV: the private limited company NANOENZO BV, established in Leusden
- 1.6 Products: all items that are the subject of an agreement.

Article 2. Applicability

- 2.1 The terms and conditions form part of all agreements and advice and apply to all related (legal) acts of NANOENZO BV and the purchaser, such as the provision of support and service and the provision of information.
- 2.2 The applicability of any other general or specific terms or conditions is expressly rejected by NANOENZO BV and any purchasing conditions used by the purchaser are not accepted by NANOENZO BV.

Article 3. Offers, conclusion of agreements, specifications and indications of products and advice

- 3.1 An offer or (price) quotation does not bind NANOENZO BV and only serves as an invitation to the customer to place an order.
- 3.2 An agreement will only be concluded if and to the extent that NANOENZO BV has placed an order confirms in writing whether NANOENZO BV will actually execute an order.
- 3.3 All statements by NANOENZO BV of numbers, sizes, weights and/or other indications of the products and/or in the advice have been made with care. However, NANOENZO BV cannot guarantee that no deviations will occur in this regard.
- 3.4 NANOENZO BV reserves the right to make changes to the composition of the products.
- 3.5 Unless otherwise stated, an offer or quotation is valid for 3 months.
- 3.6 Any items included with an offer or quotation, such as samples, test models and the like, remain the property of NANOENZO BV. These may not be copied, reproduced, shown or made available for inspection to or for third parties without the permission of NANOENZO BV.
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Article 4. Prices

- 4.1 If applicable and unless otherwise stated, all prices of NANOENZO BV are expressed in Euros, excluding VAT. Unless expressly stated otherwise, the costs of shipping, import and export duties and excise duties, as well as all other levies or taxes imposed or levied in respect of the products and their transport, shall be borne by the purchaser.
- 4.2 The prices of NANOENZO BV are based on the price list applicable at the time of concluding the agreement. The prices used by NANOENZO BV include Unit costs, with the exception of pallets and IBCs.
- 4.3 The Purchaser must provide the same or similar pallets of at least the same size at its own expense.

quality to the shipping address of NANOENZO BV.

4.4 Obvious errors in pricing can be corrected and passed on by NANOENZO BV.

4.5 NANOENZO BV is entitled to increase prices for items delivered afterwards from 3 months after the agreement has been concluded. In addition, the prices for repeat orders are not binding unless otherwise agreed.

4.6 If NANOENZO BV makes use of this authority, the purchaser is entitled to terminate the agreement for 14 days after receipt of this notification. The purchaser must reimburse NANOENZO BV for raw materials and/or resources purchased specifically for this agreement.

4.7 If the purchaser terminates the agreement on the basis of Article 4.6, the price for items for which the agreement remains in force remains unchanged.

4.8 If an order is placed without a price being expressly agreed, it will be executed at the price applicable at the time of execution of the order, regardless of previous quotations and/or calculated price.

Article 5. Payment

5.1 Unless otherwise agreed, the purchaser shall have paid the amounts charged to him within 30 (thirty) days after the invoice date to NANOENZO BV by means of a credit or deposit into the bank account stated on the invoice.

5.2 All costs associated with payment shall be borne by the purchaser.

5.3 NANOENZO BV is at all times entitled, even in deviation from the agreement, to demand payment or security for this, before (further) execution of the agreement is commenced.
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5.4 Purchaser is not authorized to offset. Purchaser is further not entitled to suspend any (payment) obligation towards NANOENZO BV.

5.5 The Purchaser shall, without further notice of default, owe default interest of 1% per month on all amounts not paid by the last day of the payment term, from that day onwards.

5.6 If the purchaser is in default towards NANOENZO BV, he is obliged to fully reimburse NANOENZO BV for the extrajudicial and judicial costs. The extrajudicial costs to be reimbursed by the purchaser amount to at least the statutory interest on the unpaid amount, with a minimum of € 40.00, plus the sales tax due thereon.

5.7 If NANOENZO BV, after the customer is in default, sends payment reminders or other requests for payment to the customer, this does not affect the provisions of Articles 5.5, 5.6 and 21.

Article 6. Retention of title

6.1 Notwithstanding actual delivery, ownership of the products will only be transferred to the purchaser after the purchaser has paid in full all that he owes or will owe to NANOENZO BV under any agreement with regard to the relevant products and services, within the meaning of Article 3:92 of the Dutch Civil Code.

6.2 Before the ownership of the products has been transferred to the purchaser, the purchaser is not entitled to rent out or give away the products, to pledge them or otherwise encumber them. The purchaser is only entitled to sell or deliver the products of which NANOENZO BV is the owner to third parties, insofar as this is necessary in the context of the normal business operations of the purchaser.
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6.3 The goods may be immediately reclaimed by NANOENZO BV if the buyer has not fulfilled his obligations or NANOENZO BV has reason to believe that the Buyer

will not meet its obligations. The costs associated with the return will be charged to the purchaser.

6.4 If and as long as NANOENZO BV is the owner of the products, the purchaser will immediately inform NANOENZO BV if the products are (threatened to be) subject to any (bankruptcy) attachment or if a claim is otherwise made on (any part of) the products. The purchaser will, if necessary, immediately inform third parties that NANOENZO BV is the owner of the products.

Furthermore, in that case, the purchaser will inform NANOENZO BV at its first request where the products of which NANOENZO BV is the owner are located and, if requested, grant NANOENZO BV access to buildings and/or spaces in order to take possession of the products.

Article 7. Delivery and risk

7.1 NANOENZO BV shall at all times be entitled to deliver in parts. In that case, the Purchaser shall each time owe a proportional part of the sales price. If no delivery period has been determined, a period of 4 weeks shall apply, without prejudice to the provisions of paragraph 2 of this article.

7.2 A delivery period specified by NANOENZO BV is based on the circumstances relevant to NANOENZO BV at the time the agreement is concluded and, to the extent dependent on third parties, on the information provided to NANOENZO BV by those third parties.

7.3 In the event of exceeding the delivery period, the purchaser shall not be entitled to any compensation in this regard. In that case, the purchaser shall also not be entitled to terminate the agreement, unless the exceeding of the delivery period is such that the purchaser cannot reasonably be expected to maintain the relevant part of the agreement.

7.4 Agreed delivery conditions must be interpreted in accordance with the Incoterms of the International Chamber of Commerce in Paris applicable at the time the agreement is concluded.

7.5 If the conditions referred to in the previous paragraph have not been agreed, delivery and transfer of risk of the products will always take place at the place and time at which the products are ready for shipment to the buyer. NANOENZO BV will notify the buyer of the aforementioned time and place as soon as possible and the buyer will collect the products as soon as possible, but no later than 10 working days after the notification.

7.6 If the purchaser does not accept the products or does not accept them on time, he will be in default without notice of default. In that case, NANOENZO BV is entitled to store the products at the expense and risk of the purchaser or to sell them to a third party. The purchaser remains liable for the purchase price, increased by the interest and costs (by way of compensation), however, where applicable reduced by the net proceeds of the sale to the aforementioned third party.

7.7 NANOENZO BV reserves the right to provide the goods to be delivered with its name, brand and/or coding.

7.8 If the purchaser wishes to return the remainder of the products, insofar as these are still provided with the original and unopened units, are in perfect condition and still have a shelf life of at least 8 months, and NANOENZO BV has agreed to this, the purchaser can return the remainder in the manner indicated by NANOENZO BV. In that case, NANOENZO BV will then credit the purchaser, depending on the condition and age of the products, for a maximum of 100% of the value of the remainder. Products specially manufactured for the purchaser will not be taken back by NANOENZO BV.

7.9 The products are delivered ex a factory designated by NANOENZO BV, unless otherwise agreed.

7.10 Products sold "ex works" always travel from the factory at the expense and risk of the buyer. In this respect, the buyer will always be considered as the carrier, regardless of any other provisions in this regard between the buyer and third parties.

7.11 NANOENZO BV is authorized to deliver the products to a location other than that specified in Article 7.9 against payment of any higher transport costs by the purchaser, except in cases of force majeure.

7.12 In any event, NANOENZO BV shall never be in default by operation of law simply by the expiry of a delivery term.

Article 8. Force Majeure

8.1 If NANOENZO BV is unable to fulfil its obligations towards the customer due to force majeure, the fulfilment of those obligations will be suspended for the duration of the force majeure situation.

8.2 If the force majeure situation has lasted for 6 weeks, both parties have the right to terminate the agreement in writing in whole or in part, to the extent that the force majeure situation justifies this.

8.3 In the event of force majeure, the purchaser is not entitled to any (damage) compensation, even if NANOENZO BV may have any benefit as a result of the force majeure.

8.4 Force majeure of NANOENZO BV is understood to mean any event beyond the control of NANOENZO BV.

independent circumstance, as a result of which the fulfilment of its obligations towards the purchaser is wholly or partially prevented or as a result of which the fulfilment of its obligations cannot reasonably be expected of NANOENZO BV, regardless of whether that circumstance was foreseeable at the time the agreement was concluded. Such circumstances also include strikes, stagnation or other problems in the production by NANOENZO BV or its suppliers and/or in its own and/or third-party transport and/or the absence of any permit to be obtained from the government and/or scarcity or objectively ascertainable lack of raw materials, both on the part of NANOENZO BV and on the part of its suppliers, without NANOENZO BV having to indicate any influence of this on its business.

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Article 9. Inspection and complaints

9.1 The Purchaser is obliged to carefully inspect the products immediately after delivery.

Any complaints must be reported in writing to NANOENZO BV within 15 days of delivery of the products, provision of advice or installation and completion.

9.2 Defects that could not reasonably have been discovered within the period specified in paragraph 1 of this article must be reported in writing to NANOENZO BV immediately after discovery and at the latest within 30 days after delivery of the products, provision of advice or installation and completion. The purchaser must verify the shelf life of the products and, if necessary, report this in writing to NANOENZO BV earlier than the periods specified in paragraphs 1 and 2 of this article 9.

9.3 Provided that a complaint has been made in a timely, correct and in accordance with the provisions of this article 9 and that it has been sufficiently demonstrated that the products and/or advice do not correspond to what was agreed in this regard, or show material and/or construction errors, or do not function properly, NANOENZO BV has the choice of either supplying the defective products free of charge in exchange for the return of the defective products, or of properly repairing the products in question, or of granting the purchaser a discount on the purchase price to be determined in mutual consultation, or of providing the advice again.

fulfillment of one of the aforementioned performances will fully discharge NANOENZO BV of its obligations in this regard.

9.4 After discovering any defect, the purchaser is obliged to immediately cease the use, processing, treatment and/or installation of the relevant products or the advice and to do and refrain from doing everything reasonably possible to prevent (further) damage.

9.5 The Purchaser shall provide all necessary cooperation for the investigation of the complaint, including by enabling NANOENZO BV to conduct an investigation into the circumstances of the use, processing, handling and/or installation.

9.6 The purchaser is not permitted to return the products before NANOENZO BV has agreed to this. Only if a complaint has been made in a timely, correct and justified manner will the reasonable costs of returning be borne by NANOENZO BV.

9.7 If the purchaser makes a timely, correct and justified complaint, the liability arising from this for NANOENZO BV is limited to the obligations described in Article 9.3.

9.8 If, upon acceptance of the products or the consignment note or receipt, no comment or remark has been made with regard to the Unit, it shall be deemed to have been in a sound and good condition upon delivery, unless proven otherwise.

9.9 Failure by the purchaser to comply with any obligation under this article will result in the forfeiture of any claim by the purchaser relating to complaints about the products and/or advice.

9.10 The buyer bears the burden of proof that the goods to which the complaint relates are the same as those supplied by NANOENZO BV.

Article 10. In accordance with specification

10.1 NANOENZO BV guarantees that the products comply with the specifications given in writing by NANOENZO BV, provided that the products are used and stored in the usual manner and with care in accordance with the rules of architecture and normal building practice and that all instructions given for the use of the products, as included in the latest version of the documentation accompanying the products, the latest version of technical information sheets, product safety sheets issued by or on behalf of NANOENZO BV and the instructions mentioned in the terms and conditions, are complied with in a timely and complete manner.

10.2 The obligations with regard to the specifications do not extend to the result after processing of the products.

10.3 Unless expressly stated in writing specifically for the benefit of the customer by NANOENZO BV, NANOENZO BV does not guarantee the usability of the products for the purpose for which the customer wishes to use them.

10.4 Even if sold on a sample or trial basis, the delivered goods are still deemed to correspond to the agreement in the event of deviations, variations or differences in colour and/or design inherent to normal manufacturing, regardless of whether these occur within the same or between different deliveries.

10.5 Without prejudice to the provisions of 10.4, the goods shall in any case comply with the agreement if externally observable properties, such as dimensions, print, colours, etc., correspond with samples and/or proofs approved by the purchaser.

10.6 The Purchaser cannot derive any claim from advice that has not been issued in writing, in accordance with the terms and conditions applicable to NANOENZO BV. NANOENZO BV guarantees that the written advice is issued with care and in compliance with the state of the art.

10.7 To the extent that NANOENZO BV provides information to the customer orally or by telephone, this information is provided to the best of its ability and knowledge, but any liability for content, accuracy and completeness is excluded.

Article 11. Liability

11.1 Unless the damage is caused by intent or gross negligence on the part of NANOENZO BV or its management staff or liability arises from Title 3, Section 3, Book 6 of the Dutch Civil Code (product liability), NANOENZO BV shall never be liable on any grounds whatsoever for

damage that the purchaser may suffer in connection with (the use and/or storage of) products and/or advice, including business and/or environmental damage and immaterial damage.

11.2 Without prejudice to the provisions of paragraph 1 of this article 11, the contractual and statutory liability of NANOENZO BV is at all times limited to the amount of the purchase price of the product and/or the price charged for the advice in respect of which the liability arose.

11.3 Unless the damage is caused by gross negligence or intent of NANOENZO BV or its management, the purchaser shall indemnify NANOENZO BV against all claims related to (the use of) the products and advice, from anyone, to the extent that these claims exceed the liability of NANOENZO BV under the terms and conditions and shall compensate NANOENZO BV for all damage suffered by NANOENZO BV as a result of such claims.

11.4 The purchaser must indemnify NANOENZO BV against claims from its personnel and third parties in connection with the work of that personnel, even if that personnel assisted NANOENZO BV in the context of the assignment.

11.5 If NANOENZO BV, notwithstanding the above, on the basis of the provisions of article for whatever reason - is obliged to compensate any damage, the compensation per event or series of related events with a common cause will never be higher than the amount equal to the invoice value concerning the purchase, sale or delivery of the goods or the performance of the service that caused the damage. Furthermore, any claim against NANOENZO BV will lapse by the mere passage of one year after the claim arose, unless legal proceedings have been instituted against NANOENZO BV in this regard before then.

Article 12. Intellectual and industrial property 12.1 The

Purchaser does not acquire any intellectual property rights with regard to the products and advice.

12.2 The purchaser is not permitted to change or remove any brand or identification marks affixed to the products or their packaging, or to change or copy the products and advice or any part thereof.

12.3 NANOENZO BV declares that to the best of its knowledge the products and advice do not infringe any intellectual property rights of third parties applicable in the Netherlands. In the event of claims by third parties regarding an infringement of such rights, NANOENZO BV may, if necessary, replace or modify the product in question, or the parties may terminate the agreement in whole or in part.

12.4 Purchaser shall immediately notify NANOENZO BV of any claim by a third party regarding an infringement of intellectual property rights with regard to the products. In the event of such a claim, only NANOENZO BV shall be authorised to defend itself against it, also on behalf of purchaser, who shall provide NANOENZO BV with all cooperation in this regard, or to take legal action against that third party, or to reach an amicable settlement with that third party. Purchaser shall refrain from all such measures to the extent that this can reasonably be expected of him.

12.5 The Purchaser shall indemnify NANOENZO BV against claims by third parties due to infringement of copyrights, patent rights, trademark rights and/or any other industrial and/or intellectual property rights of third parties on items manufactured according to a drawing, model and/or process originating from the Purchaser.

12.6 The Purchaser is obliged to respect these rights and to inform NANOENZO BV without delay of any infringement.

Article 13. Default/termination

13.1 If the purchaser does not properly or timely fulfil any obligation arising from

If any agreement should arise, the purchaser will be in default without notice of default and NANOENZO BV will be entitled to suspend the performance of the agreement and directly related agreements until compliance has been sufficiently secured and/or to terminate the agreement and directly related agreements in whole or in part.

13.2 In the event of (provisional) suspension of payment, bankruptcy, closure or dissolution of the company of the purchaser, all agreements with the purchaser shall be dissolved by operation of law, unless NANOENZO BV notifies the purchaser within a reasonable period of time that it requires compliance with (part of) the relevant agreement(s). In the latter case, the claims of NANOENZO BV shall be immediately due and payable and NANOENZO BV shall be entitled to suspend the performance of the agreement without notice of default until compliance by the purchaser has been sufficiently secured.

13.3 The provisions of the previous 2 paragraphs do not affect the other rights of NANOENZO BV under the law and the agreement.

Article 14. General

14.1 The Purchaser is not entitled to transfer its rights and/or obligations to a third party without the prior written consent of NANOENZO BV.

14.2 The terms of an agreement are, with due observance of the following sentence, determined exclusively by the terms. Changes and additions to any provision in an agreement and/or the terms are only valid if they have been recorded in writing by NANOENZO BV and only relate to the relevant agreement.

14.3 If any provision of the agreement is (partly) void or voidable, that provision must be disregarded to that extent. In that case, a replacement arrangement will apply that corresponds as closely as possible to the original arrangement and the intention of the parties.

Article 15. Applicable law/competent court

15.1 All agreements and/or legal relationships to which these conditions apply are exclusively governed by Dutch law. All disputes may only be submitted to the competent court in Amsterdam, provided that NANOENZO BV has the right to bring claims, either simultaneously or otherwise, against the purchaser before other judicial bodies that are competent to hear such claims.

15.2 The applicability of the Vienna Sales Convention 1980 (CISG) is excluded (as well as any other regulations concerning international sales agreements which will apply in the Netherlands after the deposit of the conditions, if and to the extent that exclusion of these regulations will be legally possible).

Article 16. Environment, ARBO and other safety regulations

16.1 In the event of deliveries by NANOENZO BV, the other party guarantees that it complies with the applicable environmental laws and regulations. The other party indemnifies NANOENZO BV against any liability in this regard.

16.2 The other party is responsible for the working conditions and safety within its own company. The other party must comply with all applicable statutory regulations, locally applicable regulations and regulations of the Labour Inspectorate. The other party will instruct its personnel in accordance with these regulations in a timely manner.

16.3 When executing orders – including oil and gas activities, including production and process support, technical support and pipeline maintenance – the other party must ensure that its personnel or third parties engaged by it comply with the regulations and rules arising from the safety legislation in force at that time. The other party must also ensure that the

employees or third parties to be deployed always have access to adequate personal protective equipment, all in accordance with the requirements of the Labour Inspectorate or another government body.

16.4 If NANOENZO BV, notwithstanding the above, on the basis of the provisions of Article 11 paragraph 1 - If the Client is obliged to compensate for any damage - for whatever reason - the compensation for each event or series of related events with a common cause will never exceed the amount equal to the invoice value for the purchase, sale or delivery of the goods or the provision of the service that caused the damage.

16.5 Furthermore, any claim against NANOENZO BV shall lapse after a period of one year after the claim arose, unless legal proceedings have been instituted against NANOENZO BV in this regard before then.

Article 17. Inconsistency between Dutch text and translation

17.1 In the event of any inconsistency between the text of these terms and conditions in the Dutch language and that in another language, the Dutch version shall be binding.