

General purchase conditions

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Definitions

Client: Biogas Holland BV acts as buyer or acquirer of goods and/or related services.

Contractor: any (legal) person who has concluded or wishes to conclude an agreement with the client for or related to the sale and/or delivery of goods in the sense of the client's business operations, and in addition to this his/her representative(s).

Agreement: The order issued by the client and accepted by the contractor.

Goods: The goods or services supplied by the client to the contractor under the conditions as stated below.

Technical specification: The full description of the goods, their technical versions and their special technical details.

1 General

1.1 These general terms and conditions apply to all requests, quotations, offers and (additional) agreements of the client, unless otherwise stated in the agreement. By accepting the client's order, the contractor unconditionally accepts these general terms and conditions of purchase. The Client expressly rejects any general terms and conditions or other terms and conditions of sale declared applicable by the Contractor.

2 Acceptance

2.1 If a written order is given by the Client without a prior offer from the Contractor, the agreement will be concluded if either within 14 days after sending the assignment the signed copy of the order confirmation from the Contractor is received by the Client, or because the Contractor executes the assignment in accordance with the assignment within this period. The agreement is then concluded at the time of receipt of the copy of the order confirmation or at the time of the start of execution of the assignment.

2.2 In the event that an agreement is entered into orally, the execution of the agreement will be suspended until the moment that the written confirmation of the assignment is sent by the Client. However, the execution of the oral agreement will not be suspended if an assignment number is provided by the Client to the Contractor when entering into the oral agreement.

2.3 A change in the assignment is made at the time of sending the (confirmation of the) change by the Client, unless the Contractor objects in writing to the (confirmation of the) change in writing within 8 days of sending.

2.4 If drawings, models, specifications, instructions, inspection regulations and the like are made available by the Client or approved by the Client during the execution of the agreement, these are part of the agreement.

3 Price

3.1 The prices stated in the agreement are fixed and binding and apply to delivery at the agreed place and are exclusive of tax, transport, insurance, import and export duties, other taxes, levies, packaging and changes in currency ratios, unless expressly agreed otherwise in writing.

3.2 The reimbursement of the total costs of the goods to be delivered and/or related services is determined by a

fixed amount agreed in advance in writing between the parties.

3.3 Price increases caused by additional work with regard to (related) services can only be charged by the Contractor if the Client has agreed in advance in writing to the execution of this additional work.

4 Payment

4.1 Unless otherwise agreed in writing, payment will be made within 30 days of receipt of the invoice, provided that receipt and approval of the delivered and agreed goods and receipt of all associated documentation, drawings, quality and warranty certificates has taken place.

5 Delivery

5.1 The time of delivery is the moment when the purchased item is delivered and received by a person of the Client authorized to do so on the basis of the content of the agreement.

5.2 The goods are at the risk of the Client from the time of actual delivery.

5.3 (Delivery) by the Contractor takes place at the agreed place, punctually at the agreed time, or within the agreed period.

5.4 If the Client has not specified a delivery date in the order but has indicated an (extreme) delivery time, this will start on the day that the order is given in writing, or on the day that an oral order has been confirmed in writing by the Contractor.

5.5 As soon as the Contractor knows or ought to know that the delivery or delivery will not take place, not on time, or will not take place properly, it will immediately inform the Client in writing, stating the circumstances that are the reason for this non-compliance.

5.6 The Contractor is not entitled to fulfil the agreement in parts unless otherwise agreed in writing.

5.7 Execution of the agreement also includes the delivery of all associated tools and all associated documentation, drawings, quality, inspection and warranty certificates.

6 Transport and risk

6.1 The method of transport, shipment, packaging and the like, if no further order has been provided by the Client, will be determined by the Contractor as a good Contractor.

6.2 Transport of goods takes place entirely at the risk of the Contractor until the moment of receipt of goods by the Client.

6.3 In the case of advance payment or partial payments, transfer of the title shall be made up to the amount paid at the time of such advance or partial payments. These objects are kept in custody and are insured by the contractor until delivery to the client.

6.4 Any specific wishes of the Client with regard to transport and/or shipment will always be carried out without the Contractor being entitled to charge the Client a price increase or surcharge. This is unless the specific wishes referred to are unreasonable in relation to the nature and extent of the additional costs.

6.5 Return of loan packaging is at the expense and risk of the Contractor, no later than 5 working days after the date of delivery. The Client shall be able to claim

from the Contractor an immediately due and payable compensation of € 500,= excluding VAT for each day, or part thereof, with which the return is delayed.

- 6.6 The materials and/or goods will be packed in accordance with the legal (environmental) rules, taking into account the mode of transport and country of destination, as far as known to the contractor.
- 6.7 Packaging and marking must follow the packaging and marking instructions that are attached to the agreement. If no special packaging and marking instructions are enclosed with the relevant agreement, standard manufacturers packaging is required.
- 6.8 All packaging material used will pass into the ownership of the client upon delivery of the goods.
- 6.9 The Contractor is responsible for all costs caused by insufficient and/or damaged packaging.

7 Approval, consent

- 7.1 The approval or (implicit) consent granted by the Client to the Contractor with regard to any fact, as referred to in these terms and conditions, does not release the Contractor from its obligations under the agreement, nor will this entail a waiver of any right by the Client.
- 7.2 Subcontracting can only be taken over after written permission from the client.

8 Quality, warranty, inspection

- 8.1 The Contractor guarantees that the delivered goods comply with the agreement and that the goods meet the conditions that have been agreed, are free of shortcomings, are suitable for the purpose for which they are intended and meet the legal requirements and (other) government regulations as well as the requirements of the safety and quality standards used within the industry, all as they apply at the time of the conclusion and execution of the agreement.
- 8.2 If a model, sample or example has been shown or provided by the Contractor, the goods must be delivered in accordance with the model, sample or example shown or provided. The qualities and characteristics of the goods to be supplied cannot in principle differ from the model, sample or example.
- 8.3 Inspection, inspection and/or testing of the goods by the Client or persons or bodies designated by the Client can take place both prior to the execution of the agreement and during or after the execution of the agreement.
- 8.4 The costs of inspection, inspection and/or testing shall be borne by the Contractor.
- 8.5 If a total or partial rejection takes place during inspection, inspection and/or testing before, during or after the execution of the agreement, the Client will inform the Contractor in writing.
- 8.6 In the event of rejection of the goods during or after the execution of the agreement, the risks associated with the rejected goods remain with the Contractor, or these risks pass to the Contractor from the date of the date of the notification referred to in the previous paragraph.
- 8.7 If defects are found, this will be reported to the Contractor in writing. The Contractor is obliged, without reservation, to repair the defects found by the Client within 5 working days or to ensure proper replacement. The Client reserves the right to re-check the renewed, replacement or improved products.
- 8.8 As long as the defective goods/products have not been repaired or replaced by the Contractor, the Client is entitled to suspend payment for these goods in whole or in part and/or to claim full compensation. In urgent cases and in addition, if, after consultation with the Contractor, it must reasonably be assumed that the Contractor cannot or will not take care of repair or

replacement, not on time or not properly, the Client has the right to carry out repair or replacement on behalf of the Contractor itself or to have it carried out by third parties.

- 8.9 If the goods, regardless of the results of any inspection, inspection and/or testing, do not appear to comply with the provisions of paragraph 1 of this article, all rights of the Client remain unaffected.

9 Approval of the contractors' documents and drawings (basis)

- 9.1 The contractor shall submit to the client all documents and drawings as required by the technical specifications and the AGREEMENT or other documents relevant thereto prior to the commencement of the manufacture or procurement of goods.
- 9.2 The client gives his approval by approving the document/drawing for which approval will be submitted by the customer with a signature on each document. The documents and drawings are returned to the contractor within two weeks of receipt.
- 9.3 In the event of a conflict between the technical specifications and contractors' documents and drawings is observed or the client wishes to make comments, the client shall mark this by recording such comments or reactions to the documents and drawings and returning them to the contractor. In such a case, the contractor will revise the parts and again the same for the client's review.
- 9.4 The client will not unreasonably withhold their approval of documents and drawings.
- 9.5 The approval of documents shall be independent of client, shall be fully responsible of the contractor for the design, manufacture, safety and performance of the goods to comply with the technical specifications, as well as those applicable practices, rules and regulations, and no such approval by client shall relieve any effects of the contractor's warranties given under or in connection with the AGREEMENT or contractor from its responsibility and obligations under the AGREEMENT as to the accuracy and adequacy of such documents and drawings.

10 Operation, maintenance and assembly instructions

- 10.1 The operation, maintenance and assembly instructions provide complete information about the operation, maintenance and assembly of the delivered goods.
- 10.2 One copy of the operation, maintenance and assembly instructions of each part of the goods will be suitable, weatherproof protected and packed with the goods under separate cover.
- 10.3 The agreement shall specify the number of copies of the instructions to be submitted and the time of submission. The instructions include:
 - Operation, installation, maintenance and assembly instructions including instructions for assembly of the units on site.
 - Brochures of goods offering description, including but not limited to manufacturing, typing, specification, technical characteristics, weight, cranes requirement, dimension and installation erection requirement etc.
- 10.4 These instructions are complete and will include but are not limited to:
 - general drawings with the main dimensions;
 - cross-sectional drawing with the list of parts;

- parts list;
- installing and connecting instructions;
- commissioning instructions;
- maintenance instructions;
- lubricant scheme and lubricants with supplier and code;
- laying instructions;
- special tool requirements.

11 Expedite/inspect and test

11.1 The Contractor shall include this clause in all AGREEMENT (sub-) suppliers that are related by the Contractor to the Client AGREEMENT

11.2 General
Within the timeframe', the contractor will issue to the client, in accordance with the technical specifications, a complete inspection schedule and plan.

11.3 accelerate
The Contractor will be fully liable for the expedition of the entire agreement including sub-orders in order to achieve the specified delivery date.

11.4 Inspection and testing during manufacture and before shipment

Contractor shall ensure all checks and testing of the goods, containing all materials, equipment, supplies and items purchased by the contractor from other sources for use in the manufacture of the goods, are possible as necessary to ensure that the goods will meet the specifications. The Client shall have the right to inspect and test or inspect any third party or parties or to test any part of the goods or any material thereof.

Client, its customers and representatives entitled to inspect the goods or attend any tests to be carried out on the goods or parts thereof during their production in the contractor's workshop or in that of its subcontractors.

Client and designated third party or parties shall have access to any part of the contractor's plant(s) involved in the manufacture or processing of the goods under the AGREEMENT. The contractor shall send the client at least seven calendar days prior to the date when inspection and/or testing will take place.

The client's or third-party inspectors shall have the right to express their opinion in the event that they find that the goods have a defect and/or do not meet the specifications set out in the agreement, and the contractor shall pay full attention to these opinions and take the necessary measures to remove the defect of the goods at its own expense. After the elimination of the defect, the contractor will carry out the test and inspection again. The expenses thus incurred shall be borne by the contractor.

The Contractor shall make available to the client inspectors free of charge working facilities such as drawings of the necessary technical documentation, testing of instruments, equipment and of assistance, etc.

Any refusal of the goods by the client, or their representatives shall be final, but the inspection or failure to inspect shall in no way relieve contractor of its warranties and guarantees with respect to the materials, equipment, workmanship and performance or any of its other obligations under the AGREEMENT

11.5 Progress control

At the request of the client, contractor suppliers and subcontractors shall provide access to their documentation relating to the progress of the client AGREEMENT and shall provide and do all necessary assistance. The Contractor guarantees the Client free access to the production sites. The Contractor shall apply this clause in all AGREEMENT to (sub-) suppliers that are related by the Contractor to the Client AGREEMENT

12 Replacement of materials

12.1 The contractor will not replace materials for these detailed technical specifications or otherwise deviate from the AGREEMENT without the written approval of the client. Approval by the client of the drawings, samples or other representations shall not constitute acceptance of any deviations from the specifications, unless the contractor has the same as deviations by a separate written notice when submitting such drawings, samples or other representations for approval of the client.

12.2 The client will refer to these communications where necessary. If no report has been made, the client will not accept any deviations.

12.3 If desired by the client, the contractor shall provide sufficient evidence of the type and quality of materials used in the goods.

13 Warranty

Contractor's guarantees:

- that the materials, goods and/or services will be of good quality, new, free from any defects, in accordance with the regulations of the AGREEMENT, produced to the highest standards of engineering and production and fit for purpose.
- that the materials, goods and/or services are complied with as a minimum the legal regulations and governmental policies of the country of production and that the materials, goods and/or services or their use do not pose any dangers to the health or safety of persons and/or property.

13.1 The guarantee implies - without limitation of the client's right to compensation for costs, damage and interest (excluding loss of profit, which is only due by the contractor in case of wilful misconduct or gross negligence) - that all defects that occur during the warranty period, except those caused by normal wear and tear, will be corrected immediately free of charge after the first announcement by the contractor in full.

13.2 The Contractor's warranty remains in force until the end of twelve months from the date on which the materials, goods and/or services or the installation of which they are part are inserted or 24 months after delivery and acceptance, first occurs.

13.3 In the event that the contractor does not end the materials, goods and/or services within 14 days of receipt of the client's notice, the client shall be free of charge, without prejudice to the continuation of the contractor's warranty obligations, to have said that defects have been corrected at the expense of the contractor, unless the client and contractor agree otherwise within the aforementioned fourteen-

day period.

13.4 If the safety of persons and property or other urgent circumstances so require, the client shall be entitled to repairs made at the expense of the contractor before the contractor has reported. Notification will then be given as soon as possible.

13.5 A new 12-month warranty applies to repaired or replaced materials, goods and/or services or parts thereof.

14 **Compensation and infringement of patents/third party rights Industrial and intellectual property**

14.1 The Contractor guarantees the Client the right to free use and removal of the materials, goods and/or services provided. The Contractor indemnifies the Client from and indemnifies the Client against claims from third parties, from any infringement or alleged infringement of patent rights and/or other rights of third parties.

14.2 The Contractor is liable for all costs including legal costs incurred by the Client and caused by infringement or alleged infringement of patent rights and/or other rights of third parties.

14.3 Unless otherwise agreed in writing, the Client retains or acquires from ownership, the copyrights, as well as all other intellectual or industrial property rights in respect of all goods, services developed and/or delivered pursuant to the agreement, including designs, sketches, images, drawings, models, software and quotations, as well as preparatory material thereof. These goods, services and documents remain or become the property of the Client and may not be copied, shown to third parties or used in any other way without its express permission and under penalty of forfeiture of a fine to the Client of € 5,000, = for each violation. The Contractor is obliged to return these items to the Client at the first request of the Client, under penalty of a fine of € 500, = per day.

14.4 The Contractor guarantees that the use, including resale, of the goods delivered by it or of the tools purchased or manufactured by it for the benefit of the Client will not infringe patent rights, trademark rights, design rights, copyrights or other rights of third parties.

14.5 The Contractor shall also indemnify the Client against claims arising from any infringement of the rights referred to in the previous paragraph and shall compensate the Client for all damage resulting from any infringement.

15 **Termination / Cancellation**

15.1 Standard for contractor
Termination of the AGREEMENT by the Client shall oblige the Contractor in terms of reimbursement to the Client immediately all money paid (if any) and to pay all costs and damages caused by the Contractor's fault in fulfilling any of its obligations (with the exception of loss of profits, which is only due by the Contractor in the event of wilful misconduct or gross negligence).

15.2 The Client may cancel the order in whole or in part at any time by giving written notice to the Contractor. In such case, Principal shall make payment to the Contractor for expenses prior to such termination being determined in accordance with recognized accounting principles along with reasonable compensation for overhead and profit

on work has been performed.

15.3 The Contractor shall cease all activities, including the activities of its (sub-) suppliers, within one day after the written termination of the client's notices related to the client AGREEMENT. Also the contractor and its (sub-) suppliers will take all necessary measures for the proper storage of goods and partially finished products that relate to client AGREEMENT and those in the possession of the contractor.

15.4 The Client and the Contractor may terminate the agreement in the interim for important reasons. The Contractor is then obliged to limit the damage to the Client as a result of termination, if and insofar as this may reasonably be expected of him in the given circumstances, taking into account, among other things, the recovery for the associated costs and the ground for termination.

15.5 If the Contractor fails to fulfil the agreement concluded between the parties by failing to fulfil one or more of its obligations under the agreement or other agreements arising therefrom, not on time or properly, as well as in the event of bankruptcy or suspension of payment and in the event of shutdown, liquidation, dissolution, strike or takeover or any comparable situation of the Contractor's company, it is in default by operation of law and the Client has the right to unilaterally dissolve the agreement in whole or in part without notice of default and without judicial intervention by means of a written notification to the Contractor. In that case, the Client is also entitled to suspend its payment obligations and/or to assign the execution of the agreement in whole or in part to third parties, without the Client being obliged to pay any compensation, without prejudice to any further rights accruing to the Client, including the Client's right to full compensation.

15.6 All claims that the Client may have or obtain against the Contractor in these cases shall be due and payable immediately and in full without discount or set-off.

15.7 In the event that the Contractor is declared bankrupt, the Client is also entitled to request the liquidator to declare within a reasonable period of time whether he is willing to honour the agreement, under security for the correct performance of the agreement. If the liquidator does not declare within the reasonable period that he is prepared to honour the agreement, the liquidator, for his part, can no longer claim compliance with the agreement. In the event of suspension of payments to the Contractor, the provisions of this paragraph shall apply mutatis mutandis, on the understanding that "the liquidator" shall read "Contractor and administrator".

16 **Force majeure**

16.1 Force majeure: an event or circumstance beyond the control of a party that such party cannot reasonably have performed against prior to entering into the agreement, which have occurred, such party could not reasonably have avoided or overcome, and which is not substantially attributable to the other party, making it impossible or illegal to enter, in accordance with the AGREEMENT

16.2 Force majeure may include, but is limited to, the following events or circumstances, as long as all of the following conditions are met:

- Nature (action of the forces of nature such as

- fire, earthquakes, floods, explosions);
- war, hostilities (whether war is declared or not), invasion, law of foreign enemies, mobilization, procurement proposals or embargo;
- insurrection, revolution, or military or usurped power, or civil war;
- riot, commotion, disorder, strike or lock-out by persons other than the contractors personnel and other employees of the contractor, subcontractors, suppliers and all other parties are related to the contractor.

16.3 Unforeseen problems in manufacture such as strikes, lockouts, difficulties in obtaining the deliveries (unless force majeure), shortage of labour by the contractor or his subcontractors are not considered force majeure.

16.4 The performance of the agreement will be postponed as long as the effect of the force majeure continues.

16.5 Should a situation of force majeure exceed one hundred (100) days, the parties directly concerned will meet with the po box to discuss any changes to the agreement, which are in accordance with the special circumstances.

17 Confidentiality / decency rights

17.1 The Contractor shall not disclose to third parties in advance without the written consent of the Client or use for the benefit of third parties, the know-how and data of the Client who have knowledge in connection with the execution of the Agreement.

17.2 Drawings, specifications, manuals, certain software etc., or made available by client produced by contractor at client's request, shall remain or become the property of client and may be used by client at its sole discretion. The Contractor shall not copy such documents without prior written permission from the Client.

17.3 The Contractor shall ensure that the Client documents and drawings are provided for any errors and/or inconsistencies, which will be reported immediately to the Client.

17.4 In the context of the execution of the agreement, the Contractor guarantees confidentiality towards third parties of all (company) information and data originating from the Client who has come to its knowledge in any way.

17.5 Within the framework of the agreement, the Contractor shall take all possible precautions to protect the interests of the Client or customers of the Client.

17.6 The Contractor is not permitted, without the prior written consent of the Client, to give any form of publicity to the execution of the agreement and to maintain related direct or indirect contact with customers of the Client, or customers of the Contractor.

17.7 In the event of a violation of a prohibition, command or guarantee described in this article, the Contractor will forfeit on behalf of the Client an immediately recoverable fine of € 15,000 for each violation as well as € 1,000, = for each day that the Contractor is in violation, without prejudice to the other claims accruing to the Client, including the right to full compensation.

17.8 The obligation of confidentiality also remains in force after the end of the agreement.

18 Publicity

18.1 The Contractor is not entitled to refer to the AGREEMENT or goods when publishing or

advertising in magazines, papers, proceedings, business letters, brochures or similar publications without the prior written consent of the Client. The Contractor will not take photos or videos of the goods without prior written permission.

18.2 In the context of the execution of the agreement, the Contractor guarantees confidentiality towards third parties of all (company) information and data originating from the Client who has come to its knowledge in any way. Within the framework of the agreement, the Contractor shall take all possible precautions to protect the interests of the Client or customers of the Client.

18.3 The Contractor is not permitted, without the prior written consent of the Client, to give any form of publicity to the execution of the agreement and to maintain related direct or indirect contact with customers of the Client, or customers of the Contractor.

18.4 In the event of a violation of a prohibition, command or guarantee described in this article, the Contractor will forfeit on behalf of the Client an immediately recoverable fine of € 15,000 for each violation as well as € 1,000, = for each day that the Contractor is in violation, without prejudice to the other claims accruing to the Client, including the right to full compensation.

18.5 The obligation of confidentiality also remains in force after the end of the agreement.

19 Applicable law

19.1 The agreement and all agreements resulting from it are governed by Dutch law, even if the execution takes place elsewhere.

20 Transfer and substitution

20.1 The Contractor shall transfer the rights and obligations arising from the agreement, in whole or in part, to third parties without the prior written consent of the Client.

20.2 With regard to the performance of his obligations under the agreement, the Contractor is not entitled to substitute another, in whole or in part, for him without the prior written consent of the Client.

20.3 In the event that the Client grants permission for the provisions of the first and second paragraphs of this article, he has the right to attach conditions to the consent.

20.4 In urgent cases and in addition, if, after consultation with the Contractor, it must reasonably be assumed that the Contractor cannot or will not fulfil its obligations under the agreement, not on time or not properly, the Client is entitled to require that the Contractor outsources the execution of the agreement at its expense and risk, in whole or in part, to third party(s) to be designated by the Client. This does not relieve the Contractor of its obligations under the agreement.

21 Liability

21.1 The Contractor will be imputably short towards the Client if the goods do not meet the qualifications and guarantees as described in Article 8, as well as if the Contractor acts in the execution of the assignment in a manner that a good, equipped with normal professional knowledge and carefully acting Contractor could and should have avoided and after he has been given written notice of default by the Client to repair the shortcoming - if possible - within a reasonable period of time.

21.2 The Contractor is liable for all damage suffered by the Client or by third parties as a result of acts or omissions of the Contractor; of his staff or of those involved by him in the execution of the agreement,

unless the damage is the result of force majeure.

- 21.3 The Contractor indemnifies the Client against claims from third parties, including compensation for damage on the basis of liability as referred to in the previous two paragraphs of this article and will, at the first request of the Client, reach a settlement with those third parties, or defend itself in court, instead of or jointly with the Client - all this at the discretion of the Client - against claims as referred to above.
- 21.4 For the purposes of this article, personnel and employees of the Client shall also be regarded as third parties.
- 21.5 The Contractor shall adequately insure itself against the liability referred to in this article and, if desired, grant the Client access to the insurance policy concluded for this purpose.