



# General Terms and Conditions of Sale

**GENERAL TERMS AND CONDITIONS OF SALE APPLICABLE TO ALL OFFERS BY ORGA B.V. OF SCHIEDAM, THE NETHERLANDS, HEREINAFTER: "ORGA", FOR THE MANUFACTURING, SALE, DELIVERY, OR ASSEMBLY OF ANY GOODS AND / OR FOR THE SUPPLY OF INSTALLATION, REVISION, REPAIR, OR OTHER SERVICES BY ORGA.**

## CONTENT:

1. GENERAL
2. OFFERS, ORDERS, AND AGREEMENTS
3. DRAWINGS, QUOTES, DOCUMENTS
4. PRICE
5. DELIVERY TIME AND DELIVERY
6. OBLIGATIONS OF BUYER
7. RISK AND TRANSFER OF OWNERSHIP
8. FORCE MAJEURE
9. ACCEPTANCE, INSPECTION
10. WARRANTY
11. LIABILITY AND INDEMNIFICATION
12. EXPORT REGULATIONS
13. PAYMENT AND SECURITY
14. INTELLECTUAL PROPERTY
15. TERMINATION
16. DISPUTES AND APPLICABLE LAW
17. MISCELLANEOUS

### 1. GENERAL

1.1 All offers from ORGA to the other party (hereinafter: the "Buyer") for the manufacturing, sale, delivery and / or assembly of any goods and / or for the supply of installation, revision, repair, or other services by ORGA (hereinafter: "Offers" and "Goods" and "Services" respectively) and all dealings, communications and agreements with ORGA (hereinafter jointly: "Agreements") are subject to these General Terms and Conditions of Sale (hereinafter: "Terms"). The annexes to these Terms ("Annexes") form an integral part of these Terms. ORGA and the Buyer are hereinafter also individually referred to as: "Party", and jointly as: "Parties".

1.2 These Terms supersede all prior negotiations, representations, and/or agreements, either written or oral, between ORGA and the Buyer.

1.3 The applicability of any (general) terms and conditions of the Buyer is hereby expressly excluded.

1.4 Provisions which deviate from these Terms can be invoked by the Buyer only if and to the extent that these provisions have been accepted by ORGA in writing.

1.5 If, for any reason whatsoever, any part of these Terms is invalid, the remainder of the same shall remain in force and the Parties will, in mutual consultation, provide a regulation in substitution for the invalid stipulation, the purport of which shall be maintained to the maximum extent possible.

1.6 Insofar as these terms and conditions are also drawn up in a language other than English, in the event of any conflict the English text shall always prevail.

1.7 These Terms express and describe Dutch legal concepts in the English language and not in their original Dutch terms. All words, terms and expressions used herein shall be construed and interpreted in accordance with Dutch law only. In certain cases and in order to define the term used in the English language, the Dutch legal concept is mentioned in the text between brackets in italics. The use of these or similar terms in any other jurisdiction shall be disregarded.

1.8 ORGA reserves the right to unilaterally change these general terms and conditions in its sole discretion. Such changes shall take effect if and when these have been notified in writing and/or via e-mail to the Buyer. If the Buyer does not wish to accept such change in these Terms, it must inform ORGA of its non-acceptance within fourteen (14) calendar days of receipt of the notice and terminate the Agreement ("opzeggen"), failing which the changes in these Terms and conditions so notified shall take effect.

### 2. OFFERS, ORDERS AND AGREEMENTS

2.1 All Offers are nonbinding ("*vrijblijvend*"), unless explicitly agreed otherwise in writing.

2.2 All orders and all acceptances of Offers by the Buyer, including verbal orders or acceptances of Offers, are irrevocable.

2.3 ORGA shall only be bound when it has accepted an order in writing or has begun implementation. Moreover, ORGA is only bound as accepted in writing. Verbal commitments or agreements by or with its personnel do not bind ORGA except and insofar as ORGA confirms these in writing.

2.4 Amendments in Agreements shall be subject to these Terms as if they were separate Agreements.

### 3. DRAWINGS, QUOTES, DOCUMENTS

3.1 All information recorded in catalogues, brochures, price lists and the like shall only be binding for ORGA if and insofar as explicitly agreed in writing. ORGA does not guarantee the accuracy, the completeness, or currency of such information and the Buyer cannot derive any rights from catalogues and other pre-printed or electronic information and/or errors in such.

3.2 All drawings, designs, models, etcetera, which are supplied in connection with the Goods delivered by ORGA and the intellectual and industrial property rights with respect thereto shall remain the exclusive property of ORGA, its (direct or indirect) licensor, or any third party title owner, which company shall also be regarded as the maker and designer.

### 4. PRICE

4.1 Unless expressly indicated or agreed otherwise in writing, the prices quoted by or agreed with ORGA shall be net prices, therefore exclusive of VAT and / or similar taxes and exclusive of any possible import or export levies and duties, and are based on delivery Incoterms® 2020 Free Carrier (FCA), ORGA's premises Schiedam, The Netherlands. They shall furthermore not include costs of packing, loading, transport, unloading, insurance, installation, assembly and/or other Services.

4.2 If no prices are quoted or otherwise agreed upon in writing for packing and loading, ORGA shall be entitled to charge the Buyer the actual costs and/or the rates normally applied by ORGA. The same applies to prices for transport, unloading, unpacking, insurance, if arranged by ORGA in accordance with clause 7.2 of these Terms, and for prices for installation, assembly or other Services.

4.3 Prices set or agreed to by ORGA are based on the cost price at the time of the Offer or acceptance of an order by ORGA. If the cost price increases thereafter, ORGA is entitled to charge the Buyer a corresponding price increase, unless explicitly agreed otherwise in writing ("*fixed price*").

4.4 ORGA warrants that at the time of delivery Products are compliant with applicable national and/or international rules and regulations as specified in Orga's Offer.

4.5 If, after the Agreement has been concluded, the Buyer desires amendments or additions to the Agreement, ORGA shall in its sole discretion decide whether or not to accept those requests for amendment. Where ORGA decides to accept those, ORGA shall be entitled to charge any additional costs and ORGA shall also be entitled to set a new delivery time. Clause 2.4 applies to any Agreement thus amended.

### 5. DELIVERY TIME AND DELIVERY

5.1 The delivery time becomes effective after the conclusion of the Agreement, after ORGA has received all documents and data to be provided by the Buyer and after any agreed upon advance payments have been received by ORGA or a security for the benefit of ORGA has been provided.

5.2 In case the Agreement does not specify a delivery time, such delivery time shall be determined by ORGA at its discretion after consulting the Buyer. ORGA shall make every reasonable effort to effect performance at the said date, however, any delivery time specified or determined shall be an estimate only.

5.3 If ORGA expects that the delivery time agreed will be exceeded, it will inform the Buyer hereof as early as possible. A failure to make timely delivery shall not entitle the Buyer to additional or substitute compensation or to non-compliance by it of any of its own obligations arising from the Agreement. However, insofar as the failure to provide a timely delivery is the result of a circumstance which can be attributed to ORGA, the Buyer shall be entitled to terminate the Agreement in whole or in part ("*opzeggen*") by means of a written statement, if and insofar as after the abovementioned failure to deliver, ORGA still fails to deliver the Goods within a reasonable period for delivery agreed with the Buyer in writing. Termination as referred to above shall be the Buyer's sole remedy and ORGA shall have no liability whatsoever for any damages or losses incurred by the Buyer in reliance on any estimated delivery time.

5.4 Delivery time will be extended by the amount of time that the implementation of the Agreement is delayed due to Force Majeure in accordance with the provisions of clause 8.2 of these Terms. It shall also be extended by the time that the Buyer's fulfillment of any obligation that follows from these Terms is delayed, which is agreed to or could reasonably be expected by ORGA. Any additional costs arising from delay which is attributable to the Buyer, shall be borne by the Buyer.

5.5 Unless explicitly agreed upon otherwise in writing, delivery to Buyer will be made Incoterms® 2020 Free Carrier (FCA) Orga's premises, Schiedam, The Netherlands (hereinafter referred to as: "Delivery").

5.6 ORGA has the right to deliver in parts. Each partial delivery will be deemed an independent delivery with respect to the applicability of these Terms. ORGA shall be entitled to demand payment for each partial delivery before proceeding with any other. The Buyer's failure to comply with its duty to effect payment (or to do so on time) shall have the effect of suspending ORGA's duty to process and complete a delivery.

### 6. OBLIGATIONS OF BUYER

6.1 The Buyer shall, at no charge, provide ORGA timely with any information reasonably required in connection with the Agreement, such as - but not limited to - relevant technical documentation, logs, inspection reports, and import licences, and shall timely reply to any drawing submitted for approval (by either approving or disapproving such drawings, including remarks and/or proposed additions, changes, etc. where applicable). Delays, or changes, or alterations in the Agreement or the Services to be performed thereunder, as a result of 1) incorrect information from the Buyer, or 2) incorrect measurements supplied by the Buyer, or which are required by 3) changes in applicable (local) law that are being implemented after the Agreement has been concluded, are entirely for the Buyer's risk and account. Clause 4.5 of these Terms applies to such changes or alterations.

6.2 The Buyer shall provide all necessary and reasonable assistance to enable ORGA to timely obtain visas and any official entry, exit or work permits required in jurisdictions in which ORGA and its personnel, and / or ORGA's suppliers or subcontractors and their personnel, provide Services per an Agreement.

6.3 The Buyer hereby grants permission to ORGA and / or its legal representatives and / or its legal advisers to share any Agreement, including any (purchase) order(s) issued by Buyer, and / or other written Agreement(s) between ORGA and the Buyer either verbally, in hard copy or electronically, to administrative governmental bodies or other authorities, in so far as this is necessary or appropriate for the purpose of obtaining visas or other governmental approvals or licenses required for the lawful export of ORGA's Goods and / or the lawful presence of ORGA's personnel or ORGA's subcontractors on the project site, or for obtaining licenses, permits and authorizations under applicable (e.g. health and safety) laws and regulations.

6.4 The Buyer warrants that ORGA will be enabled to commence and effect the Services



to be performed in connection with the Agreement immediately upon arrival of the Goods and/or ORGA's personnel (and/or its subcontractors' personnel) at the location as agreed upon without interruption or hindrance. For this purpose, the Buyer shall, before the arrival of the Goods or such personnel as well as during the performance of the work including Services in connection with the Agreement, make all the arrangements necessary – whether or not expressly agreed upon – to ensure that the Services can commence at the agreed date and can be carried out without interruption or hindrance. Furthermore, the Buyer shall, at no charge, attend all such tests and/or trials as indicated by ORGA and shall provide ORGA with all assistance ORGA reasonably requires, such as but not limited to (skilled and (locally) qualified) personnel, the necessary devices, implements and auxiliary means.

6.5 The Buyer warrants that ORGA's personnel (and / or its subcontractors' personnel) are provided full access to the project site and that authorizations, entrance passes and documents required for entrance to the project site are available at the time of arrival of ORGA's personnel (and / or its subcontractors' personnel) at the project site.

6.6 The Buyer warrants that all documents and licenses required in connection with the import of the Goods shall be available at the time of arrival of the Goods in the country or state of destination.

6.7 Where the Buyer breaches any of its obligations set out in the Agreement or otherwise, it shall be in default without the need of a notice of default having to be sent and ORGA shall be entitled to, amongst others, an extension of the delivery time and/or time for performance of the Services and reimbursement of all costs and damages incurred.

## 7. RISK AND TRANSFER OF OWNERSHIP

7.1 The risk in the Goods sold by ORGA shall be for the Buyer as from the moment that the goods are considered as having been delivered as per clause 5.5.

7.2 Unless expressly agreed otherwise in writing dispatching or transport, unloading, unpacking, moving and handling of the Goods on the project site, as well as insurance of the Goods as from Delivery shall be for the expense and risk of the Buyer, even if ORGA arranges same.

7.3 All Goods sold by ORGA shall remain the property of ORGA until such time as the Buyer has paid in full all that is owed to ORGA in connection with the underlying Agreement and/or in connection with prior or subsequent Agreements of the same or similar nature, including damages, costs and interest ("*eigendomsvoorbehoud*"). The Buyer has no right of retention in respect of those Goods.

7.4 Buyer will execute any and all financial statements and other documents and instruments and will perform any and all other acts which ORGA may consider necessary, desirable, or appropriate to establish, perfect or protect ORGA's title. In addition, Buyer authorizes Orga and its agents and employees to execute any and all such documents and instruments and to perform any and all acts, at Buyer's expense, in Buyer's name and on its behalf to protect ORGA's title. Such documents and instruments may also be filed without the signature of Buyer to the extent permitted by applicable law. If ORGA, for any reason whatsoever, cannot rely on the retention of ownership, Buyer will execute any and all statements and documents, and perform any and all other acts, and provide all cooperation as is reasonably necessary to grant ORGA a first priority security interest in and lien upon all Goods owned by or under the possession and control of the Buyer and the proceeds thereof (including insurance proceeds), or to provide ORGA with equivalent rights under applicable law, and ORGA shall have all the rights available to a thus secured party under applicable law.

7.5 The industrial or intellectual property rights to or in connection with the delivered Goods shall remain with ORGA, its licensor(s), or any third party title owner(s) and shall never be transferred to the Buyer.

## 8. FORCE MAJEURE

8.1 ORGA shall be entitled to suspend or terminate any Agreement ("*opschorten*" and "*opzeggen*" respectively) and Orga will have no liability for any failure to deliver or perform, or for any delay in delivery or performing, any obligations, in whole or in part, temporarily or not, due to acts or omissions of the Buyer and / or its (sub-)contractors or due to Force Majeure. Force Majeure ("*overmacht*") means any event reasonably beyond Orga's control, including but not limited to forces of nature, governmental authorities' (non)performance of acts , embargoes, trade restrictions including but not limited to impediments arising out of Global Regulations as set forth in clause 12 hereunder, changes in travel conditions due to increased safety risk in accordance with the travel classification system of the Dutch Ministry of Foreign Affairs, fire, flood, explosion, riot, war, terrorist acts, rebellion, sabotage, site or building blockades, strikes, unavailability of fuel, power, energy telecommunication or transportation facilities, shortage of materials and/or equipment or inability to obtain (timely) delivery thereof, delayed delivery of goods or provision of services ordered by ORGA from third parties, accidents and interruptions of business operations, etc.

8.2 In the event of Force Majeure on the part of ORGA, its obligations are suspended. If Force Majeure continues for a period of more than ninety (90) calendar days, both ORGA and the Buyer are authorised to terminate the non-feasible parts of the Agreement by a written declaration ("*opzeggen*"), without prejudice to the provisions of clause 15. Where ORGA has already executed part of an Agreement, the Buyer shall pay for any Goods that have been delivered as well as for any Services already performed prior to the termination date.

## 9. ACCEPTANCE, INSPECTION

9.1 The Buyer shall be bound to lend its cooperation, without delay, to any inspection or test agreed. If the Buyer fails to lend its cooperation to an inspection or testing in a timely manner or at the time agreed, the Goods shall be deemed to have been accepted at the time that inspection, testing or acceptance could have been expected or desired by ORGA.

9.2 The Buyer is obligated to take discharge and acceptance at the moment that the Goods delivered are ready for transport or ready to be dispatched.

9.3 With respect to the Buyer, ORGA has a right to compensation for damage and costs which are the result of the refusal to effect or the delay in the inspection, testing or acceptance of the Goods.

9.4 Before Goods can be rejected in connection with defects found during inspection or testing, ORGA shall be given the opportunity to repair such defects. If the Buyer makes no use of a possibility for inspection or testing, then the Goods shall be deemed to have been accepted.

## 10. WARRANTY

10.1 ORGA Goods are warranted in accordance with the terms and conditions as set forth in the ORGA Warranty Policy (Annex A to these Terms, also available on: <https://orga.nl/terms-and-conditions/>, ("*Orga Warranty*"). **UNLESS EXPLICITLY AGREED OTHERWISE IN WRITING, THE ORGA WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, CONDITIONS OR TERMS OF WHATEVER NATURE RELATING TO THE GOODS PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT UPON THIRD PARTIES' INTELLECTUAL PROPERTY RIGHTS WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. EXCEPT AS OTHERWISE PROVIDED BY LAW, BUYER'S EXCLUSIVE REMEDY AND ORGA'S AGGREGATE LIABILITY FOR BREACH OF ANY WARRANTIES ARE LIMITED TO REPAIRING OR REPLACING THE GOODS AND WILL IN ALL CASES BE LIMITED TO THE AMOUNT PAID BY THE BUYER UNDER THE AGREEMENT.**

## 11. LIABILITY AND INDEMNIFICATION

**11.1 ORGA'S AGGREGATE LIABILITY, WHETHER IN CONTRACT, TORT OR ON ANY OTHER GROUND OR LEGAL THEORY, HOWSOEVER AND WHATEVER THE CAUSE THEREOF, SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY BUYER UNDER THE AGREEMENT OUT OF WHICH THE CLAIM HAS ARISEN. ORGA WILL HAVE NO LIABILITY FOR LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY, LOSS OF REPUTATION, LIQUIDATED, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES. THE LIMITATION OF LIABILITY AS SET FORTH ABOVE SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE LIMITATION OF LIABILITY AS SET FORTH ABOVE SHALL NOT APPLY IN CASE OF INTENT ("*OPZET*") OR WILFUL RECKLESSNESS ("*BEWUSTE ROEKeloosHEID*") OF ORGA.**

**11.2 TO THE EXTENT AN AGREEMENT PROVIDES A SPECIFIED REMEDY FOR A DEFAULT OR BREACH, THE GIVEN REMEDY WILL BE ORGA'S SOLE LIABILITY AND THE BUYER'S SOLE AND EXCLUSIVE REMEDY FOR THE DEFAULT OR BREACH TO THE EXCLUSION OF ANY AND ALL OTHER REMEDIES THAT MAY BE AVAILABLE AT LAW, IN EQUITY, OR OTHERWISE. THE TERMS OF THIS CLAUSE 11 SURVIVE EXPIRY OR TERMINATION OF THE AGREEMENT AND PREVAIL OVER ALL OTHER PROVISIONS CONTAINED IN THE AGREEMENT.**

**11.3 ALL CLAIMS AGAINST ORGA, SHALL LAPSE TWELVE (12) MONTHS AFTER THE FACTS AND CIRCUMSTANCES UPON WHICH THE CLAIM IS BASED HAVE BECOME OR REASONABLY SHOULD HAVE BECOME KNOWN TO THE BUYER UNLESS THE RIGHT TO CLAIM HAS ELAPSED AT AN EARLIER DATE IN ACCORDANCE WITH APPLICABLE STATUTORY LAW ("*VERJARINGSTERMIJN*").**

**11.4 CONDITIONS WHICH LIMIT, EXCLUDE OR ESTABLISH LIABILITY, WHICH CAN BE INVOKED AGAINST ORGA BY SUPPLIERS OR SUBCONTRACTORS OF ORGA IN CONNECTION WITH THE GOODS DELIVERED, CAN ALSO BE INVOKED BY ORGA AGAINST THE BUYER.**

**11.5 THE BUYER SHALL INDEMNIFY AND HOLD ORGA ITS EMPLOYEES AND ITS (SUB-)CONTRACTORS AND (SUB-)SUPPLIERS HARMLESS FROM AND AGAINST ANY CLAIM BY THIRD PARTIES DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO ORGA'S PERFORMANCE OF THE AGREEMENT.**

## 12. COMPLIANCE WITH EXPORT REGULATIONS

12.1 ORGA's goods, including Goods and any software, documentation, and any related technical data included with, or contained in, or utilized by such goods or deliverables, may be subject to (re-)export control regulations of The Netherlands, of the European Union, of the United States of America and of the United Nations (hereinafter jointly and severally the "Global Regulations") and Buyer shall comply with all such applicable laws and Global Regulations. In particular, the Buyer will not, and will not permit any third parties to, directly or indirectly, export, re-export or release any Goods to any jurisdiction or country to which, or any party to whom, the export, re-export or release of any goods is prohibited by such Global Regulations. The Buyer will be responsible for any breach of this clause 12. Buyer agrees, to the extent legally possible, to indemnify ORGA and its personnel and to reimburse ORGA and its personnel for any losses, liabilities, damages, and expenses that ORGA and/or its personnel may have incurred as a result of any such breach.

12.2 ORGA shall not be liable for non-performance of (part of) its obligations under an Agreement if such non-performance is caused by an impediment arising out of the Global Regulations. The terms and provisions of clause 8 apply mutatis mutandis to such non-performance.

## 13. PAYMENT AND SECURITY

13.1 Unless expressly agreed otherwise in writing, payment shall be made within thirty (30) calendar days after the invoice date. ORGA, however, shall at all times have the right to demand full or partial payment in advance and/or otherwise obtain adequate



security for payment by means of an unconditional, irrevocable on first demand bank guarantee. Refusal by the Buyer to provide the required security gives ORGA the right to suspend its obligations and ultimately, without any notice of default or legal intervention, the right to terminate ("ontbinden" ex article 6: 265 of the Dutch Civil Code ) the Agreement for cause wholly or partially, without prejudice to ORGA's right to compensation for any costs, losses and / or damages suffered by it.

13.2 In the event of payments by bank transfer, the Buyer must at all times mention the respective invoice numbers. Payments by bank transfer which are not (completely) specified in this manner are first applied against the oldest invoices as well as against the interest due in relation thereto.

13.3 The moment of payment shall be the moment at which the amount due has been fully and irrevocably credited to the account of ORGA. Costs with respect to payment shall be for Buyer's account.

13.4 The Buyer shall not be entitled to withhold or suspend payment or to deduct or set-off amounts charged by and between the Parties under an Agreement or otherwise.

13.5 If the Buyer fails to timely pay any amount due in the manner described above, it shall be in default ("verzuim") without prior notice of default being required. Upon Buyer's default all other claims from ORGA on the Buyer shall become immediately and fully due, and Buyer shall be deemed in default also in respect to these other claims with immediate effect and without notice of default being required. As from the first calendar day the Buyer is in default, overdue payment interest at two percent (2%) per month shall be due for any part of a month during which the default continues.

13.6 All judicial and extrajudicial costs incurred by ORGA as a result of Buyer's failure to timely meet its payment obligations, shall be for the Buyer's account. The extrajudicial costs are deemed to amount to at least fifteen percent (15%) of the outstanding amount.

#### 14. INTELLECTUAL PROPERTY

14.1 All intellectual property rights and know-how arising from the Agreement and all drawings, models, descriptions, information, documents, reports, computer programs, databanks, data and deliverables and other items made, to be delivered, designed, produced or made available under the Agreement, including all copy rights, moral rights, related rights, patents, semiconductor rights, trademarks, service marks, rights in designs, database rights, rights in undisclosed and confidential information (such as knowhow, trade secrets, inventions whether patentable or not) and other similar proprietary rights, whether registered or non-registered or capable of registration, all applications and rights to apply therefore and all renewals, extensions and revivals thereof, wherever in the world any such rights exist or will come into existence, shall be and/or remain exclusively owned by ORGA or ORGA's licensor, and may not be copied or otherwise reproduced without ORGA's or ORGA's licensor's prior written approval and, except where explicitly agreed otherwise in an Agreement, nothing shall be deemed to constitute a transfer of such intellectual property rights and know how.

14.2 Unless otherwise specified in an Agreement, and subject to the terms and provisions of clauses 7.3 and 7.4, the Buyer shall have full ownership rights to fully paid deliverables developed by ORGA as part of the work, and the Buyer shall be granted a royalty-free, worldwide license to make use of such deliverables however strictly limited to the purposes for which those are intended.

#### 15. TERMINATION

15.1 In the event the Buyer fails to perform one or more of its obligations under an Agreement, or fails to do so in a timely or proper manner, or upon the commencement of any voluntary or involuntary proceedings in bankruptcy or insolvency by or against Buyer, or if Buyer is declared bankrupt, requests (temporary) suspension of payments, proceeds into liquidation, or if its capital is seized in whole or in part, ORGA shall, without any liability for any compensation whatsoever, be entitled to suspend the implementation of any Agreement or to terminate any Agreement ("opzeggen") in whole or in part by means of a written statement without prior notice of default or legal intervention, at ORGA's discretion and always without prejudice to any other rights or remedies ORGA may have including ORGA's rights to full compensation of costs, losses, damages and interest incurred by ORGA as a result thereof. Termination as referred to in this clause 15.1 does not discharge the Buyer from its obligations to pay for all Goods delivered and / or Services performed prior to the effective date of such termination.

15.2 The Buyer shall be entitled to terminate the Agreement ("opzeggen") only in the events described in clauses 5.3 and 8.2 of these Terms and in such cases only after payment of all amounts owed to ORGA and due on the moment of termination. The Buyer waives its rights to terminate ("opzeggen") and/or to terminate an Agreement for cause ("ontbinden") or to have the same terminated with or without cause, either in whole or in part, on any (other) ground whatsoever.

15.3 As far as legally possible, ORGA and the Buyer waive their right to annul ("vernietigen wegens wilsgebrek" ex articles 3:44 and 6:228 of the Dutch Civil Code) the Agreement or to have the same annulled, either in whole or in part.

#### 16. DISPUTES AND APPLICABLE LAW

16.1 Any dispute, controversy, or claim arising out of or related to an Agreement or any dealings between Parties ("Agreement Actions") shall be submitted and finally settled by the competent court in Rotterdam, unless ORGA exercises its rights under clause 16.2 hereafter.

16.2 At the sole option of ORGA, any Agreement Actions may on a case-by-case basis be submitted to and determined and settled exclusively under the rules of arbitration (as in force of the commencement of the arbitration) by the International Chamber of Commerce ("ICC") by one or more arbitrator(s) appointed in accordance with said rules (such arbitrators collectively: the "Arbitral Tribunal"). The place of arbitration will be Rotterdam, the Netherlands. The arbitral procedure shall be conducted in the English

language. Any award granted by the Arbitral Tribunal shall be final, binding, and enforceable against the Parties; both Parties unequivocally agree to execute - while making their utmost effort - any additional acts necessary for legal enforcement of such award, including but not limited to certification of the award in either Party's jurisdiction.

16.3 All Agreements and Agreements Actions between ORGA and the Buyer are subject to Dutch law. The United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (CISG), if applicable, is expressly excluded, as well as any future international regulation concerning the purchase of moveable property of which Parties can make use.

#### 17. MISCELLANEOUS

17.1 All clauses of this Agreement that by their nature, content or effect are intended to continue after the termination or expiration of this Agreement remain fully in force after such termination or expiration.

17.2 Time is of the essence in the performance of the Parties' duties under these Terms.

17.3 ORGA's failure to insist, in any one or more instances, upon Buyer's performance of these Terms, or to exercise any rights conferred, will not constitute a waiver or relinquishment of any such right, or right to insist upon Buyer's performance in any other regard.

17.4 In the event of any conflicts or inconsistencies between the terms and conditions of these Terms and the terms and conditions of an Annex hereto, the terms and conditions of the Terms shall prevail.

17.5 Headings of clauses are for reference only, and will not limit or restrict the interpretation or construction of these Terms. In these Terms, the singular shall include the plural, and the masculine shall include the feminine and neuter, and vice versa.

17.6 Each Party to an Agreement represents, agrees, and warrants that it will perform all acts and execute and deliver all other documents that may be necessary or appropriate to carry out the intent and purposes of an Agreement and these Terms.



## Warranty Policy

**THE FOLLOWING IS THE STANDARD LIMITED WARRANTY ("WARRANTY") FOR ORGA SYSTEMS AND PRODUCTS ("PRODUCTS") SUPPLIED BY ORGA B.V., SCHIEDAM, THE NETHERLANDS, HEREINAFTER: "ORGA" TO ITS CUSTOMER ("BUYER"). THIS WARRANTY APPLIES UNLESS A DIFFERENT WARRANTY HAS BEEN SPECIFICALLY AGREED TO IN WRITING AND SIGNED BY A DULY AUTHORISED REPRESENTATIVE OF ORGA.**

### LIMITED WARRANTY

(a) ORGA warrants, subject to the following limitations, that at the time of delivery to Buyer, its Products will conform to applicable ORGA drawings and Product specifications and will be free from defects in workmanship and material. If applicable, ORGA warrants that at the time of delivery Products are compliant to applicable national and/or international rules and regulation as specified in Orga's Offer. However, unauthorised maintenance or repair could invalidate compliance with such rules and regulations.

(b) The Products are not in conformity as meant under (a) in the case of a defect in workmanship or material becoming apparent under normal authorised use consistent with ORGA Product instructions and specifications. Normal wear and tear (including but not limited to lamp failure) or problems with electrical power, relatively minor anomalies which are customary and/or technically unavoidable, or the need for periodic maintenance shall not constitute non-conformity.

These warranties shall be available to the initial Buyer, and may be transferable to its successors and assigns.

The duration of these warranties shall be as follows:

Twelve (12) months after commissioning with a maximum of 18 months from the day upon which Orga has notified the Buyer that the Products are ready for transportation from Orga's facilities in accordance with Incoterms® as agreed upon in the purchase order or agreement for the sale and supply of the Products.

(c) All Products repaired or replaced hereunder shall be warranted only for the unexpired portion of the original warranty period. If ORGA is of the opinion that the complaint about the defect is justified, ORGA will, in its sole discretion, either repair at its premises, or replace any faulty Product returned to it, within the warranty period at its cost, however excluding shipping costs and the costs of repair and/or replacement (including travel and lodging costs, meals, etc.) outside ORGA's premises against ORGA's applicable service rates. Repaired or replaced Products will be delivered Incoterms® 2020 FCA, Schiedam, The Netherlands.. The transportation costs and the risk of loss or damage to all (parts of the) Products in transit (either to or from ORGA) shall be borne by Buyer.

(d) The integrity and reliability of ORGA Products are dependent on the use of ORGA parts and components. To ensure the optimum performance and reliability of ORGA Product, it is strongly advised that only components and modules manufactured by ORGA be used. No other parts may be used without prior written permission from ORGA.

Any right under this warranty shall lapse ("vervalen") if the Product has been exposed or subjected to:

1. Any maintenance or lack of maintenance, repair, installation, handling, transportation, storage, operation, treatment, failure to observe the instructions for use or use which is improper, excessive or otherwise is not in compliance with ORGA's instructions;
2. Any direct intervention, alteration, modification, transformation or repair by anyone other than ORGA or those specifically authorised in writing by ORGA, without prior written permission from ORGA;
3. Any accident, contamination, foreign object damage, abuse, misuse, neglect, negligence or any other circumstances after delivery to Buyer; or
4. Any damage induced by failure of an ORGA supplied Product not under warranty or by any product not supplied by ORGA.

ORGA shall not be responsible for Buyer's or any third party's product, product information, or memory data contained in, sorted on, or integrated with any Product returned to ORGA, whether under warranty or not. Buyer is responsible for backing up its programs and data to protect against loss or corruption.

ORGA shall not be responsible for any costs related to the removal or re-installation of (any part of) the Product from or into any (on or offshore) installation, plant, vessel, etc. ORGA will not be responsible nor liable for any costs related to any set up of (any part of) the Product, any adjustment of user controls, or any programming required for a specific installation of (any part of) the Product.

(e) Repair or redelivery as meant in the previous paragraphs shall in principle be done only within the EU..

With respect to noticeable defects, the Buyer must submit a claim in writing within three (3) working days after delivery, failing which any claim on ORGA will lapse.

Claims with respect to other defects must be made in writing within ten (14) calendar days after their appearance, failing which any claim on ORGA will lapse.

In respect of products or parts of products which ORGA received from third parties, the warranty obligations granted by ORGA to the Buyer shall never exceed in nature nor in duration the warranty obligations granted by those third parties to ORGA.

**(F) THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED. NO EXTENSION OR EXPANSION OF THIS WARRANTY SHALL BE BINDING UPON ORGA UNLESS SET FORTH IN WRITING AND SIGNED BY ORGA'S DULY AUTHORISED REPRESENTATIVE. EXCEPT AS OTHERWISE PROVIDED BY LAW, BUYER'S EXCLUSIVE REMEDY AND ORGA'S AGGREGATE LIABILITY FOR BREACH OF ANY OF THE FOREGOING WARRANTIES ARE LIMITED TO REPAIRING OR REPLACING THE PRODUCTS AND WILL IN ALL CASES BE LIMITED TO THE AMOUNT PAID BY THE BUYER PURSUANT TO A PURCHASE AGREEMENT.**

**(g) ORGA'S AGGREGATE LIABILITY, WHETHER IN CONTRACT, TORT OR ON ANY OTHER GROUND OR LEGAL THEORY, HOWSOEVER AND WHATEVER THE CAUSE THEREOF, SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY BUYER PURSUANT TO A PURCHASE AGREEMENT OUT OF WHICH THE CLAIM HAS ARISEN. ORGA WILL HAVE NO LIABILITY FOR LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY, LOSS OF REPUTATION, LIQUIDATED, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES. THE LIMITATION OF LIABILITY AS SET FORTH ABOVE SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE LIMITATION OF LIABILITY AS SET FORTH ABOVE SHALL NOT APPLY IN CASE OF INTENT ("OPZET") OR WILFUL RECKLESSNESS ("BEWUSTE ROEKELOOSHEID") OF ORGA.**

(h) This warranty is subject to Dutch law. The United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980, if applicable, does not apply, nor does any future international regulation concerning the purchase of moveable property of which parties can make use.

(i) All disputes regarding this warranty ("Warranty Actions") shall be submitted and finally settled by the competent court in Rotterdam, The Netherlands unless ORGA exercises its rights under clause (j) hereafter.

(j) At the sole option of ORGA, any Warranty Actions may on a case-by-case basis be submitted to and determined and settled exclusively under the rules of arbitration (as in force of the commencement of the arbitration) by the International Chamber of Commerce ("ICC") by one or more arbitrator(s) appointed in accordance with said rules (such arbitrators collectively: the "Arbitral Tribunal"). The place of arbitration will be Rotterdam, The Netherlands. The arbitral procedure shall be conducted in the English language. Any award granted by the Arbitral Tribunal shall be final, binding, and enforceable against Orga and the Buyer; both Orga and the Buyer unequivocally agree to execute - while making their utmost effort - any additional acts necessary for legal enforcement of such award, including but not limited to certification of the award in either party's jurisdiction.

(k) This warranty expresses and describes Dutch legal concepts in the English language and not in their original Dutch terms. Consequently, all words, terms and expressions used herein shall be construed and interpreted in accordance with Dutch law only. In certain cases, and in order to define the term used in the English language, the Dutch legal concept is mentioned in the text between brackets in italics. The use of these or similar terms in any other jurisdiction than The Netherlands shall be disregarded.

(l) ORGA reserves the right to modify its standard limited warranty policy at any time, in its sole discretion.

## Terms and Conditions of Service

**TERMS & CONDITIONS OF SERVICE APPLICABLE TO ALL OFFERS AND ACTIVITIES BY ORGA B.V. OF SCHIEDAM, THE NETHERLANDS, HEREINAFTER: "ORGA", FOR THE SUPPLY OF SERVICES RELATING TO EQUIPMENT SOLD, SUPPLIED, COMMISSIONED AND / OR MAINTAINED BY ORGA ("Services").**

### CONTENT:

1. GENERAL
2. SERVICES
3. STANDARD RATES
4. RATES PER HOUR
5. TRAVEL COSTS
6. ADDITIONAL CHARGES
7. COUNTRIES WITH A SIGNIFICANTLY INCREASED SAFETY RISK
8. WORKING & RESTING HOURS
9. WORKING CONDITIONS
10. WORK VISA & LICENSES

#### 1. GENERAL

- 1.1 All Offers from ORGA to the customer for the supply of Services ("Customer") and all relevant Agreements are subject to ORGA's General Terms and Conditions of Sale available at: <https://orga.nl/terms-and-conditions/> ("General Terms") and these terms ("Service Terms"). These Service Terms are an Annex to the General Terms and form an integral part thereof.
- 1.2 Terms as used in these Service Terms have the same meaning as defined in the General Terms unless explicitly indicated otherwise in these Service Terms.
- 1.3 These Service Terms express and describe Dutch legal concepts in the English language and not in their original Dutch terms. Consequently, all words, terms and expressions used herein shall be construed and interpreted in accordance with Dutch law only. In certain cases, and in order to define the term used in the English language, the Dutch legal concept is mentioned in the text between brackets in italics. The use or meaning of these or similar terms in any other jurisdiction than The Netherlands shall be disregarded.

#### 2. SERVICES

- 2.1 ORGA supplies Services to equipment and installations sold and supplied by ORGA only.
- 2.2 All orders and all acceptances of Offers by the Customer, including verbal orders or acceptances of Offers, are irrevocable.
- 2.3 ORGA shall only be bound when it has accepted an order in writing or has begun implementation thereof. Moreover, ORGA is only bound as accepted in writing. Verbal commitments or agreements by or with its personnel do not bind ORGA except and insofar as ORGA confirms these in writing.

#### 3. STANDARD RATES

- 3.1 Service engineers for offshore related Services can be hired exclusively for a full day (12 hours). This means that a minimum of twelve (12) hours per day will be charged to the Customer.
- 3.2 Service engineers for onshore related Services can be booked per hour as described in clause 1.3 of the ORGA Standard Service Rates, providing that the ORGA engineer is free to leave the premises on which the Services are performed after completing his work.
- 3.3 Notwithstanding any provision to the contrary, no federal, national, regional, or local taxes have been included in the ORGA Standard Service Rates. Withholding taxes, VAT, dues, duties, levies, compulsory local insurances or contributions, costs of local registrations, permits and approvals and the like, if applicable, shall be for the account of the Customer and shall be fully reimbursed to ORGA by the Customer within thirty (30) calendar days upon ORGA's invoice thereto.

#### 4. RATES PER HOUR

- 4.1 All hours worked exceeding a standard day of twelve (12) hours will be charged per hour in full as "overtime rates" in accordance with clauses 2.1 and 2.2 of the ORGA Standard Service Rates.
- 4.2 Weekend rates include hours worked on Saturdays and Sundays.
- 4.3 Weekend rates, weekend overtime rates, Public Holiday rates and Public Holiday overtime rates are set forth in clauses 1.2 & 2.2 of the ORGA Standard Service Rates. "Public Holiday" means any day which is a public holiday in the Netherlands.

#### 5. TRAVEL COSTS

- 5.1 Transport and travel costs of personnel from ORGA's headquarters in Schiedam, The Netherlands to a local Dutch airport or any other location by car will be charged in accordance with the rates as described in clause 1.3 of the ORGA Standard Service Rates. No additional travel costs will be charged for transport and travel costs in the Netherlands.
- 5.2 Flights to the requested location will be arranged by ORGA and charged to the Customer in accordance with clause 3.1 of the ORGA Standard Service Rates.

#### 6. ADDITIONAL CHARGES

- 6.1 Prices for additional charges are set forth in clause 3 of the ORGA Standard Service Rates.
- 6.2 Costs charged to the Customer (as mentioned in clauses 6.3 to 6.5 below) for travel and wait hours will be in accordance with clause 1.3 of the ORGA Standard Service Rates.
- 6.3 (Local) wait-, stand by- and travel times will be charged to the Customer as actual work hours.
- 6.4 In case of a delay in flight departure or arrival time(s), wait and travel hours will be charged to the Customer.

#### 7. COUNTRIES WITH A SIGNIFICANTLY INCREASED SAFETY RISK

- 7.1 ORGA follows the travel classification advice of the Dutch Ministry of Foreign Affairs ("Travel Classification"), in order to eliminate unacceptable risks for the safety of its employees including its subcontractors. ORGA reserves the right 1) to refuse or (temporarily) suspend, or terminate ("opzeggen") any Service related requests or Agreement, in whole or in part, including any planned performance and/or projects in progress, or 2) to adjust the service rates accordingly, when such is, in ORGA's sole discretion, appropriate pursuant to the Travel Classification. The terms and provisions of clause 8 of the General Terms (Force Majeure) apply integrally to any such suspension or termination.

#### 8. HOURS OF WORK AND PERIODS OF REST

- 8.1 ORGA employees including its subcontractors work in accordance with the provisions of the Dutch Working Hours Act ["Arbeidstijdenwet"] relating to hours of work and periods of rest; ORGA employees including its subcontractors however shall abide by the restrictions of any locally applicable rules and regulations where the Services are performed.

#### 9. WORKING CONDITIONS

- 9.1 The Customer is responsible for a clean working environment and safe working conditions in general.
- 9.2 To protect the safety of its employees including its subcontractors, ORGA complies with the Dutch laws and regulations regarding working conditions and health and safety ["Arbeidsomstandighedenwet, Arbobesluit, Arboregeling"]. ORGA crew however shall abide by the restrictions of any locally applicable rules and regulations where the Services are performed.
- 9.3 ORGA reserves the right to refuse or (temporarily) suspend, or terminate ("opzeggen") any Service related requests or Agreement, in whole or in part, including any planned performance and/or projects in progress, when such is, in ORGA's sole discretion necessary to avoid unacceptable risks for the safety and / or health of its employees including its subcontractors. The terms and provisions of clause 8 of the General Terms (Force Majeure) apply integrally to any such suspension or termination.

#### 10. WORK VISAS & LICENSES

- 10.1 The Customer shall provide all necessary and reasonable assistance and information to enable ORGA to timely obtain visas and any official entry, exit, or work permits, and any registrations and / or authorizations required in the jurisdiction in which ORGA employees and / or subcontractors provide the Services.
- 10.2 The Customer hereby grants permission to ORGA and / or its legal representatives and / or its legal advisers to share the Agreement including the (purchase) order(s) issued by the Customer and / or other written Agreement(s) between ORGA and the Customer either verbally, in hard copy or electronically, to administrative governmental bodies or other authorities, in so far as this is necessary or appropriate for the purpose of obtaining visas or other governmental approvals or licenses required for the lawful presence of ORGA's employees and / or subcontractors on a local project site, or for obtaining licenses, permits and authorizations under applicable (e.g. health and safety) laws and regulations.
- 10.3 The Customer warrants that ORGA will be enabled to commence and effect the Services to be performed in connection with the Agreement immediately upon arrival of ORGA's employees including its subcontractors at the location as agreed upon without interruption or hindrance. For this purpose, the Customer shall, before the arrival of such personnel as well as during the performance of the work in connection with the Agreement, make all the arrangements necessary - whether or not expressly agreed upon - to ensure that the work can commence at the agreed date and can be carried out without interruption or hindrance. Furthermore, the Customer shall, at no charge, attend all such tests and / or trials as indicated by ORGA and shall provide ORGA with all assistance ORGA reasonably requires, such as but not limited to (skilled and (locally) qualified) personnel, the necessary devices, implements and auxiliary means.