

CONDITIONS OF SALE

BRINK CLIMATE SYSTEMS B.V.

Conditions of sale of the private limited company Brink Climate Systems B.V. established at Staphorst

Article 1 applicability

- 1.1 These general conditions apply to all requests, offers and agreements in which Brink Climate Systems B.V. or one of more subsidiaries and/or affiliated companies of Brink Climate Systems B.V. (referred to below as "Brink"), acts or act as a seller of items or provider of services.
- 1.2 These conditions can only be deviated from in writing.
- 1.3 General conditions, by any name, of Brink's other party (referred to below as "other party") do not apply.

Article 2 offers

- 2.1 Brink's offers are of free of engagement. They are 30 days firm, unless stated differently.
- 2.2 All information listed at Brink's website, catalogues and other documents, such as prices, dimensions, colours and specifications, are free of engagement and subject to change, unless they are expressly referred to in the agreement.
- 2.3 If the other party does not accept an offer from Brink, that party must immediately return the offer and all connected documents to Brink.
- 2.4 Brink has the right to charge the costs involved in (preparing) an offer to the other party, provided that Brink has informed the other party about that in writing in advance.

Article 3 agreements

- 3.1 If the other party places a written in order with reference to an irrevocable offer by Brink, the agreement is concluded at the moment Brink receives the order that does not deviate from the offer.
- 3.2 If a written order from the other party is not preceded by an offer by Brink, or if an order follows an offer free of engagement by Brink, the agreement is concluded at the moment that either, Brink sends the written confirmation of order or, Brink starts performance of the agreement.
- 3.3 Commitments by and arrangements with Brink's subordinates, if and in so far as these do not possess representative authority, are not binding upon Brink until and in so far as they have been confirmed in writing by Brink.

- 3.4 If and in so far the procedure as referred to in paragraphs 1 and 2 of this article takes place through EDI (Electronic Data Interchange) or fax, the EDI and fax messages are considered equivalent to written documents. The other party accepts that Brink communicates with the other party and with third parties through digital means.

Article 4 prices

- 4.1 Prices are in Euro, exclusive of VAT and based on the delivery conditions described in article 5.2.
- 4.2 If after conclusion of the agreement, but prior to delivery, one or more price-determining factors such as purchase prices, materials or parts prices, wages, levies, taxes, rates of exchange etc., should arise, Brink has the right to adapt the prices accordingly.
- 4.3 Brink will notify the other party as soon as possible in writing about the adapted prices in accordance with paragraph 2 of this article.
- 4.4 If the price increase is more than 10% of the original price, the other party has the right to dissolve the agreement in writing within 7 days after receipt of said notification, unless this should be evidently unreasonable in view of the circumstances. Dissolution on the basis of this paragraph does not give either party right to any compensation for losses.

Article 5 delivery

- 5.1 The delivery conditions will be interpreted in accordance with the "Incoterms", edition 2010, published by the International Chamber of Commerce in Paris.
- 5.2 Delivery is "Ex Works" from Brink's company premises, unless agreed differently in writing.
- 5.3 In no event will agreed delivery periods be considered firm dates.
- 5.4 Brink will do everything reasonably possible to realise delivery within the agreed delivery period. As soon as Brink is aware of facts and/or circumstances that will make delivery within the agreed delivery period impossible, Brink informs the other party about that as soon as possible, stating the expected new delivery period.

- 5.5 If the hindrance to the performance described in the previous paragraph continues for longer than 3 months after the originally agreed delivery period, parties have the right to dissolve the agreement by registered letter or by telefax without parties being mutually liable for any compensation for loss or damage.
- 5.6 If, for the performance of the agreement, Brink requires information and/or documents from the other party and/or third parties, or certain formalities have to be fulfilled, the delivery period only starts at the moment all information and/or documents are in the possession Brink and/or all formalities have been fulfilled.
- 5.7 Brink has the right to make partial deliveries. If the items are delivered in portions, Brink has the right to send separate invoices for every part.
- 5.8 If the other party does not take delivery of the items at the agreed moment, the risk regarding the items is transferred from Brink to the other party at the moment the other party is in default and Brink will store and insure the items during a reasonable period, all this for the account and risk of the other party.

Article 6 retention of title

- 6.1 Title to the items is only transferred from Brink to the other party after the other party has paid the purchase price and all that the other party owes to Brink under any purchase agreement as well as under a claim for failure in the performance of any such agreement.
- 6.2 If the law in the country of destination of the purchased items offers more extensive possibilities with regard to retention of title than referred to in paragraph 1 of this article, it shall apply between parties that these more extensive possibilities will be considered to have been stipulated on behalf of Brink, to the extent that if it cannot be objectively determined to which more extensive rules this provision refers, the above provisions of paragraph 1 of this article shall remain in force.
- 6.3 It is not permitted for the other party to alienate, to encumber, or to create any rights less than ownership with regard to items delivered to the other party by Brink under retention of title, or to dispose of those in any other way in violation of the retention of title, other than in the framework of regular business operations. In the event of the other party's bankruptcy or suspension of payment, the provision of the previous sentence applies accordingly in the framework of regular business operations.
- 6.4 If the other party imputably fails in the performance of its obligations pursuant to the agreement, the other party is legally in default and - without prejudice to the provisions of article 14 (Dissolution) - Brink has the right to take back

all items under retention of title without further notice of default. The other party will give Brink the opportunity to do so and allow Brink free access to the site or sites where the items are located.

Article 7 payment

- 7.1 At Brink's discretion, payment will take place cash on delivery or within 30 days after invoice date.
- 7.2 Payments made by the other party shall first be set off against costs and interest due, and subsequently against payable invoices that have been outstanding for the longest period, even if the other party states that the payment refers to a more recent invoice.
- 7.3 In the event of overdue payment, the other party will legally be in default without any further notice of default being required and the other party shall pay the legal interest as referred to in section 6:119a Dutch Civil Code) increased by 2% over the amount due for the duration of the default.
- 7.4 All judicial and extrajudicial costs incurred by Brink for the recovery of its claim(s) against the other party, are fully for the account of the other party. The extrajudicial costs amount to at least 10% of the outstanding invoice amount.
- 7.5 Brink has the right in cases to be determined by Brink for security of the performance of the other party's obligations under the agreement:
- to only supply items cash on delivery;
 - to require full or partial payment in advance;
 - to demand that the other party has an irrevocable and unconditional bank guarantee issued by a credit institution acceptable to Brink.
- 7.6 The costs incurred in connection with the provisions of paragraph 5 of this article are for the account of the other party.
- 7.7 It is not permitted for the other party to set off claims it has on Brink against claims Brink has on the other party.

Article 8 means

- 8.1 The estimates, catalogues, images, drawings, specifications and other documents made available by Brink to the other party, as well as all models, moulds, dies, punches, tools and other means Brink uses for the performance of the agreement, including the means Brink purchases or produces specially for the delivery to the other party, will at all times remain Brink's property.
- 8.2 The other party undertakes, for its own account, with regard to documents and means made available to it as referred to in paragraph 1 of this article:
- to mark those as recognisable property of Brink;
 - to keep them in proper condition;

- to ensure them against all risk as long as the other party holds those means;
 - to return them and make them available to Brink at the first request.
- 8.3 Without Brink's prior written permission it is not permitted for the other party to multiply, copy, disclose or make available to third parties said documents and means, or to use them or have them used in any other way for the benefit of third parties or to hand them over to third parties for security or otherwise.

Article 9 assignment of rights and obligations

Brink has the right to wholly or partly contract out its obligations for the performance of the agreement to third parties.

Article 10 industrial intellectual property

- 10.1 If the other party has prescribed a certain design, material type or method, the other party shall safeguard Brink from third-party rights to such a design, material type or method and indemnify any losses Brink and/ or third parties might suffer as a consequence.
- 10.2 Brink reserves all intellectual and industrial property rights with regard to supplied items - also if those have been developed in cooperation with the other party - and with regard to the documents and tools described in article 8.1. Unless agreed differently in writing, Brink holds the intellectual and industrial property rights with regard to the supplied items. That applies accordingly to designs, semifinished products, packaging materials, labels, drawings, models, patterns, templates and know-how.
- 10.3 On Brink's first request the other party shall without charge render its cooperation in all legal and other acts and formalities required to established and/or enforce the property rights referred to in the previous paragraph on behalf of Brink. In addition, on Brink's first request the other party shall without charge render all cooperation with regard to measures to be taken against third parties for enforcing and defending the rights referred to in the previous paragraph.

Article 11 confidentiality

- 11.1 The other party guarantees confidentiality towards third parties with regard to all corporate information received from Brink that has been disclosed to it in any way.
- 11.2 Items created on the basis of joint developments between Brink and the other party cannot be used for third-party purposes without the previous written permission from Brink.

Article 12 warranty

- 12.1 Unless agreed differently in writing, Brink warrants that supplied items or parts thereof are free of defects directly resulting from material, manufacturing and/or design faults during a limited period of time as follows:
- 2 years from the date of installation for all parts of the product, except for filters, if any, for which no warranty is given;
 - 5 years from the date of installation for the heat exchanger, if included in the product, with the exception of enthalpy heat exchangers, for which the warranty period of 2 years applies.
- 12.2 Due to different technical regulations and requirements for each country the warranty provided by Brink is only valid if the product is installed in the country in which it first has been purchased.
- 12.3 In deviation of the provision of paragraph 1 of this article, the warranty for items Brink has acquired from third parties or that have been developed and/or manufactured by third parties, remains limited to the warranty granted to Brink by such third parties.
- 12.4 Brink will only consider a warranty claim if it has been submitted in writing to Brink within 14 days after the fault has been discovered or should reasonably have been discovered.
- 12.5 All warranty claims lapse in case:
- without Brink's previous permission the other party itself has modified or repaired the supplied items or has had third parties modify or repair them;
 - of inexpert use and/or use for other purposes than the original, regular purpose;
 - the assembly instructions or user manual have not strictly been observed;
 - other parts than the original - and supplied - Brink parts have been used on assembly;
 - the defect is the consequences of other causes than material, manufacturing and/or structural faults;
 - delivery of used (2nd-hand) materials, parts or items has been agreed;

- the other party imputably fails in the performance of obligations under the agreement;
- the other party has supplied or prescribed designs, materials and methods;
- there has been no, incorrect or insufficient maintenance;
- the defect is the result of regular wear and tear.

- 12.6 Minor deviations in dimensions, colour, weight or number are no ground for a warranty claim.
- 12.7 Brink is in no event liable for costs of repairs to the supplied items that the other party has carried out or has had third parties carry out without Brink's prior permission.
- 12.8 Pursuant to its warranty obligations Brink is only obliged, in its sole discretion, to repair or replace items or parts for its account if the product is installed in the country in which it first has been purchased. Brink reserves the right to charge the other party for additional expenses, including hotel and travelling expenses, wages and costs of shipment and disassembly and assembly.
- 12.9 If for the performance of the warranty obligations Brink resupplies items or parts thereof, the replaced items become the property of Brink at the moment of replacement.
- 12.10 Return shipments are only accepted after previous written permission from Brink. Return shipments take place for the other party's account and risk.

Article 13 liability

- 13.1 Defects in supplied items are exclusively covered by the warranty as described in Article 12 (Warranty).
- 13.2 Brink is exclusively liable for damage on the part of the other party and/or third parties if and in so far as the damage is the direct and immediate consequence of the incorrect performance of the agreement by Brink.
- 13.3 Towards the other party and/or third parties, Brink has no liability whatsoever with regard to consequential loss or damage, such as loss of profit, loss suffered including loss of production, costs of interruption or delays, penalties and other consequential loss or damage.
- 13.4 Brink's liability remains limited to the maximum amount for which Brink has ensured its liability.
- 13.5 If in any particular case Brink's insurance does not indemnify or if the loss or damage is not covered by the insurance, Brink's liability remains limited to the invoice amount of the agreement in question.
- 13.6 The other party safeguards Brink from third-party claims for damages for which Brink is not liable on the basis of the previous paragraphs of this article.
- 13.7 As soon as possible, the other party will notify Brink in writing about any claims for damages as described in this article.

13.8 Every right of action on the part of the other party towards Brink lapses one year after the items and/or the services have been supplied to the other party or made available to the other party in accordance with the agreement, unless within this term the other party has started a legal procedure against Brink.

13.9 The limitations of liability included in these general conditions do not apply if the loss or damage can be blamed to wilful acts or deliberate recklessness on the part of Brink or its senior subordinates.

Article 14 dissolution

- 14.1 In the event of imputable failure by the other party in the performance of its obligations under the agreement or any resulting agreements, as well as in the event of bankruptcy, suspension of payment and in the event of interruption, dissolution or takeover or any comparable condition of the other party's enterprise, Brink's claims will become immediately payable and the other party is legally in default. In such a case Brink has the right, without notice of default and without judicial intervention, to unilaterally wholly or partly dissolve the agreement and/or to suspend its obligations under the agreement, without Brink being liable for any damages and without prejudice to Brink's other rights, including the right to full damages.
- 14.2 If circumstances occur with regard to people and/or material used or normally used by Brink for the performance of the agreement that are of such nature that performance of the agreement becomes impossible or to such an extent inconvenient and/or disproportionately expensive that performance of the agreement can no longer reasonably be demanded, Brink has the right to dissolve the agreement.

Article 15 applicable law, disputes

- 15.1 This agreement and all agreements that may result from it are governed exclusively by Dutch law.
- 15.2 All disputes (including those only considered as such by one of the parties) that may arise between parties from this agreement or any resulting agreement will, if the Court is cognizant, in the first instance exclusively be heard by the Court of Zwolle, except in the event the Court's small claims division is cognizant. However, at all times Brink still has the right to submit the dispute to the Court cognizant under the law or the applicable international treaty.

| Article 16 final provisions

- 16.1 If and in so far as the agreement (also) includes carrying out installation and/or assembly works by Brink, the performance of those works is covered by the General Terms of Contracting Installing Companies (ALIB '92), with the exclusion of these general conditions.
- 16.2 These general conditions were originally drawn up in the Dutch language. In the event of ambiguity and/or differences in interpretation with a translated version of these conditions, the Dutch text will in all cases prevail.

EMBARGO RULES/Export Control

- (1) The recipient assures to observe and adhere all laws and regulations including sanctioning provisions of the EU, the USA as well as The Netherlands within the foreign trade law (export controls). The recipient further guarantees that he will oblige all customers that are supplied within this agreement to comply with the laws and regulations referred in the previous sentence.
- (2) The recipient assures that the commodities shall not be used for purposes that are prohibited by the regulations referred to paragraph 1 (e. g. military facilities).
- (3) The supplier is not obliged to supply the recipient with goods or technological services in case of the date of delivery falling under the marking of the European Foreign Trade Regulations or the US Export Administration Regulation or is subject to other trade restrictions.
- (4) The recipient guarantees that the Products, technical data and transfer of know-how are not exported/re-exported, neither direct nor indirect, into countries for which The Netherlands, EU and U.S. export control law and anti-terrorism provisions demand a permission, without the prior written permission of the competent authorities.
- (5) The recipient is also obliged to comply with all regulations of any trade restrictions applicable for these deliveries.
- (6) The recipient shall promptly inform the SUPPLIER about any contract relating export and import regulations applicable to the goods or technological services.
- (7) With project deliveries the recipient is obliged to confirm the use of the products per completing the certificate in Attachment 2 and to describe exactly where the commodities will be installed.
- (8) If the duration of the respective trade restrictions is longer than 6 months and according to that the supplier is not obliged to deliver, every party is authorized to terminate the contract in written form. The Supplier is authorized to invoice the already executed performances according to the contract prices and the production costs for the goods already produced.
- (9) If the trade restrictions end within 6 months the supplier is obliged to continue the fulfilment of the contract and to inform the recipient immediately.
- (10) The period of delivery is extended for the period of the duration of the respective trade restriction.
- (11) **No-Russia-Clause**
 1. The recipient shall not sell, export or re-export, directly or indirectly, to the Russian Federation and/or to Belarus, or for use in the Russian Federation and/or in Belarus, any goods, intellectual property rights or business secrets supplied under or in connection with this Agreement that fall under the scope of Article 12g and 12ga of Council Regulation (EU) No 833/2014 and Article 8g of Council Regulation (EU) No 765/2006.
 2. The recipient shall undertake its best efforts to ensure that the purpose of paragraph (11) 1. is not frustrated by any third parties further down the commercial chain, including by possible resellers.
 3. The recipient shall in particular under the scope of Art. 12 gb Section 3 of Council Regulation (EU) No 833/2014 set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible re-sellers, that would frustrate the purpose of paragraph (11) 1..
 4. Any violation of paragraphs (11) 1., 2. or 3. shall constitute a material breach of an essential element of this Agreement, and the supplier shall be entitled to seek appropriate remedies, including, but not limited to:
 - termination of this Agreement and
 - a penalty of 5 % of the total value of this Agreement or price of the goods exported, whichever is higher.
 5. The recipient shall immediately inform the supplier about any problems in applying paragraphs (11) 1., 2. or 3., including any relevant activities by third parties that could frustrate the purpose of paragraph (11) 1.. The recipient shall make available to the supplier information concerning compliance with the obligations under paragraph (11) 1., 2. and 3 within two weeks of the simple request of such information.

Version March 2025

Conditions of sale - 6/6



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