

GENERAL TERMS AND CONDITIONS

ARTICLE 1. DEFINITIONS

In these General Terms and Conditions, the following terms shall have the meanings set out below, unless expressly stated otherwise.

- a. Perspect Industrial Products: the user of these General Terms and Conditions, the private limited liability company Perspect Industrial Products B.V.
- b. Contracting Party: the legal entity or natural person acting in the course of a profession or business that enters into an Agreement with Perspect Industrial Products.
- c. Agreement: the agreement underlying the legal relationship between Perspect Industrial Products and the Contracting Party relating to inter alia, sale, rental, hire-purchase, leasing and similar arrangements.
- d. Equipment: the equipment made available and/or delivered by Perspect Industrial Products to the Contracting Party under the Agreement.

ARTICLE 2. GENERAL

1. These General Terms and Conditions apply to every Agreement between Perspect Industrial Products and the Contracting Party, unless expressly agreed otherwise in writing. If several entities and/or persons enter into obligations as Contracting Party, they shall be jointly and severally liable for the performance of the obligations owed to Perspect Industrial Products
2. These General Terms and Conditions also apply to all Agreements with Perspect Industrial Products in which third parties are involved, including employees, subcontractors and other persons engaged by either Perspect Industrial Products or the Contracting Party.
3. The applicability of any purchasing terms or other terms and conditions of the Contracting Party is expressly rejected.
4. These General Terms and Conditions comprise a general part (section 'General') which is applicable to all Agreements between Perspect Industrial Products and the Contracting Party. In addition, these General Terms and Conditions contain provisions applying solely to the rental, leasing and/or hire-purchase of Equipment (section 'Rental') and provisions applying to the sale of Equipment (section 'Sale').
5. If one or more provisions of these General Terms and Conditions are void or are annulled, the remaining provisions shall remain in full force and effect. Perspect Industrial Products and the Contracting Party shall then consult with each other in order to agree new provisions replacing the void or annulled provisions, taking into account, as far as possible, the purpose and intent of the original provision.

ARTICLE 3. OFFERS AND FORMATION OF AN AGREEMENT

1. Offers and quotations issued by Perspect Industrial Products are non-binding and valid for 30 days, unless stated otherwise. Perspect Industrial Products shall be bound by an offer or quotation only if and when acceptance thereof by the counterparty has been confirmed in writing by Perspect Industrial Products
2. The prices stated in offers and quotations issued by Perspect Industrial Products are exclusive of VAT and other government levies, and exclusive of any other costs to be incurred, including transport, shipping and administration costs, unless stated otherwise.
3. If the acceptance, whether or not on minor points, deviates from the offer contained in the quotation, Perspect Industrial Products shall not be bound by it. The Agreement shall be concluded in accordance with such deviating acceptance only if Perspect Industrial Products expressly confirms this.
4. A composite quotation does not oblige Perspect Industrial Products to supply part of the goods included in the offer or quotation for a corresponding proportion of the quoted price.
5. Offers and quotations do not automatically apply to future orders.

ARTICLE 4. TERMINATION

1. Perspect Industrial Products may suspend performance of its obligations or terminate the Agreement by unilateral written notice to the Contracting Party if:
 - a) the Contracting Party fails to perform its obligations under the Agreement, or fails to perform them in full;
 - b) after conclusion of the Agreement, circumstances come to the attention of Perspect Industrial Products that give good reason to fear that the Contracting Party will not perform its obligations, and the Contracting Party refuses to provide adequate security requested by Perspect Industrial Products in that connection;
 - c) the Contracting Party was requested, upon conclusion of the Agreement, to provide security for performance of its obligations under the Agreement and such security is not provided or is insufficient;
 - d) the Contracting Party applies for a suspension of payments or is declared bankrupt.
 - e) Furthermore, Perspect Industrial Products may terminate, or procure the termination of, the Agreement if circumstances arise of such a nature that performance of the Agreement is impossible or can no longer reasonably be required according to standards of reasonableness and fairness, or if

other circumstances arise of such a nature that continuation of the Agreement without amendment cannot reasonably be expected.

2. If the Agreement is terminated, all claims of Perspect Industrial Products against the Contracting Party shall become immediately due and payable without prior notice of default, including claims arising as a result of the termination. If Perspect Industrial Products suspends performance of its obligations, it shall retain its rights under the law and the Agreement.
3. Perspect Industrial Products shall at all times retain the right to claim compensation for all loss suffered as a result of the termination.

ARTICLE 5. LIABILITY

1. Perspect Industrial Products shall not be liable for loss or damage of any nature arising because it relied on incorrect and/or incomplete information provided by or on behalf of the Contracting Party.
2. Perspect Industrial Products shall not be liable for loss or damage of any nature caused by third parties who (a) were engaged by the Contracting Party or (b) were engaged at the Contracting Party's nomination.
3. Perspect Industrial Products shall be liable for loss or damage only (i) if such loss or damage is covered by its liability insurance, in which case liability shall be limited to the amount paid by its insurer plus the applicable excess, or (ii) in the event of wilful misconduct or gross negligence on the part of Perspect Industrial Products or any member of its management.
3. If (i) there is no wilful misconduct or gross negligence, or (ii) the insurer does not make any payment and Perspect Industrial Products is nevertheless liable, such liability shall be limited to direct loss only, liability for indirect loss being expressly excluded, up to a maximum of EUR 25,000, or the amount paid by a supplier of Perspect Industrial Products that is liable for such loss as compensation for that loss.
4. All rights of action and other rights, on whatever basis, which the Contracting Party may have against Perspect Industrial Products must be received in writing by Perspect Industrial Products within six months after the date on which the Contracting Party became aware, or could reasonably have become aware, of the relevant matter, failing which such rights shall lapse.
5. If the Contracting Party is held liable by third parties, the Contracting Party shall assist Perspect Industrial Products both out of court and in legal proceedings and shall immediately do everything that may reasonably be expected of it in that situation. If the Contracting Party fails to take adequate measures, Perspect Industrial Products may take such measures itself without prior notice of default. All costs and loss incurred by Perspect Industrial Products and third parties as a result shall be borne entirely by the Contracting Party at its expense and risk.
6. The Contracting Party shall indemnify Perspect Industrial Products against claims by third parties who suffer loss in connection with performance of the Agreement.

ARTICLE 6. FORCE MAJEURE

1. Perspect Industrial Products shall not be required to perform any obligation if it is prevented from doing so by a circumstance that is not attributable to fault and is not for its account by law, a legal act or generally accepted standards.
2. In these General Terms and Conditions, force majeure means, in addition to what is understood by that term under the law and case law, all external causes, whether foreseen or unforeseen, over which Perspect Industrial Products has no control.
3. Perspect Industrial Products shall also be entitled to invoke force majeure if the circumstance preventing further performance occurs after Perspect Industrial Products should have performed its obligations.
4. Perspect Industrial Products may suspend its obligations under the Agreement for the duration of the force majeure event. If that period lasts longer than two months, either party may terminate the Agreement without any obligation to compensate the other party for loss.
5. To the extent that, when the force majeure event occurs, Perspect Industrial Products has already partially performed, or will be able to perform, its obligations under the Agreement, and the part already performed or to be performed has independent value, Perspect Industrial Products may invoice that part separately. The Contracting Party shall pay such invoice as if it related to a separate agreement.

ARTICLE 7. PAYMENT AND COLLECTION COSTS

1. Payment shall be made within 14 days of the invoice date, without any suspension, deduction or set-off against any claim which the Contracting Party believes it has against Perspect Industrial Products
2. If the Contracting Party fails to pay within the 14-day period, the Contracting Party shall be in default by operation of law. The Contracting Party shall then owe interest at 1.5% per month, unless the statutory commercial interest rate is higher, in which case the statutory commercial interest rate shall apply. Interest on the amount due shall be calculated from the date on which the Contracting Party is in default until the date on which the amount is paid in full.
3. In the event of liquidation, bankruptcy, attachment or suspension of payments of the

Contracting Party, all claims of Perspect Industrial Products against the Contracting Party shall become immediately due and payable, including loss of income and additional costs incurred by Perspect Industrial Products

4. Perspect Industrial Products may apply payments made by the Contracting Party first towards costs, then towards accrued interest and finally towards the principal amount and current interest.

5. Perspect Industrial Products may, without thereby being in default, refuse an offer of payment if the Contracting Party specifies a different order of allocation.

6. Perspect Industrial Products may refuse full repayment of the principal amount if the accrued and current interest and the costs are not paid at the same time.

7. If the Contracting Party is in breach or in default in the timely performance of its obligations, all reasonable costs of obtaining payment out of court shall be borne by the Contracting Party. In any event, in the case of a monetary claim the Contracting Party shall owe extrajudicial collection costs. Such collection costs shall be calculated in accordance with the Dutch Act on the Standardisation of Extrajudicial Collection Costs (*Wet Normering buitengerechtelijke incassokosten*).

8. If Perspect Industrial Products has incurred other costs that were reasonably necessary, those costs shall also qualify for reimbursement. Any reasonable legal and enforcement costs incurred shall likewise be borne by the Contracting Party.

9. Perspect Industrial Products shall at all times be entitled to require the Contracting Party to provide security, in a form acceptable to Perspect Industrial Products, in particular by issuing an unconditional bank guarantee, for performance of the obligations arising from the Agreement.

ARTICLE 8. DISPUTES

1. The Rotterdam District Court shall have exclusive jurisdiction to hear disputes.

2. The Parties shall resort to the courts only after they have made every effort to settle the dispute amicably.

3. The Agreement shall be governed by Dutch law.

RENTAL

ARTICLE 9. SUBJECT MATTER OF THE AGREEMENT

1. Perspect Industrial Products undertakes to make the Equipment to be specified or already specified

available to the Contracting Party under the Agreement. The Contracting Party undertakes to accept such Equipment in accordance with the Agreement.

2. Perspect Industrial Products reserves the right to make available only Equipment that is available in its warehouse at the time of the Agreement.

Perspect Industrial Products shall endeavour to make the Equipment available to the Contracting Party at the appropriate time. Partial deliveries are permitted.

3. The Equipment shall be supplied unassembled. Perspect Industrial Products shall not be liable for any costs or loss incurred by the Contracting Party as a result of late delivery or partial deliveries by Perspect Industrial Products

ARTICLE 10. RATES

1. Perspect Industrial Products may adjust the agreed rate if, in its opinion, the cost price makes this necessary. A rate increase shall take effect two weeks after the increase has been notified to the Contracting Party in writing. The Contracting Party may terminate the Agreement if it does not agree to the increase.

2. Upon such termination, the Contracting Party shall immediately, at its own expense, return the Equipment to Perspect Industrial Products at its address in Dordrecht or at another location designated by Perspect Industrial Products

3. Perspect Industrial Products reserves the right to charge the Contracting Party an amount for packaging. Transport costs, assembly costs and VAT are likewise not included in the price.

ARTICLE 11. CONTRACT TERM

1. The term shall commence on the date stated in the Agreement, or earlier if the Equipment has already left the storage facility or warehouse of Perspect Industrial Products, and shall end on the date on which the Equipment is returned to that storage facility or warehouse.

2. The Contracting Party shall also owe the agreed payment during holidays, recognised public holidays, scheduled days off, work stoppages due to rain or frost, or strikes.

3. In the case of rental, the minimum rental period is four weeks. If the rented Equipment is returned within four weeks, four weeks shall be invoiced, unless a different minimum period or a different rate has been agreed in writing.

4. Perspect Industrial Products reserves the right not to renew or re-enter into the contract after expiry of the agreed term.

5. Delays occurring during loading, unloading and transport, as well as repair time, shall be regarded as normal contract time.

6. The Contracting Party shall reimburse Perspect Industrial Products for all costs, loss and interest resulting from early termination of the rental agreement, unless otherwise agreed in writing between the Parties or unless such termination is due to an attributable breach by Perspect Industrial Products. Such costs and loss shall also include the rental price plus VAT for the agreed remaining rental period, the costs of the agreed goods and services to be supplied by Perspect Industrial Products, the costs of re-rental, and all costs incurred or to be incurred in obtaining payment both in and out of court, including the costs of legal assistance.

ARTICLE 12. DELIVERY AND TRANSPORT

1. Upon delivery, the Contracting Party shall immediately check the Equipment for completeness against the enclosed packing slip. After checking completeness and before the delivery truck departs, the packing slip must be signed and the Contracting Party must record on it any shortages, failing which the Contracting Party shall lose the right to invoke any lack of completeness.

2. If the Contracting Party does not notify Perspect Industrial Products in writing of any defects in the Equipment within 5 days after receipt, the Equipment shall be deemed to have been accepted in good order.

3. Transport of the Equipment from the warehouse of Perspect Industrial Products to the Contracting Party's destination, including loading and unloading, shall be at the Contracting Party's expense and risk.

ARTICLE 13. USE

1. The Equipment may be used only for the purposes for which it is intended and must not be overloaded. The Contracting Party shall take proper care of the Equipment and ensure its proper operation, as well as the proper operation of any safety devices on or attached to the Equipment.

2. The Equipment may never be used in places where its use and/or presence entails any risk to the Equipment. The Contracting Party shall immediately notify Perspect Industrial Products in writing of any relocation of the Equipment. The Equipment may not be moved from the country of first delivery to another country without the prior written consent of Perspect Industrial Products

3. During the contract term, Perspect Industrial Products may inspect the condition of the Equipment and the manner in which it is being used. The Contracting Party hereby grants Perspect Industrial Products, or third parties designated by it, unconditional and irrevocable permission to access the Equipment.

ARTICLE 14. RETURN OF THE EQUIPMENT

1. At the end of the Agreement, the Contracting Party shall return the Equipment to Perspect Industrial Products clean and complete, unless otherwise provided in the Agreement. The return to Perspect Industrial Products must be accompanied by an itemised delivery note stating the counted number of goods returned. Before transport, the Contracting Party shall obtain information from Perspect Industrial Products regarding the opening hours of its storage facility or warehouse and the required place of return.

2. By way of exception to the general rule set out in Article 14.1, Perspect Industrial Products may arrange the return transport or carry it out itself. In that event, the Contracting Party must notify Perspect Industrial Products in writing that the Equipment is ready for return at least three working days before the end of the contract term. Transport from the Contracting Party to the warehouse of Perspect Industrial Products, including loading and unloading, shall be at the Contracting Party's expense and risk. If, for any reason, Perspect Industrial Products is unable to collect the Equipment on the agreed date, the Contracting Party shall keep the Equipment with due care and keep it insured.

3. The Contracting Party shall be entitled to be present when the Equipment is returned and during the subsequent inspection. Any costs relating to, among other things, missing items, cleaning, improper use or comparable matters, or the consequences thereof, that are necessary to restore the Equipment to the condition in which it was received by the Contracting Party shall be borne by the Contracting Party, even if such costs are incurred without prior notice to the Contracting Party.

4. After return to the warehouse of Perspect Industrial Products, the Equipment shall be inspected and counted. The inspection and count carried out at the warehouse of Perspect Industrial Products shall be regarded as the only correct inspection and count. The resulting findings and quantities shall be binding on the Contracting Party.

5. After part of the Equipment has been returned, the Agreement shall continue in respect of the remainder until the remaining Equipment has been received at the warehouse of Perspect Industrial Products

6. If more Equipment than required has been returned or handed over to Perspect Industrial Products, the Contracting Party may collect that Equipment from the warehouse of Perspect Industrial Products within two weeks after written notice from Perspect Industrial Products

7. If the Contracting Party, for whatever reason, remains in default in performing the obligation referred to in Article 14.1 after having been demanded to do so, Perspect Industrial Products may recover from the Contracting Party the resulting loss and costs, including replacement costs.

ARTICLE 15. RETENTION OF TITLE IN RENTAL

1. All Equipment made available by Perspect Industrial Products to the Contracting Party shall remain the property of Perspect Industrial Products, unless otherwise stated in the Agreement.
2. The Equipment may be used by the Contracting Party at the location stated to Perspect Industrial Products when the order is placed. The Equipment may also be rented out to third parties at that location. Any relocation of the Equipment requires the prior written consent of Perspect Industrial Products, with notification of the new location, for example via the website of Perspect Industrial Products. The Contracting Party may not dispose of, pledge or otherwise encumber the Equipment, or alter it in such a way that identification is made more difficult.
3. If third parties levy attachment on Equipment made available by Perspect Industrial Products or seek to establish or assert rights over it, the Contracting Party shall inform such third parties that the Equipment is not its property. The Contracting Party shall immediately notify Perspect Industrial Products and compensate Perspect Industrial Products for any loss suffered as a result of measures taken by third parties.
4. If Perspect Industrial Products wishes to exercise the ownership rights referred to in this Article, the Contracting Party hereby grants Perspect Industrial Products, or third parties designated by it, unconditional and irrevocable permission to enter all places where the Equipment and other property of Perspect Industrial Products are located and to repossess such items.

ARTICLE 16. WARRANTY

1. Perspect Industrial Products warrants that, upon delivery, the Equipment meets the customary requirements and standards that may reasonably be imposed on it.
2. Perspect Industrial Products does not warrant against a defect that has arisen as a result of improper or unauthorised use, or where the Contracting Party or third parties, without the written consent of Perspect Industrial Products, have made or attempted to make alterations to the Equipment or have used it for purposes for which it is not intended.
3. If the warranty provided by Perspect Industrial Products relates to Equipment manufactured by a third party, the warranty shall be limited to the warranty that the manufacturer of the Equipment honours vis-a-vis Perspect Industrial Products

ARTICLE 17. INSURANCE AND DAMAGE

1. The Contracting Party shall be liable for theft, loss, disappearance, damage, vandalism, burglary, fire, explosion damage, water damage, etc. affecting the Equipment. This shall apply from the time the Equipment leaves the warehouse until it returns to the warehouse of Perspect Industrial Products. The Contracting Party shall also be liable for damage caused to the Equipment.
2. The Equipment is not insured by Perspect Industrial Products. The Contracting Party shall insure and keep insured the risks referred to in the preceding paragraph and shall, on first request, provide Perspect Industrial Products with the insurance policy or policies for inspection. Perspect Industrial Products shall be named as beneficiary. In addition, the Contracting Party hereby assigns its claim against its insurer to Perspect Industrial Products.
3. Loss or damage arising from the circumstances referred to in Article 17.1 must be reimbursed by the Contracting Party to Perspect Industrial Products. The amount of such loss or damage shall be equal to the repair costs or the replacement value of the Equipment if and to the extent that the Equipment is missing or has been lost, and if and to the extent that repair is not possible at reasonable cost.
4. Perspect Industrial Products shall not be liable for loss or costs resulting from late delivery or late collection of the Equipment.

SALE

ARTICLE 18. DELIVERY

1. Stated delivery times are approximate only and shall never be regarded as strict deadlines, unless expressly agreed otherwise.
2. Exceeding a delivery period, regardless of the cause, shall not entitle the Contracting Party to any compensation or to terminate the Agreement and/or to fail to perform any obligation it may have under the relevant Agreement or any other agreement between the Parties.
3. Unless expressly agreed otherwise, delivery shall at all times be ex works/warehouse. As soon as the sold goods have left Perspect Industrial Products, they shall be at the Contracting Party's expense and risk, irrespective of who arranges the transport, the means of transport used or the route selected.
4. If the Contracting Party fails, for whatever reason, to take delivery of the goods when they are ready for dispatch, Perspect Industrial Products may, at its option, immediately terminate the Agreement in whole or in part, deliver the goods at the Contracting Party's expense and

risk, store or arrange for the storage of the goods in whole or in part at the Contracting Party's expense and risk and charge the resulting additional costs to the Contracting Party, or claim damages. If the goods are stored in whole or in part at the Contracting Party's expense and risk, Perspect Industrial Products shall, after the goods have been stored for three weeks, still be entitled to terminate the Agreement in whole or in part or to claim damages.

ARTICLE 19. RETENTION OF TITLE ON SALE

1. All goods delivered shall remain the exclusive property of Perspect Industrial Products until the Contracting Party has fulfilled all obligations arising from or connected with agreements under which Perspect Industrial Products has undertaken to deliver goods, including claims in respect of penalties, interest and costs, including costs arising from depreciation and/or repossession of delivered goods, and until all other claims of Perspect Industrial Products against the Contracting Party in respect of which Perspect Industrial Products may validly stipulate retention of title pursuant to Article 3:92 of the Dutch Civil Code have been paid. Until that time, the Contracting Party shall keep the goods delivered by Perspect Industrial Products separate from other goods and clearly identified as the property of Perspect Industrial Products, shall properly insure and keep them insured, shall provide the relevant insurance policy to Perspect Industrial Products for inspection on first request, and shall not process or otherwise alter those goods.
2. As long as the Contracting Party has not acquired title to the goods purchased by it, the Contracting Party may not, other than in the ordinary course of its business, dispose of, pledge or otherwise encumber the goods in any manner. If the Contracting Party sells and/or delivers the goods in the ordinary course of its business, Perspect Industrial Products shall be entitled, as long as the Contracting Party has not fully discharged all payment obligations, on whatever basis, owed to Perspect Industrial Products, to require that the receivables due to the Contracting Party from its Contracting Parties as a result of such sales be assigned to Perspect Industrial Products.
3. If the Contracting Party fails to meet its payment obligations, Perspect Industrial Products may reclaim the goods delivered by it as its property, both from the Contracting Party and from third parties following onward delivery, without prejudice to its right to compensation for loss suffered.
4. If the Contracting Party processes and/or works on the goods delivered but not yet paid for, or has third parties process and/or work on such goods on its behalf, Perspect Industrial Products shall also remain the owner of the processed and/or worked-on goods, even if such processing or work results in a different product.

ARTICLE 20. COMPLAINTS AND RETURNS

1. The Contracting Party shall inspect, or arrange for the inspection of, the purchased goods upon delivery or as soon as possible thereafter. It shall verify whether the goods delivered conform to the Agreement, in particular whether the correct goods have been delivered, whether the quantity corresponds to the quantity agreed and whether the goods delivered meet the agreed quality requirements or, in the absence of such requirements, the requirements that may be imposed for normal use and/or commercial purposes.
2. If visible defects or shortages are identified, the Contracting Party shall notify Perspect Industrial Products thereof in writing within 14 days after delivery.
3. Performance of the Agreement shall be deemed proper between the Parties if the Contracting Party has failed to carry out the inspection or give the notice referred to in the preceding two paragraphs of this Article in due time.
4. Performance by Perspect Industrial Products shall in any event be deemed proper if the Contracting Party has used, processed or worked on all or part of the goods delivered, has delivered them to third parties, or has caused third parties to use, process, work on or receive delivery of them.
5. Delivered goods may be returned by the Contracting Party only with the prior written approval of Perspect Industrial Products.
6. Return shipment shall be at the Contracting Party's expense and risk, unless expressly agreed otherwise in writing.

ARTICLE 21. WORK ON SURFACES CONTAINING CMR SUBSTANCES

1. If the materials to be treated and/or removed may contain CMR substances, such as Chromium-6, the Contracting Party shall disclose this in advance. If such substances are found to be present without prior notification, this shall be the responsibility of the Contracting Party. Before commencement of the work, the Contracting Party shall carry out a test for the presence of Chromium-6 and share the results with Perspect. If this test has not been carried out, Perspect Industrial Products may carry it out at an additional charge. Any consequences arising from this, including the stopping or suspension of the work, shall be entirely at the Contracting Party's expense and risk.