

GENERAL TERMS AND CONDITIONS

Article 1: Definitions

- Can-filters B.V.: the private limited company with its registered office in Ameide, Can-filters B.V., as well as its successors by universal or particular title.
- The client: every natural or legal entity on whose instruction Can-filters B.V. delivers products and/or services or with whom Can-filters B.V. enters into an agreement or with whom Can-filters B.V. is in consultation or negotiation regarding the conclusion of an agreement.
- Instruction: the agreement by which Can-filters B.V. undertakes towards the client to perform work, other than by virtue of an employment contract, which work includes the supply of goods and the provision of services.
- Agreement: every agreement that is formed between the client and Can-filters B.V., any change or addition thereto, as well as all (legal) acts in preparation and for execution of that agreement.
- Products: all goods, including documentation, drawings, test equipment and all (other) results of the service provision provided by Can-filters B.V., which are subject to an agreement.
- Services: all work, in whichever way, shape or form (provision of services, contracting of work, outsourcing of personnel etc.), performed by Can-filters B.V. for or on behalf of clients.
- Order: every instruction from the client, in whichever way, shape or form.

Article 2: Applicability

- 2.1 These terms and conditions are applicable to all quotes, work, offers and agreements between Can-filters B.V. and the client, also if all this does not lead to or is not in relation to an agreement.
- 2.2 Any stipulations varying from these general terms and conditions are valid only if they have been explicitly agreed in writing and confirmed by Can-filters B.V.
- 2.3 The general purchase conditions of the client do not apply, unless accepted by Can-filters B.V. in writing.
- 2.4 Provisions of this agreement do not apply if and insofar as they contradict the express requirements of mandatory law. Any provision of these terms and conditions being void or otherwise unenforceable does not affect the validity of the remaining provisions of these conditions and the agreement.
- 2.5 In the event of a conflict between the contents of the agreement between the client and Can-filters B.V. and these general terms and conditions, the provisions of the agreement prevail.

Article 3: Quotations and offers

- 3.1 All offers are without obligation, unless explicitly stated otherwise in the offer.
- 3.2 If an offer contains a proposal without obligation and it is accepted by the client, Can-filters B.V. will be entitled to terminate the agreement within 10 working days by means of a written notification to the client to that end, without being obliged to pay any compensation.
- 3.3 If the client provides Can-filters B.V. with data, drawings and other information, Can-filters B.V. will assume the correctness thereof and base its offer on this.
- 3.4 If the offer of Can-filters B.V. is not accepted, Can-filters B.V. will be entitled to charge the client for all costs Can-filters B.V. has had to incur in order to prepare the offer.
- 3.5 The prices detailed in the stated quotations or offers do not include VAT and other government levies, nor do they include costs to be incurred within the framework of the agreement, including travelling, dispatch and administration costs, unless explicitly stated otherwise.

Article 4: Formation of the agreements

- 4.1 An agreement between Can-filters B.V. and the client is formed if and insofar as Can-filters B.V. accepts an order of the client, in writing, or if Can-filters B.V. has started executing the order, unless the client produces alternative evidence that Can-filters B.V. has fully and unconditionally accepted the order of the client.
- 4.2 Changes and additions to any provision of the agreement and/or in the terms and conditions are subject to written approval.
- 4.3 If changes or additions as referred to in paragraph 2 are agreed on, these changes or additions are applicable to the relevant agreement only.

Article 5: Intellectual property rights

- 5.1 Unless agreed otherwise in writing, Can-filters B.V. retains the copyrights and all industrial property rights to the offers made by Can-filters B.V. and the designs, images, drawings, (test) models, software provided by Can-filters B.V.
- 5.2 The rights to the items referred to in paragraph 1 remain vested in Can-filters B.V., regardless of the fact whether Can-filters B.V. has been charged for the creation thereof. These items may not be copied, used or shown to third parties without the explicit, prior and written approval of Can-filters B.V. The client owes Can-filters B.V. a penalty of € 25,000 for every breach of this provision. This penalty can be claimed in addition to compensation by virtue of the law.
- 5.3 The client must return the items as referred to in paragraph 1 on demand, within the term set by Can-filters B.V. In the event of a breach of this provision, the client owes Can-filters B.V. a penalty of € 1,000 per day. This penalty can be claimed in addition to compensation by virtue of the law.
- 5.4 Can-filters B.V. declares that, insofar as known to Can-filters B.V., the products do not infringe any third-party intellectual property rights applicable in the Netherlands. However, Can-filters B.V. is unable to indemnify the client against any infringements of third-party intellectual property rights.
- 5.5 The client guarantees not to infringe the intellectual property rights of Can-filters B.V., or its suppliers, with regard to the products, for example, by means of copying, treating or imitating the products (or to allow or enable third parties to do so).

Article 6: Advice, designs and materials

- 6.1 The client is unable to derive any rights from advice and information received from Can-filters B.V., if not directly related to the instruction.
- 6.2 The client is responsible for the drawings, calculations, designs made by or on behalf of him and for the functional suitability of materials prescribed by or on behalf of him.
- 6.3 The client indemnifies Can-filters B.V. against any third-party claim with regard to the use of drawings, calculations, designs, materials, samples, models, etc. provided by or on behalf of him.
- 6.4 Prior to processing, the client is entitled to examine the materials that Can-filters B.V. wants to use (or to have these examined), at its own expense. If Can-filters B.V. suffers any damage because of this, it will be payable by the client.
- 6.5 The client is not permitted to use, destine or deliver materials that have been supplied in the knowledge or in the event of a strong suspicion of activities which, by law, are punishable in the country where these materials are used.

Article 7: Delivery time

- 7.1 The delivery time and/or execution period is set by Can-filters B.V. by approximation.
- 7.2 When setting the delivery time and/or execution period, Can-filters B.V. assumes that it will be able to execute the instruction under the conditions known to Can-filters B.V. at that time. Can-filters B.V. will execute the agreement to the best of its knowledge and ability. This obligation has the character of an 'obligation to use best endeavours', unless explicitly agreed otherwise in writing.
- 7.3 The delivery time and/or execution period does not commence until agreement has been reached on all commercial and technical details, until all necessary information and final, approved drawings etc. are in the possession of Can-filters B.V., the agreed (payment) term has been received and the necessary conditions for the execution of the instruction have been met.
- 7.3.1 a. In the event of conditions other than those known to Can-filters B.V. at the time it set the delivery time and/or execution period, Can-filters B.V. will be entitled to extend the delivery time and/or execution period by the time needed to execute the instruction under these conditions. If the work cannot be scheduled into the planning of Can-filters B.V., they will be carried out once its planning allows this.
- b. In the event of contract extras, the delivery time and/or execution period will be extended by the time that is needed to deliver the materials and parts (or to have these delivered) for this and to perform the contract extras. If the contract extras cannot be scheduled into the planning of Can-filters B.V., the work will be carried out once the planning allows this.
- c. In the event that Can-filters B.V. has suspended its obligations, the delivery time and/or execution period will be extended by the duration of the suspension. If continuation of the work cannot be scheduled into the planning of Can-filters B.V., the work will be carried out once the planning allows this.
- d. In the event of weather conditions not permitting the work, the delivery time and/or execution period will be extended by the resulting delay.
- 7.4 Exceeding the agreed delivery time and/or execution period does not in any case constitute a right to compensation, unless agreed in writing.

Article 8: Risk transfer

- 8.1 Delivery is made, "ex works", in accordance with the Incoterms 2000; the risk of the goods transfers the moment that Can-filters B.V. makes these available to the client.
- 8.2 Regardless of the provision in the previous paragraph, the client and Can-filters B.V. can agree that the latter organises the transport. In that case too, the risk of storage, loading, transport and unloading rests with the client. The client can take out insurance to cover these risks.
- 8.3 In the event of a trade-in and the client, in anticipation of delivery of the new goods, continues to use the goods to be traded in, the risk of the goods to be traded in remains vested in the client until he has made these available to Can-filters B.V.

Article 9: Prices and price changes

- 9.1 All prices of Can-filters B.V. are in Euros, exclusive of turnover tax (VAT), unless stated otherwise. Unless stated otherwise in Can-filters B.V. brochures, official lists and other promotional materials, or unless explicitly agreed otherwise, the client will be charged separately for special forms of packaging and shipment (including dispatch to multiple addresses), import, export and excise duties, travel and subsistence expenses within the framework of extension of services, as well as all (other) levies or taxes levied or imposed in respect of any performance.
- 9.2 An increase in cost price decisive factors, including purchase prices, exchange rates, import and export duties/levies, insurance premiums, freight rates and other fees or taxes, which has arisen after conclusion of the agreement, may be charged on by Can-filters B.V. to the client if the agreement has not yet been fully performed at the time of the increase.
- 9.3 The client is obliged to pay the price increase referred to in paragraph 2 together with the payment of the principal sum, or at the next agreed payment term.
- 9.4 If the client supplies goods and Can-filters B.V. is prepared to use these, then Can-filters B.V. may charge a maximum of 20% of the market price of the goods supplied.

Article 10: Impracticability of the instruction

- 10.1 Can-filters B.V. is entitled to suspend fulfilment of its obligations if Can-filters B.V., due to circumstances which could not have been foreseen at the time of conclusion of the agreement and which are outside its sphere of influence, is temporarily unable to fulfil its obligations.
- 10.2 Circumstances which could not have been foreseen by Can-filters B.V. and which are outside its sphere of influence include suppliers and/or subcontractors of Can-filters B.V. not fulfilling their obligations or not fulfilling them in time, weather conditions, earthquakes, fire, loss or theft of tools, the loss of materials to be processed, road blocks, strikes or walkouts and import and trade restrictions.
- 10.3 Can-filters B.V. is no longer entitled to suspend if the temporary impossibility to perform has lasted for more than six months. The agreement can only be terminated after expiry of this term and only for those obligations not yet fulfilled. In that case, the parties are not entitled to compensation of any damage or loss suffered or to be suffered as a result of the termination.

Article 11: Changes in the work

- 11.1 Changes in the work will in any case result in contract variations:
 - a. in the event of a change in the design, the specifications or the contract documents;
 - b. if the information provided by the client does not correspond to actual practice;
 - c. if estimated volumes are exceeded by more than 10%.
- 11.2 Contract extras are calculated on the basis of the value of the price-decisive factors applicable at the time the contract extras are carried out.
- 11.3 Contract reductions are calculated on the basis of the value of the price-decisive factors applicable at the time the agreement was concluded.
- 11.3 If the balance of the contract reduction exceeds that of the contract extras, Can-filters B.V. may charge the client 10% of the difference of the balances when drawing up the final account. This provision does not apply if the contract reduction is the result of a request by Can-filters B.V.

Article 12: Delivery of the work

- 12.1 The work is deemed to have been delivered, if:
 - a. the client has approved the work;
 - b. the client has put the work into operational service. If the client only puts part of the work into operational service, that part will be deemed delivered;
 - c. Can-filters B.V. has notified the client in writing that the work has been completed and the client, within 14 days of this notification, has not stated in writing whether the work has been approved or not;
 - d. the client rejects the work on the basis of minor defects or missing parts that can be repaired or delivered subsequently, within 30 days, and which do not impede putting the work into operational service.
- 12.2 If the client decides to reject the work, he is obliged to notify Can-filters B.V. thereof in writing, stating the reasons.
- 12.3 If the client decides to reject the work, he must offer Can-filters B.V. the opportunity to re-deliver the work. The provisions of this article will apply to this once more.
- 12.4 The client indemnifies Can-filters B.V. against third-party claims for damage to parts of the work yet to be delivered, caused by the use of parts of the work delivered previously.

Article 13: Liability

- 13.1 Can-filters B.V. is liable for the damage or loss suffered by the client which is the direct and exclusive result of a failure attributable to Can-filters B.V. However, only damage or loss Can-filters B.V. is insured against, or should reasonably have been insured against, qualifies for compensation.
- 13.2 If, at the time of entering into the agreement, Can-filters B.V. is unable to take out insurance as referred to in paragraph 1, or is unable to do so under reasonable conditions, or is subsequently unable to renew under reasonable conditions, the compensation of the damage will be limited to the amount charged by Can-filters B.V. for this agreement (exclusive of VAT).
- 13.2.1 The following do not qualify for compensation:
 - a. direct trading loss, including business interruption loss and lost profits. The client must take out insurance against this damage, if so desired;
 - b. damage to property in the care, custody or control of, but not owned by the insured. This, among other things, is understood to mean damage caused during the execution of the work to goods that are being worked on or that are in the vicinity of the place where work is carried out. The client must take out insurance against this damage, if so desired;
 - c. damage as a result of intent or willful recklessness by auxiliary staff or non-executive subordinates of Can-filters B.V.
- 13.4 Can-filters B.V. cannot be held liable for damage to materials supplied by or on behalf of the client, as a result of faulty treatment. Can-filters B.V., on request of the client, will redo the treatment, using new materials supplied by the client at his expense.
- 13.5 The client indemnifies Can-filters B.V. against all third-party claims for product liability as a result of a faulty product supplied by the client to a third party and which product (in part) comprises products and/or materials supplied by Can-filters B.V.

Article 14: Guarantee

- 14.1 Can-filters B.V. guarantees the proper execution of the agreed performance for a period of six months after delivery.
- 14.2 If the agreed performance consists of the contracting of work, Can-filters B.V., for the period referred to in paragraph 1, guarantees the reliability of the design supplied and materials used, provided Can-filters B.V. was free in its choice thereof. If the design delivered and/or the materials used appear to be faulty, Can-filters B.V. will repair or replace them. The parts that are repaired at or replaced by Can-filters B.V. must be sent to Can-filters B.V. carriage paid. Disassembly or assembly of these parts and any travel and subsistence expenses will be payable by the client.
- 14.3 If the agreed performance (partly) consists of treating materials supplied by the client, Can-filters B.V., for the period referred to in paragraph 1, guarantees the reliability of the treatment. If it appears that the treatment is faulty, Can-filters B.V., at its discretion, will either:
 - redo the treatment. In that case, the client must supply new materials, at his expense;

- a. remedy the defect. In that case, the client must return the materials to Can-filters B.V. carriage paid, reimburse the client for a proportional part of the invoice.
- 14.4 b. If the agreed performance consists of the delivery of a product, Can-filters B.V., for the period referred to in paragraph 1, guarantees the reliability of the goods delivered. If it appears that the product is faulty, the goods must be returned to Can-filters B.V., carriage paid. Subsequently, Can-filters B.V., at its discretion, will either:
- repair the goods;
 - replace the goods;
 - reimburse the client for a proportional part of the invoice.
- 14.5 If the agreed performance (partly) consists of the installation and/or assembly of goods supplied, Can-filters B.V., for the period referred to in paragraph 1, guarantees the reliability of the installation and/or assembly. If it appears that the installation and/or assembly are faulty, Can-filters B.V. will remedy this. Any travel and subsistence expenses will be payable by the client.
- 14.6 Parts are subject to a manufacturer's warranty, subject to the client and Can-filters B.V. having explicitly agreed on this. Provided the client has had the opportunity to take note of the contents of the manufacturer's warranty, it will replace the warranty by virtue of this article.
- 14.7 The client must in all cases provide Can-filters B.V. with the opportunity to remedy any defect and/or redo the treatment.
- 14.8 The client can only claim under the warranty subject to the client having fulfilled all his obligations towards Can-filters B.V.
- 14.9 a. No warranty is given if the defects are the result of:
- normal wear and tear;
 - improper use;
 - lack of or incorrect maintenance;
 - installation, assembly, modification or repair performed by the client or third parties.
- b. No warranty is given on goods supplied that were not new at the time of delivery or on goods that are prescribed by the client or supplied by or on behalf of the client;
- c. No warranty is given on the inspection and/or repair of goods of the client.

Article 15: Complaints

- 15.1 The client is obliged to carefully inspect the products (or to have these inspected) immediately upon arrival at their destination or, if this is sooner, after receipt by himself or a third party acting on his instructions. Any complaints regarding faulty products must be submitted to Can-filters B.V. in writing, within fourteen days after the client discovered or should reasonably have discovered the defect.
- 15.2 After having discovered any defect, the client is obliged to immediately discontinue the use, treatment, processing or installation of the relevant products.
- 15.3 The client will fully cooperate in the investigation of the complaint as desired by Can-filters B.V., such as by enabling Can-filters B.V. to perform an in situ investigation (or to have this performed) into the conditions with regard to treatment, processing, installation and/or use.
- 15.4 The client is not entitled to complain about products with regard to which Can-filters B.V. is not able to investigate the complaint.
- 15.5 The client cannot exercise any right to complain about product defects against Can-filters B.V. for as long as the client has failed to fulfil any obligations towards Can-filters B.V. directly related to those products.
- 15.6 If the client submits a complaint about product defects in a timely, correct and justifiable manner, the liability for Can-filters B.V. arising from it will be limited to the obligations described in article 13.

Article 16: Failure to take delivery of goods

If the client fails to take delivery of goods after expiry of the delivery period, the goods remain at the disposal of the client. Goods that have not been taken delivery of will be stored at the expense and risk of the client. Can-filters B.V. is at all times entitled to exercise its rights under Section 6:90 of the Netherlands Civil Code.

Article 17: Payment

- 17.1 Payment must be made at the place of business of Can-filters B.V. or into a bank account designated by Can-filters B.V.
- 17.2 Unless otherwise agreed, payment must be made as follows:
- a. in the event of payment in instalments:
- 40% of the total price upon instruction;
 - 50% of the total price after supply of the materials or, if delivery of materials is not included in the instruction, after commencement of the work;
 - 10% of the total price upon delivery.
- b. in all other cases, within thirty days of the invoice date.
- 17.3 Any notices of objection against invoices, specifications, descriptions and prices must be filed with Can-filters B.V. within 10 days, in writing. If this is not possible by virtue of a cause that cannot be attributed to the client, the client must in any case notify Can-filters B.V. of his objections in writing as soon as is reasonably possible.
- 17.4 Regardless of the agreed payment terms, the client, at the request of Can-filters B.V. and at its discretion, is obliged to provide sufficient security for payment. If the client fails to do so within the set term, he will automatically be in default. In that case, Can-filters B.V. will be entitled to terminate the agreement and recover any damage incurred from the client.
- 17.5 The right of the client to set off his claim against Can-filters B.V. is excluded, unless in the event of a bankruptcy on the part of Can-filters B.V. or if Can-filters B.V. is subject to statutory debt management.
- 17.6 Full payment becomes immediately due and payable if:
- a. a payment term has been exceeded;
- b. the client has gone bankrupt or has applied for a moratorium;
- c. goods or claims of the client are seized;
- d. the client (company) is dissolved or wound up;
- e. the client (natural person) is allowed to participate in a debt management scheme, is placed under guardianship or dies.
- 17.7 Without a notice of default being required, the client owes Can-filters B.V. interest on all amounts which have not been paid on or before the final day of the payment term, which interest is charged from that day onward. The interest stands at 12% per year, yet is equal to the statutory interest rate should that be higher. When calculating the interest rate, part of a month is regarded as a full month.
- 17.8 If payment is not made within the agreed payment term, the client owes Can-filters B.V. all judicial and extrajudicial costs, subject to a minimum of € 150. These costs are calculated on the basis of the following table:
- on the first € 3,000 = 15%
- in excess of the above, up to € 6,000 = 10%
- in excess of the above, up to € 15,000 = 8%
- in excess of the above, up to € 60,000 = 5%
- in excess of the above, from € 60,000 = 3%
- If the actual judicial and extrajudicial costs incurred are higher than the result of the above calculation, the client owes the actual costs, including reasonable costs for legal assistance as part of proceedings or otherwise.
- 17.9 If during legal proceedings judgement is made in favour of Can-filters B.V., all costs incurred by Can-filters B.V. in relation to these proceedings will be at the expense of the client.
- 17.10 If Can-filters B.V., as a goodwill gesture or otherwise, grants the client postponement for the delivery of any performance, the new term will at all times be a final deadline.

Article 18: Retention of title and right of pledge

- 18.1 After delivery, Can-filters B.V. remains the owner of the goods as long as the client:
- a. fails or will fail in the fulfilment of his obligations under this agreement or other, similar agreements;
- b. fails or will fail to pay for work performed or to be performed under such agreements;
- c. fails to pay claims arising from non-performance of the above agreements, such as damage or losses, penalties, interest and costs.
- 18.2 As long as the goods delivered are subject to retention of title, the client, without the permission of Can-filters B.V., is not allowed to encumber the goods outside his ordinary business operations. Among other things, this is taken to mean the pledging of the delivered goods.
- 18.3 After Can-filters B.V. has invoked its retention of title, it is entitled to take repossession of the goods supplied. The client allows Can-filters B.V. to enter the place where these goods are located.
- 18.4 If Can-filters B.V. is unable to exercise its retention to title due to the goods supplied having been mixed, deformed or acceded, the client is obliged to pledge the newly created goods to Can-filters B.V.
- 18.5 In the event of (provisional) moratorium or bankruptcy, the client must immediately make the bailiff levying the attachment, the administrator or receiver aware of the (property) rights of Can-filters B.V.

Article 19: Termination

- 19.1 If the client wishes to terminate the agreement without there being a breach on the part of Can-filters B.V. and Can-filters B.V. agrees to this, the agreement will be terminated by mutual consent. In that case, Can-filters B.V. will be entitled to compensation of all financial loss it has suffered, such as loss of profits and costs incurred.
- 19.2 In the event of a (provisional) moratorium, bankruptcy, closedown or liquidation of the company of the client, all agreements with the client will be terminated by operation of law, unless Can-filters B.V. notifies the client (at the request of the administrator or receiver, as and when necessary), within a reasonable period of time, of its demand that (part of) the relevant agreements be fulfilled, in which case Can-filters B.V., without giving notice of default, will be entitled:
- a. to postpone execution of the relevant agreement(s) until security has been given for payment; and/or
- b. to postpone any of its obligations towards the client;
- all this without prejudice to other rights of Can-filters B.V. by virtue of any agreement with the client and without Can-filters B.V. being obliged to pay any compensation.
- 19.3 If the client fails to fulfil any of its obligations within a set term or otherwise fails to fulfil any obligation arising from any agreement, the client will be in default and Can-filters B.V., without giving notice of default or judicial intervention, will be entitled:
- a. to suspend execution of that agreement and any directly related agreements, until sufficient security for payment has been furnished; and/or
- b. to fully or partially terminate the agreement and any directly related agreements;
- all this without prejudice to other rights of Can-filters B.V. by virtue of any agreement with the client and without Can-filters B.V. being obliged to pay any compensation.
- 19.4 Should an event as referred to in paragraphs 2 and 3 occur, all claims of Can-filters B.V. against the client and the claims referred to by virtue of the relevant agreement(s) are immediately and fully due and payable, and Can-filters B.V. will be entitled to repossess the products in question. In that case, Can-filters B.V. and its authorised representative(s) will be entitled to access the client's sites and premises in order to take possession of the products. The client is obliged to take the necessary measures to enable Can-filters B.V. to exercise its rights.
- 19.5 Except in the event of a consumer sale, the applicability of Section 6:278 of the Netherlands Civil Code is explicitly excluded if Can-filters B.V. terminates any agreement with the client or otherwise makes an attempt to reverse as referred in Section 6:278, subsection 2, of the Netherlands Civil Code.

Article 20: Applicable law and competent court

- 20.1 Dutch law applies.
- 20.2 The Vienna Sales Convention (C.I.S.G.) does not apply, nor does any other international regulation allowed to be excluded.
- 20.3 The District Court of Rotterdam, Dordrecht location, will be competent to hear any disputes, unless this is in conflict with mandatory law. Can-filters B.V. may deviate from this jurisdiction rule and apply the legal jurisdiction rules.
- 20.4 The parties may agree on an alternative form of dispute resolution, such as arbitration or mediation.

Article 21: Changes to and location of the terms and conditions

These terms and conditions are available for inspection at the office of Can-filters B.V. and will be sent upon written demand of the client, free of charge. The most recent version or the version that applied when the agreement was concluded applies.