

# GENERAL TERMS AND CONDITIONS

## Ox Power B.V. – Barneveld

### I. General

- 1.1. These terms and conditions form part of each legal relationship and/or agreement, and of the implementation thereof, in which respect Ox Power B.V., established in Barneveld (the Netherlands), hereinafter: '*Ox Power*', acts as supplier or service provider to a client.
- 1.2. Any general terms and conditions or purchasing terms and conditions applied by the client, however named, are explicitly rejected and will not be applicable with regard to the deliveries to be made or already made or services to be provided or already provided by Ox Power, unless these terms and conditions, or one or more provisions thereof, have explicitly been accepted by Ox Power in writing in advance.
- 1.3. Amendments to the agreement entered into between Ox Power and the client and divergences from these general terms and conditions will only be applicable if they have been agreed as such in writing between Ox Power and the client. In such cases, such amendments will only be applicable on a case-by-case basis.

### II. Definition of Terms

- 2.1. Wherever these terms and conditions refer to '*the client*', this is deemed to mean: the client as the natural person or legal entity which issued the instruction to Ox Power for the performance of work or the delivery of products.
- 2.2. Wherever these terms and conditions refer to '*work*', this is deemed to mean: all work for which an order has been placed, or which should be performed by Ox Power in another context, or arises from it, in order to realise a good implementation of the instructed task or a correctly completed delivery, all in the broadest sense of the word.
- 2.3. Wherever these terms and conditions refer to '*the work*', this is deemed to mean: the total work agreed between the client and Ox Power, and the materials/products to be supplied by Ox Power in this context.
- 2.4. Wherever these terms and conditions refer to '*additional work*', this is deemed to mean: additional work by Ox Power in the event of an amendment or adjustment after the fact to the quotation agreed between Ox Power and the client, or a modification to the implementation after the fact as a result of additional or changed wishes of the client or divergences in the estimated quantity of material.
- 2.5. Wherever these terms and conditions refer to '*less work*', this is deemed to mean: reduced work by Ox Power when compared to the agreed quotation.
- 2.6. Wherever these terms and conditions refer to a '*quotation*', this is deemed to mean: an agreement to be entered into between Ox Power and the client under which Ox Power undertakes to develop, assemble or purchase and sell battery packs, parts and other machines, including through auxiliary persons, hereinafter: '*the products*', and/or the provision of service and maintenance on them and/or related services.
- 2.7. Wherever these terms and conditions refer to '*documents*', this is deemed to mean: all evidentiary and other documents made available to Ox Power by or on behalf of a client.

- 2.8. Wherever these terms and conditions refer to '*invoice amount*', this is deemed to mean: the financial reimbursement (time-proportionate or otherwise) which Ox Power stipulates with the client for the performance of the agreement, or which is applicable to the work in question.
- 2.9. Wherever these terms and conditions refer to '*force majeure*', this is deemed to mean: a nonimputable shortcoming or unforeseen circumstance occurring independently of the will of the parties, as a result of which compliance/ timely compliance with the agreement cannot/ can no longer reasonably be expected of Ox Power by the client.

### III. Offers and quotations

- 3.1. All verbal or written quotations made by or on behalf of Ox Power are free of obligation, unless the quotation contains a concrete and unconditional acceptance period.
- 3.2. An estimate made by Ox Power of the costs associated with the performance of an order or the delivery of a product is at all times free of obligation. The client can never derive rights from such an estimate.
- 3.3. An agreement will only be deemed to have come into existence between Ox Power and the client after the authorised officer of Ox Power, according to the registration in the trade register, has accepted the agreement by means of a written declaration of acceptance or confirmation, or the client has issued the necessary documents for the performance of the order to Ox Power by physically handing them over, and Ox Power has made a start to implementation of the order which is clear to the client.
- 3.4. Cost-increasing circumstances – including if a fixed price has been agreed – such as the increased price of raw materials, materials, parts, transport, import duties, wages and assembly costs, which arise three months or later after the conclusion of the agreement, give Ox Power the right to pass on and receive compensation for the resulting consequences if those circumstances increase the cost of the work by more than 5%.
- 3.5. Other cost-increasing circumstances are circumstances that occur three months after the conclusion of the agreement and:
  - are of such a nature that when the agreement was concluded it was not necessary to take into account the chance that they would occur and that increase the cost of the work by more than 5%,
  - or
  - which cannot be attributed to Ox Power and which increase the cost of the work by more than 5%.
- 3.6. If Ox Power is of the opinion that such cost-increasing circumstances have arisen and that it is entitled to additional payment, Ox Power must inform the client of this in writing or electronically as soon as possible.
- 3.7. If, other than as a result of an amendment to the agreement, the price increase amounts to more than 10%, the client will be entitled to dissolve the agreement, provided this takes place within 14 days of receipt of the adjusted price stated by Ox Power and the request for additional payment is made in writing.

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If the client is not prepared to make an additional payment of the price increase, Ox Power will be entitled to dissolve the agreement instead of demanding compliance. In such cases, reasonable costs incurred by Ox Power will be reimbursed by the client to Ox Power.

### IV. Implementation of delivery

- 4.1. The delivery period for products commences after the agreement has come into being, after Ox Power has access to all the documents to be provided by the client and the data necessary for Ox Power, and after any agreed advance payment has been received by Ox Power, or the security required by Ox Power for payment has been made available to Ox Power.
- 4.2. The client is required to provide Ox Power with the necessary instructions for correct shipment, collection or assembly of the product before delivery.
- 4.3. The delivery periods stated by Ox Power are indicative and can never be deemed strict deadlines. The delivery period will be automatically extended in the event of stagnation which is not the fault of Ox Power. In the event of such an overrun of the delivery period, the client will at no time be entitled to demand compensation for additional, replacement, direct or indirect loss or damage, or for noncompliance with or suspension of any obligation arising from the agreement or any other agreement, or to terminate or rescind the agreement, except in the case of force majeure on the part of Ox Power or in the event of default after notice of default has been served.
- 4.4. The products of goods will be deemed to have been delivered as soon as receipt of them has been taken by the client, or they have been assembled by the client. The client enters into the obligation to ensure that Ox Power (or, as appropriate, its transport company) has the opportunity to deliver the products or goods to the delivery address stated by the client, and will do everything possible in this context to prevent or limit waiting times for Ox Power (or its transport company) as much as possible. Any costs related to waiting times will be borne by the client.
- 4.5. Unless otherwise agreed, delivery in the Netherlands will take place free on truck (F.O.T.) or free on board (F.O.B.). This means that Ox Power is liable for the goods sold and delivered by it solely up to and including the moment at which the goods are actually loaded onto the applicable means of transport of or made available by the client, and no longer for the moment after this. After the moment of loading, all risks are borne by the client.
- 4.6. If the client is required to make available the means of transport, the client will be required to take receipt of the goods ex-works at a time to be indicated in advance by Ox Power. If Ox Power is required to make available the means of transport, it will notify the client in good time regarding the date of departure and/or the expected time of arrival of the means of transport at the destination location.
- 4.7. In the latter case named in 4.6, Ox Power will be entitled, if normal air, water, road or rail transport are impossible or are being impeded structurally, to send the good in the manner it deems most suitable to ensure timely delivery.

(as much as possible), while the costs or additional costs caused by this will be borne by the client. In such a case, Ox Power can never be held liable for a delayed delivery

- 4.8. If there is reason to assume – at the discretion of Ox Power – that the client will not be able to comply fully or partly with an agreement, Ox Power will be entitled to require advance payment by or security from the client within the Netherlands up to a maximum of 50% of the total order before proceeding with delivery, work, transport, instructions to transport or further delivery. If the client remains in default of this, Ox Power will have met its obligation to deliver by offering the goods to the client against simultaneous payment or provision of security.
- 4.9. The delivery is deemed completed at the moment at which the client takes receipt of the products and/or takes receipt and/or signs the packing slip issued by Ox Power or the transport document issued.

### V. Details of client

- 5.1. The client is required to make available to Ox Power, on time and in the desired form and desired manner, all data and documents which Ox Power deems necessary for the correct performance of the order placed. The client will also keep Ox Power informed at all times with regard to all relevant information of importance to Ox Power and in the context of the services provided.
- 5.2. The client guarantees the correctness, completeness and reliability of the data and documents made available to Ox Power, including if these originate from third parties, inasmuch as it does not otherwise arise from the order, and wholly indemnifies Ox Power against liability arising from the contrary.
- 5.3. If implementation of the order is delayed as a result of noncompliance with the provision in 5.2, the extra costs and extra payment arising from this will be borne fully by the client.
- 5.4. Ox Power will be entitled to suspend implementation of the order placed until the moment the client has met the obligations referred to in 5.1, to the satisfaction of Ox Power.
- 5.5. If the client requests this, the documents made available to Ox Power which are the property of the client will be returned to the client after implementation of the order, at the client's expense.

### VI. Provision of services

- 6.1. Ox Power will determine the manner in which the order placed is realised. In this context, Ox Power will take into account instructions provided in a timely manner by the client, which are customary in the sector and responsible in the context of the agreement, subject to the final assessment of Ox Power. The risk relating to the correct implementation of instructions provided by telephone by or on behalf of the client and the means of communication used by the client will be borne by the client.
- 6.2. Ox Power has four types of service:
  - a. development;
  - b. assembly;
  - c. advice on commissioning, and training;

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d. maintenance;

*Development:* the devising of new application possibilities by Ox Power.

*Assembly:* putting parts together in order to create an operating product.

*Advice on commissioning, and training:* explanation by or on behalf of Ox Power about the operation of the product in the way in which it can be used as optimally as possible in various applications.

*Maintenance:* the total of activities with the aim of keeping Ox Power products in working condition or returning them, in order to guarantee the required degree of functionality (immediately and in the long term).

- 6.3. The client agrees that Ox Power can have the agreement implemented under its responsibility, if necessary by third parties. The applicability of articles 7:404 and 7:407 paragraph 2 DCC is excluded.
- 6.4. Realisation of the orders placed will take place exclusively for the benefit of the client. Third parties cannot derive any rights from the content of the work carried out, and the client indemnifies Ox Power fully in this respect.
- 6.5. The data of the client provided to Ox Power will be kept for a maximum of seven years after the end of the order or the case, after which they will be destroyed.
- 6.6. Any legal claim for the issue of documents to the client or its legal successors will lapse after the passing of five years after the end of involvement with the case (article 7:412 DCC). Subject to evidence the contrary, the point of departure for the commencement of this period is the moment at which the involvement of Ox Power ends, as shown from the last communication relating to the case sent to the client.
- 6.7. Any periods within which the work will be performed or products delivered set in the agreement or thereafter by Ox Power or the client will only be approximate and are not strict deadlines, unless otherwise explicitly agreed in writing. An overrun of such a period will not result in an imputable failure on the part of Ox Power, and therefore cannot form a ground for termination of the agreement. In the event of an overrun of such a period, the client can set a new, reasonable period within which Ox Power must complete the agreement, except in the case of force majeure. An overrun of the new, reasonable period will then form a ground for termination of the agreement by the client.

### VII. Retention of title

- 7.1. Ox Power will retain title to the products or goods delivered by it to the client until the client has met all its obligations to Ox Power, including future obligations. As of the moment of first delivery or completion, the client will bear the risk for loss or damage to the supplied product or good, irrespective of how it is caused, until its obligations have been fully met.
- 7.2. The client is not permitted to pledge the delivered good or product to third parties, to encumber it or to transfer title to it without giving prior notice to Ox Power and obtaining the prior written approval of Ox Power, and Ox Power will remain the owner of the delivered good or

product until the client has met all its payment obligations to Ox Power.

- 7.3. As long as the products are still the property of Ox Power as a result of this, Ox Power will at all times be entitled to repossess these goods or products, wherever they are located, in the event of noncompliance or a well-founded fear of noncompliance by the client with an obligation arising for it from the agreement, without the requirement of any notice of default or judicial intervention. The purchaser authorises Ox Power in advance to enter the location in which these goods or products are located or may be located, to disassemble them and claim them back.
- 7.4. The consequences under property law of invoking the retention of title by Ox Power are governed by Netherlands law, unless the law of the destination state in the case of goods or products intended for export contain provisions more beneficial for Ox Power than those under Netherlands law. In such cases, Ox Power can require application of the law of the destination state.
- 7.5. Ox Power is entitled to keep under its control the goods which are claimed back and which it has repossessed until the client has paid all its receivables, or to sell these to third parties, in which case the net proceeds will be deducted from the receivables which must still be paid to Ox Power by the client.

### VIII. Execution

- 8.1. Ox Power will execute the work well, properly and in accordance with the provisions in the agreed quotation. The work will be performed on normal working days and within the normal working hours of Ox Power, unless otherwise agreed.
- 8.2. The client will give Ox Power the opportunity to perform the work. The client will ensure that Ox Power can have access, in good time, to all the necessary approvals required for the work (such as permits and exemptions) and to the information to be provided by it for the work.
- 8.3. The client must provide, in good time, the connection options for any required power, gas, internet and/or water required for the work and for testing it. The costs of this will be borne by the client.
- 8.4. The client must ensure that work and/or deliveries to be performed by third parties which do not belong to the work of Ox Power are performed in such a way and promptly such that the performance of the work is not delayed by it. In the event that a delay nevertheless occurs within the meaning of this article, the costs involved with this will be borne by the client.
- 8.5. The client will bear the risk for loss or damage caused by:
  - a. errors or defects in the constructions and working methods explicitly required by it;
  - b. defects or unsuitability in goods (materials or auxiliary materials) which originate from the client, which are stipulated by the client or which must be sourced from a prescribed supplier, including the movable or immovable property on which the work is being carried out;
  - c. the non-supply or late supply of the goods referred to in b;

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- d. work performed or deliveries made by it or by third parties at its instructions;
  - e. damage to and loss of materials, parts, properties or tools of Ox Power as of the moment they are brought into the work during the period that they remain there outside the normal working hours under the supervision of the client;
- 8.6. In the event that it becomes apparent, after the agreement is formed, that goods originating from the work (such as materials and parts) are contaminated, the client will be liable for the consequences arising from this for the performance of the work.
- 8.7. Amendments to the agreement or the terms and conditions for the performance thereof must be agreed in writing. The lack of a written order does not affect the entitlement of Ox Power and the client to settlement of additional work and less work. In the event that no written order exists, the burden of evidence for the change rests on the party claiming entitlement.
- 8.8. The client will at all times be authorised wholly or partly to terminate the agreement, in which case it will be required to pay the following price, with due observance of the following:
- a. in the case of delivery of a product, Ox Power will be entitled in the event of premature cancellation to 25% of the invoice amount to be paid for the unpurchased products, notwithstanding demonstrable additional loss or damage and setting off with that which has already been paid in advance;
  - b. in the case of contracting of work, Ox Power will be entitled to the contract amount, plus the costs it has had to incur as a result of noncompletion and less the savings arising for it from the termination;
  - c. in the case of direction of work, the price owed by the client will be calculated on the basis of the costs incurred, work performed and the profit which Ox Power would have made on the work as a whole;
  - d. Ox Power will send the client a specified final invoice indicating the amount owed by the client as a result of the termination.
- 8.9. The work will be deemed completed/delivered:
- a. when Ox Power has notified the client that the work is completed and the client has approved the work, or when the packing slip/transport document issued by Ox Power has been received and/or signed;
  - b. or if no more than 8 days have passed after Ox Power has notified the client in writing by registered letter that the work has been completed and the client has failed to approve or accept the work within this period by confirming this in writing to Ox Power by registered letter.
- 8.10. Small falls which can be remedied within the guarantee period will not form any reason to withhold the approval, to refuse to take receipt or acceptance, on condition that they do not prevent taking into use of the work, as appropriate;
- 8.11. As a result of completion, the full risk for the work will transfer from Ox Power to the client.
- IX. Intellectual property**
- 9.1. Ox Power reserves for itself as its own property all rights pertaining to products of the mind which are applicable to the products it supplies, uses or has used in the context of the performance of the agreements with the client or through products developed by it.
- 9.2. The client is explicitly forbidden from reproducing, copying for itself or for third parties, making public or commercialising these products and services of Ox Power, including but not limited to computer or other programs, working methods, engineering, advice, know-how and other products of the mind.
- X. Force majeure**
- 10.1. Force majeure on the part of Ox Power is deemed to exist in any event if, after entering into the agreement, Ox Power is impeded in complying with its obligations under this agreement or in the preparation thereof as a result of international conflicts in or near the country of the client, civil war, war, risk of war, civil unrest, terrorism or terrorist attacks, riots, labour strike, sit in, lockout, fire, environmental and water damage, flooding, government measures, extreme weather conditions, disruptions to the supply of power and business essentials, breach of contract by third parties for which Ox Power is not responsible, unforeseeable defects in means of transport, telecommunications, internet, software or hardware, transport disruptions and all other causes which occur outside the blame or area of responsibility of Ox Power.
- 10.2. If Ox Power is unable to meet its obligations under the agreement as a result of the causes which are not attributable to it referred to in 10.1, cannot meet them on time or properly, these obligations will be suspended until the moment that Ox Power is again able to comply in the agreed manner, without Ox Power going into default with regard to compliance with its obligations and without it being required to pay any compensation for loss.
- 10.3. In the event that the situation referred to in 10.2 occurs for 30 contiguous days, the client will thereafter be entitled wholly or partly to terminate the agreement with immediate effect in writing.
- XI. Invoice amount**
- 11.1. The sale price for a product, good or service to be supplied or provided by Ox Power is always exclusive of and subject to turnover tax. For the realisation of an agreement, the client will owe the agreed payment, plus the turnover tax, shipping costs and inward customs clearance costs.
- 11.2. The payment on which the invoice amount is based is not dependent on the result of the order placed, but is calculated with observance of the usual hourly and other fees of Ox Power, and is owed to the extent that work for the client has been performed by Ox Power.
- 11.3. Costs of additions and/or amendments to the order will always be borne by the client.

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- 11.4. In the event that realisation of the agreement extends over a period longer than one month, work performed can be charged in the interim.
- 11.5. Before commencement of the work and in the interim, Ox Power will be entitled to suspend performance of the work until the moment that the client pays to Ox Power an advance payment of a maximum of 50% - reasonably and fairly determined - for the work to be performed, or has provided security for this.
- 11.6. Products, goods or documents made available to Ox Power by the client for processing may be retained at all times by Ox Power in the event of a breach of contract, by means of a written invocation of retention, until the due receivable(s) of Ox Power have been settled in full.

### XII. Payment

- 12.1. Except in the case of different written agreements to be demonstrated by the client, payment of invoices of Ox Power must take place within 14 days of the invoice date. The client is not entitled to apply discount, setting off of debts or compensation, except with the prior written agreement of Ox Power.
- 12.2. In the event of an overrun of this period, the client will be in default ipso jure and will owe default interest of 1% per month. Part of a month will be deemed a full month in this respect.
- 12.3. Payment leading to discharge of the client can only be made by a transfer to the bank account(s) held by Ox Power at the bank institution in the Netherlands selected by Ox Power, or by payment in cash in exchange for proper proof of payment.
- 12.4. If the client is in default and has not met its obligations even after receiving a demand, and Ox Power takes collection measures against it, the costs relating to this collection will be borne by the client, with a minimum of 15% of the due invoices and in accordance with the statutory standards. If the actual extrajudicial costs incurred are higher than ensues from the above, the costs actually incurred will be owed, at Ox Power's discretion.
- 12.5. All receivables of Ox Power against the client will be immediately due and payable if:
- a payment period has been overrun;
  - a petition for bankruptcy has been submitted with regard to the client, the client has been declared bankrupt or has applied for a moratorium or for statutory debt rescheduling;
  - attachment has been imposed on goods or receivables of the client;
  - the client (legal entity) is wound up or liquidated, or it disposes of its interests in its own enterprise without the prior permission of Ox Power;
  - the client (natural person) is placed under guardianship, enters the statutory debt rescheduling program, loses the free disposition of his or her assets or dies.
- 12.6. In the event of an order issued jointly by multiple natural persons/legal entities, the clients will be jointly and

severally liable for full payment of the invoice amount inasmuch as the delivery of work takes place for the benefit of the joint clients.

### XIII. Complaints

- 13.1. A claim pertaining to the work performed or the invoice amount must be submitted in writing to Ox Power within 30 days of performance of the work about which the client is claiming, or within 30 days of discovery of the defect if the client demonstrates that it could not reasonably discover the defect earlier when taking receipt or during delivery. Claims received after this will no longer be eligible for processing.
- 13.2. The burden of proof regarding the eligibility of the claim rests on the client and must be provided in writing to the satisfaction of Ox Power.
- 13.3. Each right to claim will lapse if:
- a. the goods are transported, handled, used, processed or stored by or on behalf of the client improperly, inexpertly or contrary to instructions provided by or on behalf of Ox Power;
  - b. the goods are processed or treated by or on behalf of the client itself;
  - c. the client does not comply with any obligation to Ox Power to which it is subject under the underlying agreement, or does not comply properly or promptly.
- 13.4. In the event that a claim is made by the client in good time, and which is founded in the opinion of Ox Power, with regard to a quality defect in relation to the agreed order or standard, Ox Power will endeavour to remedy this within the shortest possible period. The client is required to keep the good, with regard to which a claim has been made, available for Ox Power for a reasonable period, and in any event for 20 working days, and take all due care which may reasonably be expected of it.
- 13.5. If the quality divergence from the agreed standard is of a negligible nature with regard to the total delivered on the delivery/completion date, no replacement will take place, but Ox Power will only be required to reimburse the demonstrable lower value.
- 13.6. The client will lose all rights and authorisations to which it is entitled on the grounds of defectiveness if it does not submit a claim within the periods stated above or has not offered Ox Power the opportunity, in writing, to remedy the defects within a reasonable period. After the end of the periods referred to above, the delivered items will be deemed irrevocably and unconditionally accepted by the client.
- 13.7. Claims as referred to in 13.1 do not suspend the payment obligation of the client.
- 13.8. In the event of a claim submitted in a timely and correct manner, Ox Power will be entitled to choose between adjusting the amount charged, implementing improvements to the rejected work at no charge or full or partial nonrealisation of the order, or the remaining part thereof, subject to proportionate reimbursement of the invoice already paid by the client.

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### **XIV. Liability**

- 14.1. If an error is made due to the client having provided Ox Power with incorrect or incomplete information, the maintenance of the product by the client has not been carried out exclusively with the resources of Ox Power and/or by or on behalf of Ox Power or has not provided the necessary information or other information, or not provided it on time, Ox Power can never be held liable for loss occurring as a result or consequence of this, and Ox Power accepts no liability for this.
- 14.2. The liability of Ox Power in the context of any shortcomings relating to the goods or products delivered by it and/or services provided by it is limited to the amount of the purchase amount for the items delivered for the value of the service provided, as shown from the agreement pertaining to the delivery or services. The liability of Ox Power will always be limited to the amount it receives in the matter from its corporate liability insurance company after determination of the liability. If and inasmuch as no payment under said insurance policy takes place, for any reason, every liability of Ox Power is further excluded.
- 14.3. Except in cases of intent or deliberate recklessness, Ox Power can never be held liable for a defect in a good or product delivered or a fault in the additional services provided which is the result of any defect in or processing method used by a raw material supplied to it by a third party or a complete product or semimanufactured products supplied to it by a third party.
- 14.4. Ox Power does not accept any liability in the context of delivery to or services provided to the client for indirect loss, such as but not limited to: trading loss, consequential loss or demurrage, waiting times and loss of income and profit, loss of customers, environmental damage, damage to name and/or goodwill, which the client suffers as a result of the goods delivered demonstrating or having a defect or the services having not been performed correctly, unless the client can demonstrate intent or deliberate recklessness on the part of Ox Power or the client can demonstrate that Ox Power was aware of the defect, and the client can specify and prove the level of its loss.
- 14.5. Contrary to the statutory prescription periods, each claim against Ox Power in this context, except those which are acknowledged in writing by or on behalf of Ox Power, will lapse and become prescribed by the mere passing of 12 months after said claim comes into being.
- 14.6. The employees of Ox Power or auxiliary persons engaged by Ox Power in the performance of the agreement can invoke against the client all defences which can be derived from the agreement as if they themselves were party to said agreement.
- 14.7. The client must fully indemnify Ox Power, its employees and the auxiliary persons engaged by it against every form of liability in the context of the realisation of the agreement. In the context of the obligation to indemnify, the purchaser will be required, inter alia, to reimburse the reasonable costs of defence against third-party claims.

- 14.8. Ox Power will at all times exercise due care when engaging third parties. Ox Power will not be liable for any shortcomings of these third parties.
- 14.9. The exclusion of liability will also apply in the event of force majeure as referred to in article X.
- 14.10. The exclusion of liability will not be applicable in cases of intent or gross negligence on the part of Ox Power and/or its subordinates. The burden of evidence in this respect rests on the client.
- 14.11. The client indemnifies Ox Power against all third-party claims relating directly or indirectly to the realisation of an agreement.

### **XV. Guarantee**

- 15.1. Within the limits of the provisions below, Ox Power enters into the obligation to remedy defects which were already present at the time of the delivery/completion, but which only occurred for the first time after the delivery/completion, at no charge.
- 15.2. This obligation only applies to defects which were not reasonably observable at the time of delivery/completion and with correct commissioning, and which came to light during correct use of the product maintained with resources of Ox Power and maintained by or on behalf of Ox Power. It does not apply to defects which are the result of insufficient maintenance by the client, changes or repairs not carried out by or on behalf of Ox Power or normal wear and tear for which the client is liable.
- 15.3. Products newly delivered by Ox Power are subject to a guarantee of 12 months after receipt, assembly or completion. Work performed on products is subject to a guarantee of 3 months as of the moment of the work on the product in question has been carried out.
- 15.4. In order to be able to invoke the guarantee, the client must:
- make a plausible case that the defects in question can be attributed to Ox Power;
  - submit notification of the defects encountered to Ox Power in writing by registered letter within the set period of 30 days after their discovery;
  - grant every cooperation to Ox Power to enable it to remedy the defects within a reasonable period.
- 15.5. The guarantee referred to in the previous paragraphs will lapse if:
- written notification is not sent to Ox Power of defects in the plant as quickly as possible after they were discovered or could reasonably have been discovered;
  - defects are caused by an error, inexpert use or failure on the part of the client which issued the order or its legal successor, or by external causes;
  - the defect is not a consequence of the work or the order;
  - instructions are given to a third party during the guarantee period without written permission of or on behalf of Ox Power, the nature of which is to take measures on the plant, or if the client itself has taken such measures, on the understanding that the guarantee will not lapse if

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this is not justified in view of the nature and scale of the measures taken;

- e. no periodic maintenance is carried out during the guarantee period on the product that requires maintenance whether the products have been maintained with resources of Ox Power or by or on behalf of Ox Power;
- f. the client has not fully met all its payment obligations to Ox Power.

15.6. The defective parts replaced by Ox Power under the guarantee obligation will become its property.

#### **XVI. Applicable law and choice of forum**

- 16.1. The law of the Netherlands applies to all agreements between Ox Power and the client, to the exclusion of all other countries' laws.
- 16.2. The Vienna Sales Convention (CISG of 11 April 1980) will not be applicable to the agreements entered into between Ox Power and the client.
- 16.3. Each dispute arising from the agreement entered into between Ox Power and the client, or services, including collection of a receivable, will be subject exclusively to the judgment of the competent judge at the Gelderland Court of Arnhem, with the exception of disputes which by law belong to the competence of the Subdistrict Court.
- 16.4. In the event of a difference of interpretation between a provision of the Dutch version of these terms and conditions and their translation in another language, the Dutch version will be decisive and binding to the exclusion of all others.

These terms and conditions were filed with the registry of the District Court of Gelderland in Arnhem on 11 March 2022 under number 7/2022.