



GENERAL TERM OF SALE CONDITIONS OF CLEAN SOLUTIONS GROUP

1. Definitions

"GCS" are these General Terms and Conditions of Sale of Clean Solutions Group.

"CLEAN SOLUTIONS GROUP" is Clean Solutions Group and its subsidiaries.

"Buyers" are the business partners who purchase Contract Products from Clean Solutions Group.

"Contract Products" are the movable goods to be supplied or sold by Clean Solutions Group.

2. General, scope of application

- 2.1. These GCS apply exclusively to all business relations between Clean Solutions Group and the Buyers; any terms and conditions of the Buyers which conflict with or deviate from these GCS shall not be applicable unless the Clean Solutions Group has expressly agreed to their validity in writing. These GCS shall also apply if Clean Solutions Group carries out the delivery without reservation in the knowledge of terms and conditions of the Buyer which conflict with or deviate from these GCS.
- 2.2. The GCS apply in particular to contracts for the sale and/or delivery of movable goods ("Contract Products"), regardless of whether Clean Solutions Group manufactures the Contract Products itself or purchases them from suppliers. Unless otherwise agreed, the GCS in the version that is in force at the time of the Buyer's order or at least in the version last provided to the Buyer in text form shall also apply as a framework agreement for similar future contracts without Clean Solutions Group having to refer to them again in each individual case.
- 2.3. Individual agreements made in individual cases with the Buyer (including side agreements, supplements and amendments) shall in any case prevail over these GCS, provided that such is agreed / confirmed in writing by Clean Solutions Group. Subject to proof to the contrary, the content of such agreements shall be governed by a written contract or written confirmation of Clean Solutions Group.
- 2.4. Legally relevant declarations and notifications to Clean Solutions Group after conclusion of the contract (e.g. setting of deadlines, reminders, declaration of withdrawal) must be made in writing.
- 2.5. The statutory law applies unless directly amended or expressly excluded in these GCS.

3. Conclusion of contract and offers

- 3.1. Quotations made by Clean Solutions Group are subject to change and are non-binding and subject to prior sale of the products quoted, unless expressly marked as binding. An offer or quotation is valid for a maximum of 1 month, unless expressly stated otherwise on the quotation. If the offer is not accepted within the applicable period, the offer expires.
- 3.2. Increases in the cost prices of products or parts thereof, which could not be foreseen at the time the offer was made or the agreement or contract product was concluded, may give rise to price increases. In this case, the Buyer is entitled to rescind the contract as a result of the price increase, unless the increase is the result of a statutory regulation.
- 3.3. Any order of goods by the Buyer shall be deemed a binding contractual offer. Unless otherwise stated in the order, Clean Solutions Group shall be entitled to accept this contractual offer within two (2) weeks after its receipt.
- 3.4. Any documents (data, samples, or the like) supplied by the Buyer shall be binding; the Buyer shall be liable for their content, technical feasibility and completeness; Clean Solutions Group shall not be obliged to carry out a verification thereof.
- 3.5. No rights can be derived from the samples provided by Clean Solutions Group unless the parties have expressly agreed that the products to be delivered correspond to the sample.

4. Delivery time and delay in delivery

- 4.1. Unless expressly agreed otherwise, any information on the delivery date is only an approximate estimate. A delivery period shall not commence before all details of the performance have been clarified and before both parties have agreed on the terms of the order. Agreed delivery dates will be postponed accordingly.
- 4.2. If Clean Solutions Group is unable to deliver on time, due to force majeure, (such as but not limited to labour disputes for which the Clean Solutions Group is not responsible, governmental actions, shortage of energy or raw materials, epidemics, transport shortages or obstacles, operational impediments e.g. due to fire, water and/or machine damage or other disruptions in the course of operations of Clean Solutions Group or its suppliers/subcontractors for which Clean Solutions Group is not responsible and which are provably of significance) Clean Solutions Group shall inform the Buyer thereof without delay. In such cases, Clean Solutions Group shall be entitled to postpone the delivery date by the time of the duration of the event of force majeure or disruption, provided that the Buyer has been informed accordingly. If delivery becomes impossible as a result thereof, the obligation to deliver shall lapse and no damages shall be



awarded. If the Buyer proves that subsequent performance resulting from the

delay is of no interest to him, he may withdraw from the contract under exclusion of further claims. If the event of force majeure or disruption lasts longer than one month, Clean Solutions Group may withdraw from the contract with respect to the unfulfilled part if it has fulfilled the above information obligation and insofar as it has not agreed to the procurement risk or a delivery guarantee.

- 4.3. Clause 4.2 shall apply accordingly insofar as Clean Solutions Group has concluded a corresponding purchase transaction prior to conclusion of the sales contract with the Buyer which would have enabled Clean Solutions Group to fulfil its contractual delivery obligations towards the Buyer if that corresponding purchase transaction would have been executed properly, and if Clean Solutions Group was not supplied, not supplied correctly and/or not supplied on time by its supplier and if Clean Solutions Group is not responsible for this.
- 4.4. If Clean Solutions Group is in delay in performance, the Buyer shall be entitled to set a reasonable grace period in writing and to withdraw from the contract after its fruitless expiry. The setting of a grace period is not necessary if Clean Solutions Group seriously and finally refuses performance or if special circumstances exist which justify immediate withdrawal from the contract after considering the interests of both parties.
- 4.5. Clean Solutions Group shall only be liable for damages in accordance with section no. 9 of these GCS. Any claim from Buyer for compensation or damages as consequence of a withdrawal is explicitly excluded. Furthermore, the statutory rights of the Clean Solutions Group shall remain unaffected, in particular in the event of exclusion of the obligation to perform (e.g. due to impossibility or unreasonability of performance and/or subsequent performance).

5. Performance, delivery, passing of risk, default of acceptance

- 5.1. Unless expressly agreed otherwise, delivery shall be Ex Works (Incoterms 2020). The place of performance of the delivery and of any subsequent performance shall also be there. At the Buyer's request and expense, the Contract Products shall be shipped to another destination. Unless otherwise specified, Clean Solutions Group shall be entitled to determine the type of shipment (in particular the transport company, shipping route, packaging). Clean Solutions Group always reserves the right to co-packaging fully finished and sealed products in other packaging by a third party service provider. Where appropriate, customer can obtain information with regards to products purchased by them.

- 5.2. Clean Solutions Group shall be entitled to make partial deliveries insofar as this is reasonable for the Buyer under consideration of his interests.
- 5.3. The risk of accidental loss and accidental deterioration of the Contract Products shall pass to the Buyer at the time of delivery at the latest Ex Works (Incoterms 2020). If shipment has been agreed, the risk of accidental loss and accidental deterioration of the Contract Products shall pass to the Buyer upon handover to the carrier, freight forwarder or any other person or institution designated to carry out the shipment. This shall also apply if Clean Solutions Group has covered the transport costs or if Clean Solutions Group has advanced such costs for the Buyer or if partial deliveries are made. If shipment or delivery is delayed for reasons for which the Buyer is responsible, the risk shall pass to the Buyer from the day on which the contractual products are ready for shipment and on which the Buyer has been notified thereof.
- 5.4. If the Buyer is in default of acceptance or if the delivery is delayed for reasons for which the Buyer is responsible, Clean Solutions Group shall be entitled to demand compensation for the resulting damage including additional expenses. In this case, the Contract Products shall be stored at the Buyer's risk and the Buyer shall be charged for storage.
- 5.5. If one of the international trade clauses "Incoterms" developed by the International Chamber of Commerce (ICC) has been agreed for the respective contract, the respective current version of these "Incoterm" shall apply. "Incoterms" shall apply only to the extent that they do not conflict with these GCS and any other agreements made.

6. Prices and terms of payment

- 6.1. Unless otherwise agreed, the current prices of Clean Solutions Group at the time of conclusion of the contract and the Incoterm Ex Works shall apply. The statutory value added tax is not included in Clean Solutions Group B.V. | General Conditions of Sale 3 November 2020 the prices; such tax is listed separately in the invoice at the statutory rate on the day of invoicing. The Buyer shall bear any further costs and charges (incl. any charges for packaging licensing).
- 6.2. In the case of sales shipment (Clause 5.1 of the GCS), the Buyer shall bear the transport costs ex warehouse and the costs of any transport insurance requested by the Buyer. Any customs duties, fees, taxes and other public charges shall be borne by the Buyer.
- 6.3. The purchase price is due without any deduction and must be paid within 14 days of invoicing and receipt of the invoice.
- 6.4. The Buyer shall be in payment default upon expiry of the above payment period. During the period of payment default, the purchase price shall bear interest at the statutory commercial interest rate (*wettelijke handelsrente*)



applicable at the time. Clean Solutions Group reserves the right to claim further damages for delay.

- 6.5. The Buyer shall only be entitled to set-off and retention rights to the extent that his claim is legally established or undisputed. In the event of defects in the delivery, the Buyer's counterclaims under the same contract, in particular under Section 8 of these GCS, shall remain unaffected.

7. Retention of title

- 7.1. Until full payment of all present and future claims arising from the purchase contract and the ongoing business relationship in relation to the Contract Products (Secured Claims) has been made, Clean Solutions Group reserves ownership of the Contract Products.

- 7.2. The Contract Products subject to retention of title may neither be pledged nor transferred by way of security to third parties until the Secured Claims have been fully paid. The Buyer shall immediately notify Clean Solutions Group in writing if a petition for the opening of insolvency proceedings is filed or if third parties seize the goods belonging to Clean Solutions Group (e.g. distrains).

- 7.3. In the event of breach of contract by the Buyer, in particular non-payment of the due purchase price, Clean Solutions Group shall be entitled to withdraw from the contract in accordance with the statutory provisions and/or to demand the return of the Contractual Products on the basis of retention of title. The demand for the return of the goods does not at the same time include the declaration of withdrawal; Clean Solutions Group is rather entitled to demand the return only of the Contract Products and to reserve the right to withdraw from the contract. If the Buyer does not pay the due purchase price, Clean Solutions Group may only assert these rights if it has previously unsuccessfully set a reasonable deadline for payment to the Buyer or if such setting of a deadline is dispensable under the statutory law.

- 7.4. Until revocation pursuant to para. c) of this Clause 7.4, the Buyer shall be entitled to resell and/or process the Contract Products subject to retention of title in the ordinary course of business. In this case, the following provisions shall apply additionally.

- a) The retention of title extends to the full value of the products resulting from the processing, mixing or combining of the Contract Products of Clean Solutions Group, in which case Clean Solutions Group shall be deemed the manufacturer. If the ownership rights of third parties remain in force during processing, mixing or combination with goods of third parties, Clean Solutions Group shall acquire co-ownership in the ratio of the respective invoice values of the processed, mixed or combined Contract Products. Apart from that, the provisions

that apply to the Contractual Products delivered under retention of title shall *mutatis mutandis* apply to the products resulting from the processing, mixing or combining of the Contract Products.

- b) Any claims against third parties arising from the resale of the Contract Products or the manufactured product shall already now be assigned by the Buyer to Clean Solutions Group as security in total or in the amount of the possible co-ownership share of Clean Solutions Group in accordance with the preceding paragraph. Clean Solutions Group hereby accepts such assignment. The obligations of the Buyer as described in Section 7.2 shall also apply with regard to the assigned claims.
- c) The Buyer shall remain authorized to enforce the assigned claims alongside Clean Solutions Group. Clean Solutions Group undertakes not to demand payment of the claims as long as the Buyer meets his payment obligations towards Clean Solutions Group, there is no lack of ability to perform and Clean Solutions Group does not assert the retention of title by exercising a right in accordance with Section 7.3. However, if this is the case, Clean Solutions Group may demand that the Buyer discloses the assigned claims and their debtors, provides all information required for collection, hands over the relevant documents and notifies the debtors (third parties) of the assignment. In this case, Clean Solutions Group shall also be entitled to revoke the Buyer's authority to further sell and process the Contract Products subject to retention of title.
- d) If the liquid value of the securities exceeds the claims of Clean Solutions Group by more than 10%, Clean Solutions Group shall release securities at the discretion of Clean Solutions Group at the request of the Buyer.

8. Intellectual property rights

- 8.1. Clean Solutions Group reserves its rights and powers under the Copyright Act.

- 8.2. All intellectual property rights to all analyses, designs, reports, quotations, preparatory material thereof developed or made available under the terms of the agreement shall belong exclusively to Clean Solutions Group and/or its licensors and may not be produced, imitated or shown to third parties or made available to them in any form without Clean Solutions Group's prior written consent, in whole or in part, for any purpose whatsoever, unless required by implementation of the Law. Buyer shall be entitled to reproduce reports solely for internal use by its personnel and its consultants.

- 8.3. Buyer is not permitted to remove or alter any indication of copyright, trademarks, trade



names or other intellectual property rights from the materials.

- 8.4. Clean Solutions Group shall indemnify the Buyer against any legal claim based on the allegation that materials developed by Clean Solutions Group infringe any intellectual property right applicable in the Netherlands and/or Belgium, provided that the Buyer notifies Clean Solutions Group immediately in writing of the existence and content of the legal claim and leaves the handling of the matter, including the conclusion of any settlements, entirely to Clean Solutions Group. Buyer shall provide the necessary powers of attorney, information and cooperation to Clean Solutions Group for this purpose.
- 8.5. The obligation to indemnify under subsection 6.5 shall lapse if and to the extent that the infringement in question relates to changes made by Buyer to the materials or caused to be made by third parties.
- 8.6. On Clean Solutions Group materials a Clean Solutions Group registered name and/or logo will be used as well as the Clean Solutions Group name unless expressly agreed otherwise in writing.

9. Warranty rights

- 9.1. Purchaser is obliged to check the goods upon receipt as to their identity and quality. Visible defects must be reported in writing within 3 working days after the product is made available. Products may never be returned without the written consent of Clean Solutions Group.
- 9.2. The statutory law shall apply to the Buyer's rights in the event of material defects and defects of title (including incorrect and short delivery), unless otherwise specified below.
- 9.3. Liability for defects is primarily based on the agreement reached regarding the quality of the Contractual Products. All product descriptions and manufacturer details that are the subject of the respective sales contract and that were made public by Clean Solutions Group at the time of conclusion of the respective sales contract (in particular in catalogues or on the homepage of Clean Solutions Group) shall be deemed to be an agreement on the quality of the Contract Products.
- 9.4. If the quality has not been agreed, the statutory law shall determine whether there is a defect. . Clean Solutions Group accepts no liability for:
 - a) public statements made by third parties (e.g. advertising statements) or other assumptions to which the Buyer has not referred as decisive for the Buyer's purchase.
 - b) if product proves unsuitable for the special purpose for which the buyer or his customers intended them. The warranty of the goods against hidden defects and non-conforming products is limited to 14 days from the day the goods are delivered.
- c) visible transport damage to goods and/or packaging not noted on the CMR or other transport document of carrier.
- d) hidden defects if the indicated instructions for use were not followed or the goods are handled improperly.
- 9.5. The Buyer's warranty rights require that he has duly complied with his statutory inspection and complaint obligations.
- 9.6. If a delivered item or a manufactured work is defective, Clean Solutions Group shall be entitled, at its discretion, either to remedy the defect or to deliver defect-free items to the Buyer or, in the case of a contract for work and services, to manufacture a new work (subsequent performance).
- 9.7. Clean Solutions Group shall be entitled to make the subsequent performance owed dependent on the Buyer paying the purchase price due, but the Buyer shall be entitled to retain a reasonable part of the purchase price in relation to the defect.
- 9.8. The Buyer shall give Clean Solutions Group the time and opportunity required for the owed subsequent performance, in particular the Buyer is obliged upon request to hand over the rejected Contract Products for inspection purposes.
- 9.9. The expenses necessary for the purpose of inspection and subsequent performance, in particular transport, travel, labour and material costs, shall be borne and/or reimbursed by Clean Solutions Group in accordance with the statutory law if a defect actually exists. In all other cases, Clean Solutions Group may demand compensation from the Buyer for the costs incurred as a result of the unjustified request to remedy the defect (in particular inspection and transport costs), unless the Buyer was unable to recognize the absence of defects.
- 9.10. If the subsequent performance has failed or a reasonable period set by the Buyer for the subsequent performance has expired unsuccessfully or is dispensable according to the statutory law, the Buyer may withdraw from the purchase contract or reduce the purchase price. In the case of an insignificant defect, however, there is no right of withdrawal. Any claim from Buyer for compensation or damages as a consequence of a withdrawal, ex section 6:277 DCC, is explicitly excluded.
- 9.11. Claims of the Buyer for damages or reimbursement of futile expenses, also in the case of defects, shall only exist in accordance with Section no. 9 of these GCS and shall otherwise be excluded.

10. Further liability

- 10.1. Unless stated otherwise in these GCS, Clean Solutions Group shall be liable for any breach of



contractual and non-contractual obligations in accordance with the statutory law.

- 10.2. Subject to the provisions of clause 9.3, Clean Solutions Group shall be liable for damages - irrespective of their legal grounds - only in the event of intent and/or gross negligence, including intent and/or gross negligence of Clean Solutions Group's senior management. Except for intentional breach of duty by the Clean Solutions Group shall not be liable for any indirect/consequential damages such as - but not limited to - missed profits, business interruption, reputational damage..
- 10.3. The foregoing exclusions and limitations of liability shall not affect claims for damages arising from injury to life, limb and health or claims of the Buyer based on the product liability (section 6:185 DCC) and other mandatory statutory liability provisions.
- 10.4. Insofar as liability for damages towards Clean Solutions Group is excluded or limited, this shall also apply with regard to the personal liability for damages of its employees, workers, co-workers, representatives and vicarious agents that is based on the same legal grounds.
- 10.5. In the event of a breach of duty that does not consist of a defect in the product, the Buyer may withdraw or terminate the contract if Clean Solutions Group is responsible for the breach of duty. Any claim from Buyer for compensation or damages as a consequence of a withdrawal, ex section 6:277 DCC, is explicitly excluded. A free right of termination of the Buyer is excluded. Apart from that, the statutory requirements and legal consequences shall apply.
- 10.6 Clean Solutions Group shall not be liable for any intellectual property infringement that is caused by the Buyer's instructions.

11. Limitation period

- 11.1. The claims of the contracting parties against each other shall lapse in accordance with the statutory law, unless otherwise specified below.
- 11.2. Claims of the Buyer arising from material defects and defects of title shall lapse within one year of delivery. If acceptance has been agreed, the limitation period shall commence upon acceptance.
- 11.3. Mandatory statutes of limitation shall remain unaffected. The relief from the statute of limitations mentioned in section 11.2 does not apply to claims due to injury to life, limb or health, to claims due to intent and / or gross negligence. If the last contract in the supply chain is a sale of consumer goods (i.e. in the case of final delivery of the contractual products to a consumer), the statutory limitation periods in this regard in relation to section 7:23 DCC shall also remain unaffected.
- 11.4. The periods of limitation pursuant to Clauses 11.2 and 11.3 for claims based on material defects and defects of title shall apply *mutatis mutandis* to any other contractual and non-

contractual claims for damages by the Buyer based on a defect in the Contract Products. However, if, the application of the statutory limitation rules should result in an earlier limitation of the competing claims, the statutory limitation period shall apply to the competing claims. The statutory limitation periods regarding product liability (section 6:185 DCC) shall remain unaffected in any case.

- 11.5. Insofar as the limitation period for claims against Clean Solutions Group is shortened pursuant to Clauses 11.2 to 11.4, this shortening shall apply *mutatis mutandis* to any claims of the Buyer against the legal representatives, employees, staff, agents and vicarious agents of Clean Solutions Group based on the same legal basis.

12. Extraordinary termination

Clean Solutions Group is entitled to terminate any or all contracts arising from the business relationship with the Buyer for good cause without notice, if, after conclusion of the contract, the economic situation of the Buyer deteriorates significantly and the proper performance of the Buyer's obligations towards Clean Solutions Group appears to be at risk. This is particularly the case if the Buyer is subject to sustained seizures or execution measures.

13. Code of Conduct, compliance and anti-corruption

- 13.1. The Buyer accepts the Code of Conduct of CLEAN SOLUTIONS GROUP (in its respective current version; available at <https://www.cleansolutionsgroup.eu>) as the basis for the relationship between the Buyer and Clean Solutions Group.
- 13.2. The Buyer warrants that its business activities are in accordance with (i) the statutory law, (ii) other applicable legal provisions and (iii) all contractual agreements with Clean Solutions Group. The Buyer also warrants that sufficient organizational measures have been taken in his company to ensure compliance with the requirements described in sentence 1 above.
- 13.3. It is strictly prohibited for the Buyer to offer, promise or grant advantages to employees (including their relatives) of the CLEAN SOLUTIONS GROUP for their work. If the Buyer violates this prohibition, Clean Solutions Group may extraordinarily terminate the contract with immediate effect.

14. Data protection

- 14.1. The processing of personal data takes place exclusively in compliance with data protection regulations. Clean Solutions Group processes personal data, which the Buyer transmits to Clean Solutions Group, for the processing of the respective order as well as for future orders and stores them in the Group's internal computer system. This means that all locations of CLEAN SOLUTIONS GROUP



(www.cleansolutionsgroup.eu) have access to this data. This is necessary and in the legitimate interest of Clean Solutions Group, because the companies in the CLEAN SOLUTIONS GROUP work together on a division of labour basis and only in this way the customer's requests can be met and processed in the best possible way. Personal data will only be used for other purposes if the data subject has consented to such other use or if there is another legal permission for such other use.

- 14.2. In the event of a transfer of personal data to Clean Solutions Group, the Buyer is obliged to inform the data subjects in due time about the data processing by Clean Solutions Group in accordance with Article 14 of the EU General Data Protection Regulation No. 2016/679; Clean Solutions Group refrains from providing information to the data subjects. On request, Clean Solutions Group will provide the Buyer with the information necessary to fulfil the information obligations under the previous sentence.

15. Severability clause, choice of law and place of jurisdiction

- 15.1. These GCS and the contractual relationship between Clean Solutions Group and the Buyer shall be governed by Dutch law excluding international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods (CISG).
- 15.2. If the Buyer is a professional party, a legal entity under public law or a special fund under public law, the exclusive - also international - place of jurisdiction for all disputes arising from the contractual relationship shall be Amsterdam, the Netherlands. Prevailing statutory provisions, in particular regarding exclusive jurisdiction, remain unaffected.
- 15.3. In the event of the invalidity of individual provisions of these GCS, the remaining provisions shall remain fully effective. Ineffective provisions shall be replaced by provisions which come as close as possible to the economic result in accordance with the purpose pursued by the ineffective provision.