



GENERAL TERM OF SALE CONDITIONS OF CLEAN SOLUTIONS GROUP

1. Definitions

"GSC" are these General Terms and Conditions of Service of Clean Solutions Group.

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

"Contractor" is the firm that undertakes a contract to provide materials or labour to perform a service or do a job. Hereinafter, called "Clean Solutions Group" or "Contractor".

"Client" is the Contractor's contractual counterparty.

2. General, scope of application

2.1. These GCS apply exclusively to all business relations between Clean Solutions Group and the Contractors; any terms and conditions of the Contractors 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 service without reservation in the knowledge of terms and conditions of the Contractor which conflict with or deviate from these GCS.

2.2. The nullification or invalidity of any stipulation of these conditions does not affect the validity of the remaining conditions. In the case of the nullification or invalidity of any stipulation of these conditions that stipulation which most nearly covers the stipulation declared null is to be regarded as valid. 1.4 Any deviation from these conditions applied or tolerated at any time by Clean Solutions Group to the advantage of the Client never gives the latter the right to appeal to such at a later date or to demand the application of such deviation as an established fact.

2.3. 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.

2.4. The statutory law applies unless directly amended or expressly excluded in these GCS.

3. Realization of the agreement

3.1. All offers and all agreements entered into by Clean Solutions Group take place on the two following deferring conditions: (i) the Client is found creditworthy, (ii) the agreement is to be accommodated with a credit insurance company, factoring company or similar enterprise.

3.2. All agreements including price quotations, brochures and price lists - are without

obligation and may be revoked without any prescribed form, even after acceptance of the offer by the Client. Rescission after acceptance by the Client is to occur without delay.

3.3. An order is only binding on Clean Solutions Group to the extent that this has been made in writing by it and accepted without conditions.

3.4. (Purchase) agreements may not be rescinded by the Client without the written permission of Clean Solutions Group. An agreed cancellation results in the fact that costs already made as also the amount of the loss of profit and any losses are for the account of the Client.

3.5. Any subsequent agreement between Clean Solutions Group and the Client, whether or not entered into on the execution of the agreement, is only regarded by Clean Solutions Group as having been realized on the written agreement of Clean Solutions Group.

3.6. Sales of custom made products/machines are always final and can't be cancelled.

3.7. Any unmistakable error(s) in the offer made by Clean Solutions Group dismiss the latter from its obligation to supply and/or any damages arising therefrom, even once the agreement has been made.

4. Prices

4.1. 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 2 months, unless expressly stated otherwise on the quotation. If the offer is not accepted within the applicable period, the offer expires.

4.2. Furthermore the price may be increased once the agreement has been entered into based on such external factors as: increase of taxes, prices of external suppliers, currency rates, basic materials, freight charges, wages and/or social contributions, import charges, levies or other charges.

4.3. Costs of suitable packaging and dispatch may be invoiced separately. Clean Solutions Group is free in the choice of such packaging and dispatch.

5. Delivery time

5.1. The delivery time, unless explicitly agreed otherwise is only indicated as an estimate and can never be regarded as absolute. Any transfer of the delivery time does not give the Client the right to any compensation of damages; neither can the Client make any claims in this respect on rescission of the agreement.

5.2. Clean Solutions Group is entitled to suspend further execution of his activities for as long as the Client has not met all his obligations towards Clean Solutions Group. This suspension right is valid until the time that the Client has finally met his obligations, unless Clean Solutions Group has meanwhile made use of its



right to rescission of the agreement. The above does not impede the right to compensation of damages.

6. Execution of the activities

- 6.1. The agreement made by Clean Solutions Group will be carried out to the best of its ability. Deviations of a secondary nature do not give the Client any right to rescission and/or compensation of damages.
- 6.2. Any offer made by Clean Solutions Group includes solely the activities described therein and the services rendered. In no case may it be required to carry out extra activities and/or services, to whatever extent such extra activities and/or services may be connected to those described in the offer.
- 7.3. Clean Solutions Group reserves the right to carry out more activities than agreed and to charge the Client for such if such activities are in the interest of the Client and/or for the correct execution of the assignment. The Client is to be informed as quickly as possible regarding the execution of such supplementary activities.
- 7.4. Should JetCleaning B.V. sell the product based on technical directions provided by the Client, this latter guarantees the correctness of such details. Should the product not be able to be installed due to incorrect details the account and risk are for the Client.
- 7.5. Should the parties have agreed that Clean Solutions Group is to be responsible for the installation of the product sold by it, the Client is to ensure that on the date fixed by Clean Solutions Group all provisions have been made to make assembly possible. The Client is thus to make available sufficient space, water and electrical points, etc.

7. Inspection/testing/warranty

- 7.1. The Client is to inspect the product within eight days of supply or of the assembly/installation being carried out by Clean Solutions Group. The costs of the inspection are for the account of the Client.
- 7.2. Should a trial have been agreed, the Client is to give Clean Solutions Group the opportunity after receipt, or if assembly/installation has been agreed after such assembly/installation, to carry out the necessary tests, as also those improvements and amendments that Clean Solutions Group may consider necessary. The reception tests are to be carried out without delay at the request of Clean Solutions Group for this purpose in the presence of the Client. Should the reception trials be executed without specific or valid complaint or if the Client does not meet his obligations, the product is to be considered to have been accepted.
- 7.3. The Client is to make the necessary facilities available in sufficient measure, in good time, without charge and correctly placed for the reception tests and for any tests (all necessary

personnel, pieces of equipment, assistance and business materials, water, current, heating and lighting) as also representative samples of any materials to be treated or processed.

- 7.4. In the case of matters that are to be repaired, altered or which are to be transported for other activities to any workshop or storage place to be indicated by Clean Solutions Group, the travelling and accommodation costs are for the account of the Client who is obliged to pay to Clean Solutions Group and/or to indemnify the owner of the workshop or storage place against possible claims of third parties or of itself. All warranties are on ex works basis. Travel expenses and working hours will be invoiced by Clean Solutions Group.

8. Dispatch and risk

- 8.1. All matters dispatched by Clean Solutions Group are transported for the account of and at the risk of the addressee/Client. Returned materials are for the account of and at the risk of the dispatcher.
- 8.2. Any risk for goods is transferred to the Client at the time that these have left the factory/store of Clean Solutions Group.

9. Circumstances beyond one's control

- 9.1. All circumstances not due to the intention and/or through no fault of Clean Solutions Group which are of such a nature that observation of the present agreement cannot reasonably or no longer fully be required, gives Clean Solutions Group the right to rescind the agreement in whole or in part and/or to suspend execution thereof without any obligation to compensation for damages.
- 9.2. All circumstances mentioned in the previous paragraph of this article can be, for example; due to incomplete and/or delayed delivery by our suppliers, war and danger or war, whole or partial mobilisation, riot, civil war, import and export restrictions, measures taken by The Netherlands and/or foreign authorities which render the execution of the agreement difficult and/or more expensive than was envisaged on the entering into of the agreement, frost, strikes and/or business sit-ins, epidemics, traffic disturbances, loss or damage due to transport, fire, flood, failure in the supply of electricity, mechanical failure of machines, lack of raw materials and/or workers both in the business of Clean Solutions Group and of third parties from whom it has to obtain the necessary materials or raw materials.
- 9.3. In cases of circumstances beyond one's control Clean Solutions Group is entitled to amend the agreement to such a degree that the execution of the work is reasonably possible. The excess or reduced costs arising from the alteration of the order are to be settled between the parties whereas the Client is obliged to pay Clean Solutions Group a recompense for activities already undertaken but appearing to be of no



use and for instruction days, should these appear necessary. The settlement is to take place in the above case within 4 weeks of the time in which it became clear that the order could not be executed in the manner originally agreed.

10. Claims and responsibility

- 10.1. Cleans Solutions Group with the exception of that determined in the following sections, is never responsible for any damage whatsoever, including company damage which may arise for the Client from an agreement made with the B.V. The Client indemnifies Clean Solutions Group in this respect against claims of third parties.
- 10.2. The liability of Clean Solutions Group is limited to replacement of the defective goods supplied or part thereof or the return of the agreed price or a proportional amount thereof, all at the choice of Clean Solutions Group.
- 10.3. At the same time the Client will indemnify Clean Solutions Group against all actions and claims regarding infringement of any intellectual or industrial property rights belonging to third parties if such action or claim is the consequence either directly or indirectly of work carried out in accordance with the requirements or specifications of the Client.
- 10.4. Any claim, every right to claim and every defense of the Client against Clean Solutions Group is to expire within six months of the delivery of the goods, or at least after any deficiency could reasonably have been detected.
- 10.5. Furthermore, on penalty of the expiry of rights, all claims should be made by registered letter within 8 days of the delivery of the goods or at least after the deficiency could reasonably have been noted. Calcium removal has to be booked and paid separately. Normal deep cleaning will not remove calcium! Waiting hours will be invoiced after 30 minutes waiting. When the Clean Solutions Group and customer make an appointment and therefore an engineer of Clean Solutions Group is at customers location, customer has to make sure that engineer of Clean Solutions Group can start his work immediately and without waiting for more than 30 minutes per day.

11. Intellectual property rights

- 11.1. Clean Solutions Group reserves its rights and powers under the Copyright Act.
- 11.2. 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. The Client shall be entitled to reproduce reports solely for internal use by its personnel and its consultants.

- 11.3. Client is not permitted to remove or alter any indication of copyright, trademarks, trade names or other intellectual property rights from the materials.
- 11.4. Clean Solutions Group shall indemnify the Client 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 Client 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. Client shall provide the necessary powers of attorney, information and cooperation to Clean Solutions Group for this purpose.

12. Retention of title and surety

- 12.1. Clean Solutions Group reserves the right to all goods supplied by it until the time of complete payment of the price of all the matters delivered or to be delivered by him to the Client, as also regarding any further claims for any activities supplied by it in the framework of the delivery of goods and of that which Clean Solutions Group has to claim on account of its being remiss in the observation of the agreement made with Clean Solutions Group, including collection charges, interest and fines.
- 12.2. The transfer of the property of the goods only takes place after complete payment of all claims has been made as referred to in the previous section.
- 12.3. If and to the extent that Clean Solutions Group has received no payment of the claims due regarding that of which Clean Solutions Group has reserved the right, it is entitled without serving notice and without legal intervention and is as far as necessary irrevocably authorized by the Client to repossess the goods and the Client is obliged to grant Clean Solutions Group access in that respect to all the areas in use in his business, all without prejudice to the right of Clean Solutions Group to claim damages from the Client.
- 12.4. In the case also of deferred payment, application for suspension of payment, bankruptcy or liquidation of the business of the Client, Clean Solutions Group has the rights described in the previous section unless the trustee in bankruptcy or the administrator recognizes the obligations arising from this agreement as property debts.
- 12.5. The Client is entitled to sell the goods supplied by Clean Solutions Group of which the latter is the owner, for the benefit of Clean Solutions Group but however only to the extent that the like is customary within his normal business



practice, unless Clean Solutions Group has informed the Client that he is no longer entitled so to do.

- 12.6. The parties are agreed that the Client establish a non-possessory right of lien for the benefit of Clean Solutions Group on the goods supplied by Clean Solutions Group as soon as Clean Solutions Group loses the property rights for whatever reason, the like as security of the payment of all existing and future claims of the Client those of collection charges and interest being included. On the lack thereof all claims of Clean Solutions Group are immediately claimable and the latter is entitled to rescind the agreement(s) without prejudice to the right to damages.
- 12.7. The Client is forbidden to establish a non-possessory right of lien for the benefit of third parties on goods supplied by Clean Solutions Group (regardless of whether the latter is still the owner of such goods).
- 12.8. Clean Solutions Group may always require a banker's guarantee (to the extent that the goods purchased and supplied are not entirely paid for, as also before proceeding to delivery) or a similar surety as guarantee for payment of the sum due, or of that which is due after delivery. The Client is then obliged to provide such surety.
- 12.9. Clean Solutions Group may suspend delivery and/or declare the current agreement rescinded without judicial intervention if such surety as referred to above is not provided, notwithstanding its right to observation thereof and/or compensation for damages.

13. Payment

- 13.1. Payment is to be made within 30 days of the date of the invoice unless expressly agreed otherwise.
- 13.2. should the invoice not have been paid within 30 days Clean Solutions Group is entitled to charge interest equal to the legal interest increased by 2% annually, part of a month being seen as a whole month.
- 13.3. Should the amount of the invoice not have been paid in its entirety on the date that it is due Clean Solutions Group will be in neglect by the sole lapse of the period without summons or proof of default being required. Clean Solutions Group is then entitled to rescind the agreement without judicial intervention, the rights due to it, as referred to in the previous sections of this article, remaining unimpeded. Furthermore the Client is then bound to pay all costs to Clean Solutions Group that the latter is to make on the collection of the sums outstanding, in particular: (i) accounts of lawyers and counsels for their activities in and out of court, even in the case of their exceeding the amounts settled by the judge, bailiffs costs, acting managers and collection agencies as also all costs of foreclosure, (ii) the extrajudicial charges referred to above are set at 15% of the amount

of the main sum with a minimum of EUR 227,-, the costs of application for bankruptcy, (iii) the storage costs in the case of suspension of delivery.

14. Settlement/deferment

- 14.1. The Client is not permitted to settle any sum owed by him to Clean Solutions Group with sums which Clean Solutions Group may owe the Client.
- 14.2. Should temporary delivery be impossible the Client is not entitled to suspend payment.
- 14.3. Neither is the Client entitled to suspension of payment under this agreement in connection with any other agreement made with Clean Solutions Group.

15. Rescission

- 15.1. Without prejudice to that determined elsewhere in this agreement regarding rescission at the time that the Client is declared bankrupt, applies for suspension of payment or due to seizure, being under legal restraint or otherwise loses the right to dispose of his capital or parts thereof, the agreement is to be rescinded without judicial intervention and without any notice of default being required, unless the trustee in bankruptcy or the administrator recognizes the obligations arising from this agreement as property debts.
- 15.2. Rescission results in the immediate duty to pay of reciprocal claims. The Client is liable for the damage suffered by Clean Solutions Group consisting among other things of loss of profit and transport charges.

16. Code of Conduct, compliance and anti-corruption

- 16.1. The Client 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 Client and Clean Solutions Group.
- 16.2. The Client 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, (iv) the Global Trade Compliance. The Client also warrants that sufficient organizational measures have been taken in his company to ensure compliance with the requirements described in sentence 1 above.
- 16.3. It is strictly prohibited for the Client to offer, promise or grant advantages to employees (including their relatives) of the CLEAN SOLUTIONS GROUP for their work. If the Client violates this prohibition, Clean Solutions Group may extraordinarily terminate the contract with immediate effect.

17. Data protection

- 17.1. The processing of personal data takes place exclusively in compliance with data protection



regulations. Clean Solutions Group processes personal data, which the Client 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.

- 17.2. In the event of a transfer of personal data to Clean Solutions Group, the Client 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 Client with the information necessary to fulfil the information obligations under the previous sentence.

18. Severability clause, choice of law & Global Trade Compliance

- 18.1. If Buyer transfers the Products (including hardware and/or software and/or technology as well as corresponding documentation, regardless of the mode of provision, services, including all kinds of technical support) to a third party, Buyer shall comply with applicable global trade laws.
- 18.2. Buyer will furthermore not sell or solicit sales, nor transfer goods, works and services of or provided by Clean Solutions Group and/or Buyer to any restricted party (meaning any person included on one or more restricted party list, or any person owned by or acting on behalf of a person on one or more restricted party list,
- 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.