

General terms and conditions Mesken Haule Industrial Baling Systems

Translated general terms and conditions issued by Mesken Haule Industrial Baling Systems, hereinafter referred to as Mesken Haule.

Article 1:

Applicability1.1. These terms and conditions apply to all offers made by Mesken Haule, to all agreements it concludes and to all agreements arising from this, another insofar as Mesken Haule is the provider or contractor.

1.2. Mesken Haule is referred to as Mesken Haule. The other party is referred to as the client.

1.3. In the event of a conflict between the content of the agreement concluded between the client and Mesken Haule and these terms and conditions, the provisions of the agreement shall prevail.

Article 2:

Offers2.1. All offers are without obligation. Mesken Haule has the right to withdraw its offer until two working days after the acceptance has reached him.

2.2. If the client provides Mesken Haule with information, Mesken Haule may assume the correctness and completeness thereof and will base its offer on this.

2.3. The prices mentioned in the offer are expressed in euros, excluding turnover tax and other government levies or taxes. The prices also exclude travel, accommodation, packaging, storage and transport costs as well as costs for loading, unloading and cooperating with customs formalities.

Article 3:

Confidentiality3.1. All information provided by or on behalf of Mesken Haule to the client (such as offers, designs, images, drawings and know-how) of whatever nature and in whatever form, are confidential and will not be used by the client for any other purpose than the execution of the agreement.

3.2. The information referred to in paragraph 1 of this article will not be made public or multiplied by the client.

3.3. If the client violates one of the obligations referred to in paragraphs 1 and 2 of this article, he will owe an immediately due and payable penalty of € 25,000 per violation,-. This fine can be claimed in addition to damages under the law.

3.4. The Client must return or destroy the information referred to in paragraph 1 of this article on first request, within a period set by Mesken Haule, at the discretion of Mesken Haule. In the event of violation of this provision, the client owes Mesken Haule an immediately due and payable penalty of € 1,000 per day. This fine can be claimed in addition to damages under the law.

Article 4: Advice and information

provided4.1. The Client cannot derive any rights from advice and information from Mesken Haule that do not directly relate to the assignment.

4.2. If the client provides Mesken Haule with information, Mesken Haule may assume the correctness and completeness thereof in the execution of the agreement.

4.3. The Client indemnifies Mesken Haule against any claim by third parties with regard to the use of advice, drawings, calculations, designs, materials, brands, samples, models and the like provided by or on behalf of the Client. The Client will compensate all damage to be suffered by Mesken Haule, including costs incurred in full for defending against these claims.

Article 5: Delivery time / execution

period5.1. A specified delivery time or execution period is indicative.

5.2. The delivery time or execution period only starts when agreement has been reached on all commercial and technical details, all information, including final and approved drawings and the like, are in the possession of Mesken Haule, the agreed (installment) payment has been received and the other conditions for the execution of the order have been met.

5.3. If there are:a. circumstances other than those known to Mesken Haule when he specified the delivery time or execution period, the delivery time or execution period will be extended by the time thatMesken Haule, taking into account its schedule, needs to carry out the order under these circumstances; b. additional work, the delivery time or execution period will be extended by the time that Mesken Haulee , with due observance of his planning, needs to deliver the materials and parts for this and to perform the additional work;c. suspension of obligations by Mesken Haule, the delivery time or execution period is extended by the time that he, taking into account his schedule, needs to carry out the assignment after the reason for the suspension has expired. Subject to proof to the contrary by the client, the duration of the extension of the delivery time or execution period is presumed to be necessary and to be the result of a situation as referred to in points a to c above.

5.4. The Client is obliged to pay all costs incurred by Mesken Haule or damage suffered by Mesken Haule as a result of a delay in the delivery time or execution period, as stated in paragraph 3 of this article.

5.5. Exceeding the delivery time or execution period does not entitle the client to compensation or dissolution under any circumstances. The Client indemnifies Mesken Haule against any claims from third parties as a result of exceeding the delivery time or execution period.

Article 6: Delivery and transfer of

risk6.1. Delivery takes place at the moment that Mesken Haule makes the item available to the client at his business location and has informed the client that the item is available to him. From that moment on, the Client bears, among other things, the risk of the item for storage, loading, transport and unloading.

6.2. The Client and Mesken Haule may agree that Mesken Haule will take care of the transport. The risk of, among other things, storage, loading, transport and unloading also rests on the client in that case. The Client can insure itself against these risks.

6.3. If there is a trade-in and the client keeps the item to be exchanged pending delivery of the new item, the risk of the item to be exchanged remains with the client until the moment that he has placed it in the possession of Mesken Haule. If the client cannot deliver the item to be exchanged in the state in which it was when the agreement was concluded, Mesken Haule can dissolve the agreement.

Article 7: Price

changeMesken Haule may pass on to the client an increase in cost-determining factors that occurred after the conclusion of the agreement. The Client is obliged to pay the price increase at the first request of Mesken Haule .

Article 8: Force

majeure8.1. A shortcoming in the fulfilment of its obligations cannot be attributed to Mesken Haule if this shortcoming is the result of force majeure.

8.2. Force majeure includes the circumstance that third parties engaged by Mesken Haules such as suppliers, subcontractors and transporters, or other parties on which the client depends, do not or not timely comply with their obligations, weather conditions, natural disasters, terrorism, cybercrime, disruption of digital infrastructure, fire, power failure, loss, theft or loss of tools, materials or information, roadblocks, strikes or work stoppages and import or trade restrictions.

8.3. Mesken Haule has the right to suspend the fulfilment of its obligations if it is temporarily prevented from fulfilling its obligations towards the client due to force majeure. If the force majeure situation has lapsed, Mesken Haule will fulfil its obligations as soon as its planning permits.

8.4. If there is force majeure and performance is or becomes permanently impossible, or the temporary force majeure situation has lasted more than six months, Mesken Haule is entitled to dissolve the agreement in whole or in part with immediate effect. In those cases, the Client is entitled to dissolve the agreement with immediate effect, but only for that part of the obligations that has not yet been fulfilled by Mesken Haule.

8.5. The parties are not entitled to compensation for the damage suffered or to be suffered as a result of the force majeure, suspension or dissolution within the meaning of this article.

Article 9: Scope of

work9.1. The Client must ensure that all permits, exemptions and other decisions that are necessary to carry out the work have been obtained in a timely manner. The Client is obliged to send a copy of the aforementioned documents to mesken Haule at the first request of Mesken Haule.

9.2. Unless otherwise agreed in writing, the work does not include: a. ground, pile driving,

chopping, breaking, foundation, masonry, carpentry, plastering, painting, wallpapering, repair work or other architectural work;b. the realization of connections of gas, water, electricity, internet or other infrastructural facilities;c. measures to prevent or limit damage to or theft or loss of items present at or near the workplace; d. disposal of materials, building materials or waste; e. vertical and horizontal transport;

Article 10: Additional

work10.1. Changes in the work will in any case result in additional work if: a. there is a change in the design, the specifications or the specifications;b. the information provided by the client does not correspond to reality;c. estimated quantities deviate by more than 5%.

10.2. Additional work is calculated on the basis of the price-determining factors that apply at the time the additional work is performed. The Client is obliged to pay the price of the additional work at the first request of Mesken Haule .

Article 11: Execution of the

work11.1. The Client shall ensure that Mesken Haule can carry out its work undisturbed and at the agreed time and that it is provided with the necessary facilities during the execution of its work, such as: a. gas, water, electricity and internet; b. heating; c. lockable dry storage space; d. facilities prescribed on the basis of the Working Conditions Act and regulations.

11.2. The Client bears the risk and is liable for damage to and theft or loss of goods of Mesken Haule, the client and third parties, such as tools, materials intended for the work or equipment used in the work, which are located at or near the place where the work is carried out or at another agreed place.

11.3. Without prejudice to the provisions of paragraph 2 of this article, the client is obliged to take out adequate insurance against the risks referred to in that paragraph. The Client must also ensure insurance of the work risk of equipment to be used. The Client must send Mesken Haule a copy of the relevant insurance(s) and proof of payment of the premium on first request. If there is damage, the client is obliged to report this immediately to his insurer for further treatment and settlement.

Article 12: Delivery of the

work12.1. The work is considered to have been delivered in the following cases:a. if the client has approved the work;b. if the work has been put into use by the client. If the client takes part of the work into use, that part is considered to have been delivered;c. if Mesken Haule has informed the client in writing that the work has been completed and the client has not made it known in writing within 14 days of the day of the notification that the work has not been approved; d. if the client does not approve the work on the grounds of minor defects or missing parts that can be repaired within 30 days or nailed and that do not stand in the way of the commissioning of the work.

12.2. If the client does not approve the work, he is obliged to make this known to Mesken Haule in writing, stating the reasons. The Client must give Mesken Haule the opportunity to deliver the work.

12.3. The Client indemnifies Mesken Haule against claims from third parties for damage to undelivered parts of the work caused by the use of parts of the work that have already been

delivered.

Article 13:

Liability13.1. In the event of an attributable shortcoming, Mesken Haule is obliged to fulfil its contractual obligations, with due observance of Article 14.

13.2. Mesken Haule's obligation to compensate damage on any basis whatsoever is limited to that damage for which Mesken Haule is insured under insurance taken out by or on behalf of mesken haule. However, the extent of this obligation shall never exceed the amount paid out under this insurance in the case in question.

13.3. If Mesken Haule, for whatever reason, is not entitled to invoke paragraph 2 of this article, the obligation to compensate damage is limited to a maximum of 15% of the total order sum (excluding VAT). If the agreement consists of parts or partial deliveries, this obligation is limited to a maximum of 15% (excluding VAT) of the order price of that part or delivery. In the case of continuing performance agreements, the obligation to compensate damage is limited to a maximum of 15% (excluding VAT) of the assignment sum due over the last twelve months prior to the event causing the damage.

13.4. Ineligible for compensation: a. consequential damage. Consequential damage includes stagnation damage, loss of production, loss of profit, fines, transport costs and travel and accommodation costs; b. damage to property. Damage to property is understood to mean, among other things, damage caused by or during the execution of the work to items that are being worked on or to items that are located in the vicinity of the place where work is being carried out;c. damage caused by intent or deliberate recklessness of auxiliary persons or non-managerial subordinates of Mesken Haule. If possible, the Client can insure itself against these damages.13.5.

Mesken Haule is not obliged to compensate damage to material supplied by or on behalf of the client as a result of improper processing.

13.6. The Client indemnifies Mesken Haule against all claims from third parties due to product liability as a result of a defect in a product that has been delivered by the Client to a third party and of which the products or materials delivered by Mesken Haule are part. The Client is obliged to compensate all damage suffered by Mesken Haule in this context, including the (full) costs of defence.

Article 14: Warranty and other

claims14.1. Unless otherwise agreed in writing, Mesken Haule is responsible for the proper execution of the agreed performance for a period of six months after delivery or completion, as further elaborated in the following article paragraphs.

14.2. If the parties have agreed on deviating warranty conditions, the provisions of this article shall apply without prejudice, unless this is contrary to those deviating warranty conditions.

14.3. If the agreed performance has not been properly performed, Mesken Haule will make the choice within a reasonable period of time whether it will still perform it properly or whether it will credit the client for a proportionate part of the order sum.

14.4. If Mesken Haule chooses to still perform the performance properly, it determines the manner and time of execution itself. The Client must in all cases offer Mesken Haule the opportunity to do so. If the agreed performance (partly) consisted of the processing of material supplied by the client, the client must deliver new material at its own expense and risk.

14.5. Parts or materials that are repaired or replaced by Mesken Haule must be sent to him by the client.

14.6. For the account of the client: a. all transport or shipping costs; b. costs for disassembly and assembly; c. travel and accommodation costs and travel hours.

14.7. Mesken Haule is only obliged to implement the guarantee if the client has fulfilled all its obligations.

14.8. a. Warranty is excluded for defects that are the result of:- normal wear and tear;- improper use;- maintenance not or improperly performed;- installation, assembly, modification or repair by the client or by third parties;- defects or unsuitability of goods originating from or prescribed by the client;- defects or unsuitability of materials or tools used by the client.b. No guarantee is given on:- delivered goods that were not new at the time of delivery;- the inspection and repair of goods of the client;- parts for which a manufacturer's warranty has been granted.

14.9. The provisions of paragraphs 3 to 8 of this article shall apply mutatis mutandis to any claims by the client on the grounds of breach of contract, non-conformity or any other basis whatsoever.

Article 15: Duty to

complain15.1. The Client can no longer invoke a defect in the performance if he has not complained about this in writing to Mesken Haule within fourteen days after he has discovered the defect or should reasonably have discovered it .

15.2. The Client must have submitted complaints about the invoice to Mesken Haule in writing within the payment term, under penalty of forfeiture of all rights . If the payment term is longer than thirty days, the client must have complained in writing no later than thirty days after the invoice date.

Article 16: Items not taken

16.1. After the end of the delivery period or execution period, the Client is obliged to actually take delivery of the item or items that are the subject of the agreement at the agreed place.

16.2. The Client must provide all cooperation free of charge to enable Mesken Haule to deliver.

16.3. Goods not purchased will be stored at the expense and risk of the client.16.4. In the event of violation of the provisions of paragraph 1 or 2 of this article, the client shall, after Mesken Haule has given him notice of default, owe Mesken Haule a fine of € 250 per day per violation with a maximum of € 25,000,-. This fine can be claimed in addition to damages under the law.

Article 17:

17.1. Payment will be made at the place of establishment of Mesken Haule or into an account to be designated by Mesken Haule.

17.2. Unless otherwise agreed, payment will be made within 30 days of the invoice date.

17.3. If the client fails to comply with his payment obligation, he is obliged, instead of payment of the agreed sum of money, to comply with a request from Mesken Haule for payment.

17.4. The client's right to set off its claims against Mesken Haule or to suspend the fulfilment of its obligations is excluded, unless there is a suspension of payment or bankruptcy of Mesken Haule or the statutory debt restructuring applies to Mesken Haule.

17.5. Regardless of whether Mesken Haule has fully performed the agreed performance, everything that the client owes or will owe to him under the agreement is immediately due and payable if: a. a payment term has been exceeded; b. the client does not comply with its obligations under Article 16; c. the bankruptcy or suspension of payment of the client has been applied for; d. seizure of goods or claims of the client is imposed; e. client (company) is dissolved or liquidated; f. client (natural person) requests to be admitted to the statutory debt restructuring, is placed under guardianship or has died.

17.6. In the event of delay in the payment of a sum of money, the Client owes Mesken Haule interest on that sum of money with effect from the day following the day agreed as the final day of payment up to and including the day on which the Client has paid the sum of money. If the parties have not agreed on a final date of payment, interest is due from 30 days after due and payable. The interest rate is 12% per year, but is equal to the statutory interest rate if it is higher. In the interest calculation, a part of the month is seen as a full month. Each year at the end of each year, the amount on which the interest is calculated is increased by the interest due for that year.

17.7. Mesken Haule is entitled to set off its debts to the client against claims of companies affiliated with Mesken Haule against the client. In addition, Mesken Haule is entitled to set off its claims against the client against debts that mesken haule affiliates have to the client.

Furthermore,

Mesken Haule is authorised to set off its debts to the client against claims on companies affiliated with the client. Affiliated companies are understood to mean: all companies that belong to the same group, within the meaning of Article 2:24b of the Dutch Civil Code and a participation within the meaning of Article 2:24c of the Dutch Civil Code.

17.8. If payment has not been made on time, the client owes Mesken Haule all extrajudicial costs with a minimum of € 75,-. These costs are calculated on the basis of the following table (principal incl. interest):

over the first	€	
over the	3.000,-	
multiple to	€	
multiple to	6.000,-	15%
multiple to	€	10%
multiple to	15.000,-	8%
multiple to	€	5%
multiple to	60.000,-	3%
on the excess		
from €		
60.000,-		

The extrajudicial costs actually incurred are due if they are higher than those resulting from the above calculation.

17.9. If Mesken Haule is wholly or largely successful in legal proceedings, all costs incurred by it in connection with these proceedings shall be borne by the client.

Article 18:

Securities 18.1. Regardless of the agreed payment conditions, the client is obliged, at the first request of Mesken Haule, in its opinion, to provide sufficient security for payment. If the client does not comply with this within the set period, he will immediately be in default. In that case, Mesken Haule has the right to dissolve the agreement and to recover its damage from the client.

18.2. Mesken Haule remains the owner of delivered goods as long as the client: a. has not fulfilled its obligations under any agreement with Mesken Haule; b. has not paid claims arising from non-compliance with the aforementioned agreements, such as damage, penalty, interest and costs.

18.3. As long as the delivered goods are subject to retention of title, the Client may not encumber or alienate them outside its normal business operations. This clause has effect under property law. 18.4. After

Mesken Haule has invoked his retention of title, he may retrieve the delivered goods. The Client will provide all cooperation in this regard.

18.5. If the client, after the goods have been delivered to him by Mesken Haule in accordance with the agreement, has fulfilled his obligations, the retention of title with regard to these

goods revives if the client does not comply with his obligations under an agreement concluded later.

18.6. Mesken Haule has a right of pledge and a right of retention on all goods that it has or will receive from the client for whatever reason and for all claims that it has or may have against the client.

Article 19: Intellectual property

rights19.1. Mesken Haule is regarded as respectively the creator, designer or inventor of the works, models or inventions created in the context of the agreement. Mesken Haule therefore has the exclusive right to apply for a patent, trademark or design.

19.2. Mesken Haule does not transfer any intellectual property rights to the client in the execution of the agreement.

19.3. If the performance to be delivered by Mesken Haule (also) consists of the delivery of computer software, the source code will not be transferred to the client. The Client obtains a non-exclusive, worldwide and perpetual user license on the computer software solely for the normal use and proper functioning of the item. The client is not permitted to transfer the license or to issue a sublicense. In the event of sale of the goods by the client to a third party, the licence shall be transferred by operation of law to the purchaser of the item.19.4. Mesken Haule is not liable for damage suffered by the client as a result of an infringement of intellectual property rights of third parties. The Client indemnifies Mesken Haule against any claim by third parties with regard to an infringement of intellectual property rights.

Article 20: Transfer of rights or obligations

The Client may not transfer or pledge any rights or obligations under any article of these general terms and conditions or the underlying agreement(s), except with the prior written consent of Mesken Haule. This clause has property law effect.

Article 21: Termination or cancellation of the

agreement21.1. The Client is not authorized to terminate or cancel the agreement, unless Mesken Haule agrees to this. With the consent of Mesken Haule, the client owes Mesken Haule an immediately due and payable fee in the amount of the agreed price, minus the savings that result for Mesken Haule from the termination. The fee is at least 20% of the agreed price.21.2. When the price is made dependent on the actual costs to be incurred by Mesken Haule (directorial basis), the compensation as referred to in the first paragraph of this article is estimated at the sum of the costs, working hours and profit that Mesken Haule would have expected to have incurred over the entire assignment.

Article 22: Applicable law and competent

court22.1. Dutch law applies.

22.2. The Vienna Sales Convention (C.I.S.G.) does not apply, nor does any other international regulation from which exclusion is permitted. 22.3. The Dutch civil court that has jurisdiction in the place of business of Mesken Haule takes cognizance of disputes. Mesken Haule may deviate from this rule of jurisdiction and apply the statutory rules of jurisdiction.