

# General terms and conditions Kooiker Groep

## Version 2023-A

This document is available in Dutch and other languages. The Dutch version is the original version. In case a translation deviates from the Dutch version, the Dutch version shall prevail.

### General section

These terms consist of a general section and specific sections, namely contract work, services, sales, and loan & lease. The general section always applies. In addition, each specific section specifies when the respective specific section is additionally applicable. In the event of any inconsistency between the specific and the general section, the provisions of the specific section shall prevail.

### Definitions

1.1 Consumer: A Client who is a natural person and does not act in the exercise of a profession or business.

1.2 Contract: The written or electronic recording by Kooiker of the content of the Agreement.

1.3 Third party(ies): Any (legal) entity other than Kooiker or the Client.

1.4 Kooiker: The user of these general terms and conditions, including Klaas Kooiker Aannemersbedrijf B.V., Kooiker Daktoppers B.V., Kooiker Zuigtechniek Staphorst B.V., Kooiker Service en Sales B.V., Klaas Kooiker Materieel B.V., and Klaas Kooiker Beheer B.V.

1.5 Client: Any party that enters into or intends to enter into an agreement with Kooiker.

1.6 Agreement: The agreement, being the entirety of the arrangements between Kooiker and the Client.

Applicability of General Terms and Conditions 2.1 These general terms and conditions apply to all current and future legal relationships between Kooiker and the Client.

2.2 Insofar as the Contract deviates from these general terms and conditions, the content of the Contract shall prevail.

2.3 The applicability of the Client's general terms and conditions is expressly rejected.

Formation of the Agreement and Amendments 3.1 All offers and quotations issued by Kooiker are non-binding, even if they specify a period for acceptance or validity, and can be revoked by Kooiker at any time.

3.2 An offer or quotation is valid for no longer than 30 days, unless expressly stated otherwise.

3.3 An Agreement between Kooiker and the Client is only concluded when the Client has returned the signed quotation, Kooiker has received an email or other reproducible electronic message from the Client in which the Client has expressly indicated without reservation or condition to accept Kooiker's offer, or when Kooiker (or a third party on behalf of Kooiker) has commenced the performance of the Agreement.

3.4 Amendments to the Agreement (including the general terms and conditions) between the parties can only be proven by the Client through written confirmation from Kooiker.

3.5 If the Contract or these terms and conditions stipulate that Kooiker must give permission for something, the Client can only prove that this permission was actually granted by written evidence.

3.6 Amendments to the Agreement may result in the agreed deadlines being exceeded by Kooiker. In such a case, the Client is not entitled to compensation, termination, dissolution, and/or suspension.

3.7 All offers and quotations made by Kooiker are based on the information provided to Kooiker by the Client. All offers and quotations are limited to what Kooiker has stated in its offer or quotation. For example (but not limited to), if the Client provides Kooiker with documents (such as specifications) based on which Kooiker sends an offer or quotation, this does not mean that everything included in those documents (specifications) is also incorporated into Kooiker's offer or

quotation. The Client must verify whether what Kooiker offers corresponds with the Client's wishes (such as the specifications). If items are included in the aforementioned documents (specifications) that are not explicitly mentioned in Kooiker's offer/quotation, the Client must request a separate quotation for these items, which will be considered additional work.

3.8 A composite quotation does not oblige Kooiker to deliver part of the goods at a corresponding part of the quoted price.

3.9 The quoted prices and agreed prices are always based on the execution of the entire Agreement (all parts of the offer/Agreement). If the Client accepts only part of the offer or in the case of reduced work, Kooiker is entitled to adjust the prices in the offer or Agreement and charge a higher price for the remaining parts.

3.10 If these terms and conditions or the Contract indicate that a particular rule applies unless otherwise agreed (or words to that effect), the Client bears the burden of proof (that something else has been agreed). The Client can only prove this through written evidence.

3.11 If Kooiker provides information about services or its company at the Client's request (for example, by filling out questionnaires), this information is always approximate. No rights can be derived from this information, unless expressly agreed otherwise in writing.

3.12 Kooiker is never obliged to accept requests, orders, etc., from the Client, and Kooiker always retains the freedom to cease performing work for the Client and to stop supplying the Client, even if Kooiker and the Client have built a long-term relationship and/or the Client is more or less dependent on Kooiker. In the event Kooiker refuses to execute a request or otherwise terminates the relationship, Kooiker is never liable for any compensation or damages.

3.13 Samples, swatches, color statements, measurements, weights, and other descriptions in brochures, price lists, promotional materials, and/or on Kooiker's website or third-party websites (such as marktplaats.nl) are as accurate as possible but are for indication purposes only. The Client cannot derive any rights from these.

### 4. Performance of the agreement

4.1 The stated and/or agreed-upon terms are approximate and shall never be considered final.

4.2 The Client is not entitled to dissolve the Agreement due to an overrun of the stated term unless the Client, after the failure of Kooiker to perform within the agreed period, has given Kooiker a reasonable written deadline (not including email) to perform, and Kooiker still fails to perform within this period.

4.3 The Client must, on their own initiative, timely provide Kooiker with all correct information and documents necessary for the proper execution of the Agreement.

4.4 The Client must always, upon Kooiker's first request, provide all information and documents requested by Kooiker, including:

- A legally signed Contract by the Client, which was provided to the Client for signature by Kooiker;
- A current and validly certified extract from the trade register of the Chamber of Commerce (or a similar body, in case the Client is not registered with the Dutch Chamber of Commerce) concerning the Client and all parent entities;
- A copy of a current and valid identity document of the Client's authorized representative, allowing Kooiker to adequately verify the identity and signature of the Client's authorized representative.

4.5 If Kooiker requires information from the Client for the execution of the Agreement, the execution period shall not commence until the Client has provided this information correctly and completely to Kooiker.

# General terms and conditions Kooiker Groep

## Version 2023-A

4.6 Unless explicitly agreed otherwise in writing, the Client shall, at its own expense and risk, ensure that Kooiker or the third parties engaged by Kooiker can timely access:

- a. All necessary information concerning the circumstances relevant to the execution of the Agreement;
- b. The required approvals, such as (but not limited to) public and private law consents (such as – but not limited to – permits).

4.7 The Client guarantees that the information and resources provided by or on behalf of the Client to Kooiker (including but not limited to the previous points) are correct and complete. The Client must ensure timely submission of this information and resources.

4.8 Kooiker has the right to engage third parties for the execution of the Agreement.

4.9 When the Client supplies Kooiker with materials or other items for processing, or when Kooiker needs to demolish and/or remove specific items as part of the Agreement, any by-products or waste from this processing, demolition, or removal will become the property of Kooiker, without the Client being entitled to any (damage) compensation. Costs for disposal and/or dumping of materials and other items released as a result of these activities are borne by the Client.

4.10 The Client shall, at its own expense and risk, ensure that Kooiker can perform the agreed actions on time and without obstruction, and will provide all necessary cooperation.

4.11 Kooiker is free to carry out the work at its discretion, within the scope of its obligations under the Agreement. This also includes the right to determine when to deploy personnel or third parties engaged by Kooiker for the work, as well as how to manage days of reduced productivity due to weather conditions.

4.12 If the goods, rights, or services to be delivered and/or leased to the Client can no longer be used, traded, or if their use or application is restricted, hindered, or prohibited by the government/competent authority/certification party, Kooiker is (exclusively) entitled to dissolve the Agreement extrajudicially without prior notice, and the Client shall not be entitled to compensation, reimbursement of costs, or any other compensation.

4.13 The actions to be performed by or on behalf of Kooiker must be executable at all times by Kooiker or the third parties engaged by Kooiker, and at least on weekdays between 07:00 and 17:00. If actions take place outside these hours, Kooiker has the right to charge an additional fee.

4.14 If Kooiker must take safety measures for the execution of the Agreement (for example, under occupational health legislation), and these measures involve costs for Kooiker, these costs are borne by the Client. These costs are not included in the quoted/agreed price and may be charged separately to the Client.

4.15 The Client is not permitted to transfer or encumber (in whole or in part) the Agreement or rights and/or obligations arising from the Agreement to a third party (for example, but not limited to, by pledging) without the prior written consent of Kooiker. This provision has real effect in the sense of Article 3:83(2) of the Dutch Civil Code.

4.16 The Client remains solely and at its own expense and risk responsible and liable for, among other things:

- a. The management, operation, and safety of its business/organization, the exercise of the activities of its business/organization, and its own business matters;
- b. The decisions made by the Client regarding the extent to which it wishes to rely on the services provided by Kooiker, as well as the use and implementation thereof;
- c. The decisions made by the Client that influence the work and its outcomes;
- d. The purchase and sale of goods.

4.17 If the goods, rights, or services to be delivered to the Client can no longer be used, traded, or if their use or application is restricted, hindered, or prohibited by the

government/competent authority/certification party, Kooiker is (exclusively) entitled to dissolve the Agreement extrajudicially without prior notice, and the Client shall not be entitled to compensation, reimbursement of costs, or any other compensation.

4.18 If Kooiker at any time finds that the execution of the Agreement cannot be carried out, cannot be carried out without additional work, or cannot be carried out without obstacles (for example, because the situation turns out to be different than previously indicated or assessed, Kooiker is denied access to the site, a third party threatens claims during the work, etc.), Kooiker is at least entitled to reimbursement of all actual labor hours and costs (including travel and accommodation costs), without prejudice to any other or additional rights of Kooiker.

## 5. Transport

5.1 If the parties agree that Kooiker will transport goods from the Client or third parties, this article applies (without prejudice to the applicability of the other articles of these general terms and conditions to the relevant Agreement).

5.2 The Client is obliged to:

- a. Provide Kooiker with timely information regarding the goods and their handling, which the Client is able or ought to provide, and which the Client knows or should reasonably know is relevant for Kooiker;
- b. Make the agreed goods available at the agreed place, time, and manner, accompanied by the required bill of lading and other documents legally required from the sender;
- c. State the total weight of the goods to be transported on the bill of lading;
- d. Load, stow, and unload the agreed goods in or on the vehicle, unless the parties agree otherwise or if the nature of the intended transport, considering the goods and the vehicle provided, dictates otherwise.

5.3 The sender is obliged to provide Kooiker with a correct and complete bill of lading at the time of making the goods available. The sender is required to complete the bill of lading in accordance with the instructions provided and truthfully, and guarantees the accuracy and completeness of the information provided when making the goods available.

5.4 If the recipient fails to collect the goods after notification of their arrival, fails to begin accepting the goods, fails to continue receiving the goods regularly and with due haste, refuses to accept the goods, or refuses to sign for receipt, the goods may be stored or parked by the carrier at the expense and risk of the Client, in a manner and at a place determined by Kooiker. These goods may be publicly or privately sold by Kooiker after one week at the Client's expense, without requiring judicial authorization. Kooiker will transfer the proceeds from the sale of the goods to the Client, after deducting all claims against the Client, including damages and costs (including labor hours) incurred by Kooiker.

5.5 If the Client fails to meet any obligation towards Kooiker, if the loading and/or stowing is defective, or in the case of overloading, Kooiker is entitled to dissolve the Agreement with immediate effect (without prior notice or default). In such cases, the Client is liable for at least 75% of the originally agreed price.

5.6 If Kooiker is fined for reasons that are (partially) attributable to the Client, for example due to overloading or the Client's failure to meet its obligations towards Kooiker, this fine shall be entirely borne by the Client. The Client fully indemnifies Kooiker in this respect.

## 6. Waste and disposal materials

6.1 Unless explicitly agreed otherwise in writing, Kooiker is not responsible for the disposal and/or processing of materials

# General terms and conditions Kooiker Groep

## Version 2023-A

(such as, but not limited to, waste materials) that are released or collected during the execution of the Agreement.

6.2 If the Client expects, or should reasonably expect, that materials (such as, but not limited to, waste materials) will be released during the execution of the Agreement, the Client must notify Kooiker in writing or by email in a timely manner, but no later than 36 hours before the commencement of the work.

6.3 If materials (such as, but not limited to, waste materials) are released during the execution of the Agreement, the Client is responsible, at its own expense and risk, for obtaining the necessary approvals, permits, and all other facilities required for the collection, acceptance, transport, processing, and/or disposal of these (waste) materials. All costs associated with this are not included in any previously quoted or agreed prices and will be charged to the Client.

### 7. Work orders

7.1 The specifications of the work performed (such as, but not limited to, man-hours), delivered goods, and/or completed work can be recorded by Kooiker in appropriate documents (such as, but not limited to, work orders).

7.2 Kooiker has the right to present the documents referred to in the previous section (such as, but not limited to, work orders) to the Client for approval. The Client must give approval by signing the document within 36 hours of its submission, or, if the Client does not wish to approve, clearly and specifically indicate which parts of the document are, in the Client's view, incorrect. If the Client fails to do so, it will be assumed that the Client has given approval.

### 8. Prices

8.1 Unless explicitly stated otherwise, prices in offers and Agreements or any other quotation from Kooiker are in euros, excluding VAT, excluding any import duties, other taxes, levies, and rights, and excluding the delivery and removal of (released) (waste) materials.

8.2 Any increase in cost-determining factors arising after the conclusion of the Agreement may be passed on by Kooiker to the Client if the performance of the Agreement has not yet been completed at the time of the increase. Only when the Client is a Consumer is the Client entitled to terminate the Agreement if the price increase by Kooiker occurs within three months after the conclusion of the Agreement.

8.3 Kooiker is entitled to charge the price it charges in similar situations, unless the parties explicitly agree on a price. If the parties have not explicitly agreed on a price, the Client cannot rely on previous offers and quotations (whether executed or not) by Kooiker.

8.4 If Kooiker provides additional services that do not form part of the core of the Agreement (such as maintenance or repair work after the delivery of purchased goods or assistance with the use of goods during rental), Kooiker is entitled to a (reasonable) additional fee for these services (which, in principle, corresponds to Kooiker's usual hourly rates). Such services are not provided for free and are not included in the price unless explicitly agreed otherwise.

8.5 If it has been agreed that the execution of the Agreement by Kooiker will take place at a specific time or within a certain period and this is postponed at the request of the Client, Kooiker is entitled to implement a price increase, without the Client being entitled to terminate or otherwise end the Agreement.

### 9. Payment and due date

9.1 Unless otherwise agreed, payment must be made by bank transfer in euros within 30 days of the invoice date, without suspension and/or set-off.

9.2 If payment has not been made within the payment term, the Client is liable to Kooiker for interest starting from the date the payment term expires. The interest rate is 10% per year, but it will be equal to the statutory commercial interest rate (Article 6:119a of the Dutch Civil Code) if this is higher.

9.3 The Client is liable for all actual costs incurred by Kooiker in collecting its claims against the Client, with a minimum of €500 per invoice.

9.4 Regardless of the agreed payment terms, the Client is required, at Kooiker's request, to provide sufficient security for payment to Kooiker's satisfaction. If the Client does not comply with this request within the specified period, they will immediately be in default. In such a case, Kooiker has the right to terminate the Agreement and recover its damages from the Client.

9.5 The Client's right to set off its claims against Kooiker with its payment obligations to Kooiker for any reason is excluded.

9.6 The Client is under no circumstances entitled to suspend any obligation.

9.7 Kooiker is entitled to execute the Agreement in parts and to invoice accordingly.

9.8 If the Client has one or more claims against one or more of the entities (legal entities, etc.) belonging to the Kooiker group, Kooiker is entitled to set off these claims with one or more claims of one or more entities belonging to the Kooiker group against the Client. The term "group" refers to a "group" as defined in Article 2:24b of the Dutch Civil Code.

9.9 Kooiker has the right, before or during the term of the Agreement, to impose a limit on the total amount of outstanding (unpaid) invoices from Kooiker to the Client. In such a case, the Client must ensure that the total amount outstanding (regardless of the payment term) does not exceed the limit, even if the payment term of all outstanding invoices has not yet expired. If the limit is exceeded, Kooiker is entitled to suspend its obligations (such as, but not limited to, suspending work and deliveries) until the Client has paid an amount that brings the total outstanding balance below the limit. This suspension does not constitute a breach by Kooiker, and the Client has no right to claim compensation for forfeited penalties, cost reimbursement, or other damages, nor the right to demand performance, termination, or annulment of the Agreement. The provisions in this section do not affect Kooiker's right to claim damages and costs.

9.10 All amounts owed or to be owed by the Client to Kooiker become immediately due if a payment term is exceeded, the Client is declared bankrupt (or the equivalent thereof in another country), the Client applies for suspension of payments (or the equivalent thereof), the Client's assets are seized, the Client (in the case of a company) is dissolved or liquidated, or ceases its business activities, or the Client (in the case of a natural person) applies for admission to legal debt rescheduling (or the equivalent thereof), is placed under guardianship (or the equivalent thereof), or dies.

### 10. Retention of title

10.1 The goods delivered remain the exclusive property of Kooiker as long as the Client has not fulfilled its obligations, including:

- a. Claims for goods delivered or yet to be delivered by Kooiker to the Client under this or any other Agreement (whether future or not);
- b. Claims for services performed or to be performed for the Client under the Agreements mentioned under a;
- c. Claims arising from the Client's failure to fulfill the aforementioned obligations, such as (but not limited to) interest, extrajudicial and judicial costs. This retention of title

# General terms and conditions Kooiker Groep

## Version 2023-A

remains in effect even if, at any point, there are no outstanding claims under retention of title, and it also applies to future claims.

10.2 All items that Kooiker identifies, and for which Kooiker can demonstrate via invoices or otherwise that they are goods of that kind delivered by Kooiker, will, unless proven otherwise, be considered to originate from Kooiker.

10.3 The value of the goods to be returned is deemed to be at most 50% of the invoice value of the respective goods, but it will never exceed the total outstanding claims. The extrajudicial costs and any costs for obtaining delivery are deemed to be 25% of the invoice value of the respective goods.

10.4 When the Client is granted suspension of payments or is declared bankrupt, the Client is no longer entitled to use or alienate the goods from that moment onwards.

### 11. Right of retention

When Kooiker has possession of goods belonging to the Client or an entity belonging to the Client's group, Kooiker is entitled to retain these goods until all claims Kooiker has against the Client and/or an entity belonging to the Client's group at that time have been satisfied. Such claims may arise from the current Agreement, any other Agreement, or by law. The term "group" refers to a "group" as defined in Article 2:24b of the Dutch Civil Code.

### 12. Force majeure

12.1 In the event of force majeure, whether permanent or temporary, Kooiker is entitled, at its discretion, to dissolve the Agreement in whole or in part or to temporarily suspend its obligations under the Agreement without the Client being entitled to demand performance, compensation, and/or dissolution.

12.2 Force majeure, as understood by the parties, includes, in addition to what is understood by law and case law, all external causes, whether foreseen or unforeseen, that are beyond Kooiker's control and prevent Kooiker from fulfilling its obligations. This includes (but is not limited to) strikes in Kooiker's business or at third parties on which Kooiker depends for executing the Agreement, war or the threat of war, rebellion, civil disorder, boycotts, traffic or transport disruptions, government restrictions or advisories, epidemics, pandemics, shortages of raw materials or the product to be delivered, price increases of 10% or more for purchasing raw materials or other necessary materials, late delivery or non-delivery, bankruptcy or suspension of payments of one or more of its suppliers or engaged third parties, natural disasters, weather conditions that prevent proper execution of the work, power failures, failures of internet, computer network or telecommunications facilities, and health issues or the death of key personnel of Kooiker (such as Kooiker's direct and indirect managers).

12.3 Kooiker is also entitled to invoke force majeure if the circumstance preventing (further) performance of the Agreement occurs after Kooiker should have fulfilled its obligation.

### 13. Termination and suspension

13.1 Kooiker reserves the right to suspend its obligations under Agreements if the Client has not fulfilled all its obligations arising from this and previous Agreements with Kooiker.

13.2 In addition to the other statutory and contractual rights of termination, Kooiker is entitled to dissolve the Agreement (in whole or in part – at Kooiker's discretion) by means of an extrajudicial declaration if it fears a deterioration in the solvency of the Client, the Client has been declared bankrupt (or the equivalent thereof), the Client has applied for suspension of

payments (or the equivalent thereof), or the Client has ceased or is planning to cease its business operations.

13.3 Insofar as the Client has a right of termination, this right is limited, in the case of continuing performance contracts, to terminating the specific Agreement or part thereof in which Kooiker has materially defaulted. In such a case, both parties are required to undo all mutual performances related to the respective Agreement or part thereof. The right of termination does not apply to subsequent Agreements and/or deliveries.

13.4 If the Agreement is dissolved by Kooiker in accordance with the previous sections, the Client must pay the remaining part of the principal amount, without prejudice to Kooiker's right to claim additional compensation if the actual damage is greater.

### 14. Intellectual property rights

14.1 Unless expressly agreed otherwise, Kooiker retains the copyright and all other intellectual property rights to the products delivered by it, including its offers, designs, images, drawings, (prototype) models, trademarks, trade names, software, etc.

14.2 The client guarantees that all (packaging) materials provided by the client to Kooiker under the Agreement are free from third-party intellectual property rights.

14.3 The client indemnifies Kooiker against any claims from third parties regarding intellectual property rights on materials or data provided by the client, which are used in the execution of the Agreement.

14.4 If the client notices that Kooiker's products infringe upon a third party's intellectual property rights, or if a third party infringes upon an intellectual property right belonging to Kooiker, the client must notify Kooiker immediately.

14.5 In the event that a third party infringes upon an intellectual property right belonging to Kooiker, the client is obliged to cooperate in enabling Kooiker to take legal or other action against this infringement.

### 15. Warranty and indemnity

15.1 Kooiker does not provide any warranty on the work, goods delivered, services, or work performed, unless expressly agreed otherwise. Should Kooiker provide one or more warranties, the following provisions also apply.

15.2 If an item is sold 'as seen', 'without warranty', or with similar wording, Kooiker provides no warranty whatsoever. The parties designate the respective sale as one in the sense of Article 7:19 of the Dutch Civil Code. In such cases, Kooiker does not guarantee that the sold goods possess the actual properties necessary for normal use at the time of the transfer of ownership. Nor does Kooiker guarantee any other properties or the absence of defects that might impede normal use. The Client accepts the delivered goods with all potential defects.

15.3 Regarding whether the work, goods delivered, services, and work performed comply with the Agreement, it is understood that no higher requirements can be imposed than the usual standards and norms reasonably expected for normal use in the Netherlands at the time the Agreement is entered into.

15.4 The Client is responsible for ensuring at their own expense that the work, goods delivered, services, and work performed comply with all applicable laws and regulations (including, for example, license plate regulations). Even if Kooiker provides services or performs actions related to this, it remains the Client's responsibility.

## General terms and conditions Kooiker Groep Version 2023-A

15.5 The work, goods, services, and tasks are not specifically tailored for the Client's use, unless expressly agreed otherwise. The Client must conduct its own investigation into the properties of such and what does and does not apply. Any special requirements or additional items, such as accessories or maintenance services before delivery, must be agreed upon separately, and Kooiker is entitled to charge additional fees for this.

15.6 Kooiker is not bound by any statements made by third parties regarding warranty, such as (but not limited to) statements from manufacturers.

15.7 The Client is responsible, at their own expense and risk, for ensuring that the end-user of the work, goods delivered, services, and work performed by Kooiker has all relevant safety instructions, user manuals, processing instructions, installation instructions, and other instructions published by or on behalf of Kooiker, Kooiker's supplier/subcontractor, and/or the manufacturer. The Client indemnifies Kooiker from claims by third parties (including the end-user) caused by or related to the end-user's lack of these instructions.

15.8 The Client must independently investigate the legal aspects of what Kooiker delivers, at its own expense. This applies even to work traded or used outside of the Netherlands. Kooiker is not liable for damages (and does not default in its obligations) if work does not comply with the regulations of countries other than the Netherlands, cannot or can only be imported under additional conditions, or can only be used under additional or restrictive conditions. This includes, but is not limited to, laws and regulations, necessary permits, fiscal matters, and import regulations. The Client is responsible for such laws and regulations, even if they import/transit and/or use or permit use in countries other than the Netherlands, and must check this before entering into the Agreement (despite any statements from Kooiker regarding this).

15.9 The Client indemnifies Kooiker against any claim from third parties on the basis that the work does not comply with local laws and regulations.

15.10 The Client must always inform Kooiker of any (packaging) requirements (including information obligations) that apply for the sale and transport to the countries where the Client receives, sells, or intends to sell the goods. If this incurs costs for Kooiker, these will be charged to the Client.

15.11 If the Client provides their own packaging for the goods, they indemnify Kooiker for all damages Kooiker may suffer as a result of the Client's packaging.

15.12 If a particular property is guaranteed, this guarantee only applies at the time of delivery and not for any period thereafter.

15.13 The Client can only claim a warranty if they have complied with all of Kooiker's instructions, these general terms and conditions, the Agreement, and all obligations toward Kooiker.

15.14 Only the Client can claim the warranty. The warranty is personal, non-transferable, and this provision also prevents the warranty from being transferred by law.

15.15 The warranty does not apply if:

- a. The Client has not complied with the next article of these terms and conditions;
- b. Safety instructions, user manuals, processing, storage, and transport instructions, or other instructions published by or on behalf of Kooiker, Kooiker's supplier/subcontractor, and/or the manufacturer have not been followed;
- c. There is normal wear and tear;
- d. Sufficient protective measures have not been taken;
- e. There is damage due to transport or processing;
- f. There is incorrect and/or careless use or use inconsistent with its purpose, including (but not limited to) misuse, neglect, incorrect application, abnormal use, improper use, and modifications;
- g. There is wear and tear or aging, or scratches, friction, and similar marks;

h. The work is used despite previously detected damage and/or defects or safety warnings;

i. There is incorrect storage. Items must at least be stored in a closed, dry, and clean environment, protected from weather conditions, including but not limited to rain, snow, or other causes of moisture;

j. The work has been exposed to abnormal conditions, such as excessive humidity, chemical fumes, vibrations, or extreme temperatures.

15.16 A claim honored by Kooiker under these warranty conditions does not imply an acknowledgment of liability by Kooiker for any damage suffered by the Client or third parties.

15.17 In the event of replacement or repair, no new warranty (period) is granted for the replaced or repaired items.

15.18 If Kooiker's supplier/subcontractor or the manufacturer of the item provides a warranty on the item, and their warranty conditions contain stricter conditions (compared to Kooiker's conditions), the stricter conditions of Kooiker's supplier or manufacturer will prevail. If Kooiker's supplier or the manufacturer provides a warranty, and their conditions include additional provisions (compared to Kooiker's conditions), these additional conditions will also apply.

15.19 The following article of these terms and conditions also applies in the case of a warranty.

### 16. Inspection and delivery

16.1 The client must inspect the goods either before or during delivery. If the client believes that damage has occurred during transport, the client must take and keep photographs of the damage immediately upon delivery and make a specific reservation on the delivery note. Furthermore, any visible defects or other defects that can reasonably be detected through inspection or deviations from what was agreed must preferably be reported immediately upon inspection, but no later than 24 hours after delivery, in writing, with justification and supporting evidence to Kooiker (including the aforementioned photographs).

16.2 The client must inspect services immediately after the completion of (the relevant part of) the services. Any visible defects or other defects that can reasonably be detected through inspection or deviations from what was agreed must preferably be reported immediately upon inspection, but no later than 24 hours after the performance of the services, in writing, with justification and supporting evidence to Kooiker.

16.3 In the case of contract work, the client must conduct inspections both regularly during the performance of the work/material deliveries and upon completion. Before the completion of the work, any visible defects or other defects that can reasonably be detected through inspection or deviations from what was agreed must always be reported preferably immediately upon inspection, but no later than 24 hours afterward, in writing, with justification and supporting evidence to Kooiker (including photographs). For the moment of completion, the provisions of article 7:758 of the Dutch Civil Code apply. At the time of completion, any defects that the client can reasonably discover must be reported to Kooiker orally and in writing, with justification, supporting evidence, and specific details (including photographs).

16.4 Any other defects or deviations from what was agreed must be reported by the client within two (2) working days after their discovery, with justification, supporting evidence, specific details, and in writing to Kooiker.

16.5 Minor deviations in specified dimensions, weights, compositions, finishes, colors, hardness, satinage, thickness, or other deviations that do not result in a substantial change to the composition, execution, or applicability of the goods or

# General terms and conditions Kooiker Groep

## Version 2023-A

work do not cause the delivered or completed items to be considered non-compliant with the Agreement. This does not give the client the right to terminate, (wholly or partially) dissolve the Agreement, suspend, reject, or refuse to accept or pay for the goods or work. The aesthetic value is excluded from the assessment of the Agreement's execution.

16.6 If a product is defective and a complaint is made in a timely manner and in accordance with the conditions of this article (cumulative conditions), the client must offer the (part of the relevant) product to Kooiker at Kooiker's business address. Kooiker will then arrange for its repair or provide a replacement (part of the relevant) product at Kooiker's business address. Kooiker is not obliged to install, replace, or perform any other work or transport the product to or from the client. If Kooiker does perform such work or transport, these may be charged to the client.

16.7 If a service is defective and a complaint is made in a timely manner and in accordance with the conditions of this article (cumulative conditions), Kooiker will perform (the relevant part of) the work in accordance with the Agreement.

16.8 Kooiker is entitled, instead of the aforementioned obligations (as specified in the previous two paragraphs), to provide the client with compensation (for the relevant part) up to a maximum of the purchase price of (the relevant part of) the defective product or up to a maximum of the price of (the relevant part of) the work or up to a maximum of (the relevant part of) the contract sum, whereby Kooiker may take into account any (subsequent) aging.

16.9 Kooiker is not required to provide more than the above, even in the case of a warranty.

16.10 If a complaint is unfounded, all costs incurred by Kooiker will be borne entirely by the client.

16.11 Complaints do not give the client the right to suspend or reduce its obligations under the Agreement.

16.12 The client can no longer invoke a shortcoming in the performance or claim that what was delivered does not comply with the Agreement if the deadlines and conditions set out in this article are not met. In that case, the client is no longer entitled to demand performance, annulment, suspension, dissolution, or compensation on the grounds of the defect or shortcoming.

16.13 If the client has signed a document or otherwise agreed to the completion of the work, the delivery of the goods, or the completion of the work, it is considered that the work has been completed properly, there are no visible or otherwise reasonably detectable defects or deviations from what was agreed, and that what was delivered or completed complies with the Agreement.

16.14 If the client uses the goods or work in whole or in part (including, but not limited to, performing (further) work on or at the work), it is considered that the client has accepted the goods or work (the work is considered completed), and it is considered that the work has been completed properly, there are no visible or otherwise reasonably detectable defects or deviations from what was agreed, and that what was delivered or completed complies with the Agreement.

16.15 Kooiker is not obliged – even in the case of contract work – to provide the client with a dossier regarding the completed work when notifying the client that the work is ready for completion.

16.16 If the client, upon discovering defects/shortcomings, proceeds with or continues with the sale, delivery, handling, installation, or processing of the delivered goods without Kooiker's written consent, the client accepts the delivered goods and services, and the possibility of invoking the discovered defect/shortcoming lapses.

### 17. Liability and indemnification

17.1 Any liability of Kooiker for damages to the client and third parties is limited per event or series of events with a common cause to the amount paid out by Kooiker's insurance for the specific case. This limitation of liability applies to all forms of liability and includes (but is not limited to) damages, whether to the client or to third parties, as a result of defects in or to sold goods, services provided, or work performed, or as a result of the failure to fulfill any obligation under the Agreement, as a result of committing a tort or as a result of errors/failures of personnel or third parties engaged by Kooiker in the performance of the Agreement.

17.2 If for any reason no payout is made under the insurance mentioned above (for example, but not limited to, because the damage is not covered or Kooiker does not have insurance for the damage/related risk), then the damages are limited to the invoice value of the relevant Agreement, or if it concerns a continuing contract, the invoice value for that month, in all the aforementioned cases with a maximum of €1,000.

17.3 All limitations or exclusions of liability in the Agreement and these terms do not apply if the damage is due to intent or deliberate recklessness on the part of Kooiker or its senior subordinates.

17.4 The client will indemnify Kooiker against (possible) claims from third parties related to the performance of the Agreement. All costs and damages incurred by Kooiker as a result, including full legal costs, are to be borne entirely by the client.

17.5 The limitation of liability in this article also applies in the case of a warranty.

17.6 The client must always act carefully and lawfully and comply with the Agreement, these terms, and all applicable laws and regulations. The client must respect intellectual property rights and other rights of Kooiker and third parties and their privacy.

17.7 Kooiker is always entitled to take measures in connection with the actions or omissions of, attributable to, or at the risk of the client (including to prevent or mitigate liability towards third parties).

17.8 Kooiker cannot be expected to form an opinion on the merits of third-party claims or the client's defense or be involved in any way in a dispute between a third party and the client. The client must resolve such matters with the third party independently and must regularly and continuously keep Kooiker informed in writing and with supporting documents.

### 18. Marketing

18.1 Kooiker and third parties engaged by her are allowed to place removable advertising on the premises, buildings, or other works of the client without the client being entitled to any (damages/compensation).

# General terms and conditions Kooiker Groep

## Version 2023-A

18.2 Kooiker may take or have taken photographs of the work/(de)liveries and/or request the client to provide photos to Kooiker. Kooiker is entitled (also in the aforementioned cases) to publish photos of the work and use them for marketing purposes, including on its website.

### 19. Applicable law and disputes

19.1 All legal relationships involving Kooiker are exclusively governed by Dutch law.

19.2 The Vienna Sales Convention (CISG) never applies.

19.3 The Dutch court has exclusive jurisdiction to adjudicate disputes arising from Agreements between Kooiker and the client or otherwise. However, Kooiker is free to submit a dispute between Kooiker and the client to any court that would be competent to hear the dispute in the absence of a forum selection clause.

19.4 If any article or part of an article in the Agreement and these terms is found to be void or voidable, the remaining provisions remain in effect, and the void article or part thereof is deemed to be converted in such a way that it aligns with the apparent intentions of the parties, in a manner that the article is no longer void or voidable.

### Construction contract

#### 20. Applicability of Special Conditions for Construction Contracts

The Agreement may (also) stipulate that Kooiker, as the contractor, undertakes to complete and deliver a tangible project for the client outside of employment. In such cases (and similar ones), this special section applies additionally.

### 21. Obligations of the client

21.1 Unless otherwise agreed, the client shall, at their own expense and risk, ensure that Kooiker and any third parties engaged by Kooiker can have timely access to:

- a. all necessary information regarding the work, the worksite, the working conditions, and all other information that Kooiker needs for the execution of the work;
- b. the necessary approvals, such as (but not limited to) public and private legal permissions and (excavation) certificates;
- c. access to the building, the site, or the water where the work is to be carried out;
- d. sufficient opportunities for the supply, secure storage, and removal of materials and tools;
- e. connections for electrical machines, lighting, heating, gas, compressed air, and water;
- f. all necessary materials and tools required for the performance of the work;
- g. break and sanitary facilities, such as (but not limited to) a lockable and weatherproof break area and toilet;
- h. the plans needed for the performance of the work or required by third parties, such as (but not limited to) safety plans, health plans, and street work plans;
- i. sufficient parking facilities in the immediate vicinity of the location where the work is to be carried out.

21.2 The use of and connections for the necessary electricity, gas, and water are at the client's expense.

21.3 The client is not allowed to carry out or have carried out any work on or at the site before the day the work is considered delivered, except with prior permission from Kooiker.

21.4 Without prior permission from Kooiker, the client is not permitted and cannot transfer their rights and obligations under the Agreement to a third party or pledge them before the day the work is considered delivered. This provision has in rem effect within the meaning of Article 3:83 paragraph 2 of the Dutch Civil Code.

21.5 The client is responsible for the constructions and methods prescribed by or on behalf of them, including the influence of soil conditions, as well as for the orders and instructions given by or on behalf of them.

21.6 The client ensures that work or deliveries that do not belong to the contracted work are carried out in such a way and in time that the performance of the contracted work does not experience delays.

21.7 The client is responsible for having the primary measurements and other layout work performed at their own expense and risk and for providing this information to Kooiker in a timely manner.

21.8 The client must ensure that Kooiker can perform the work on time and without hindrance and provide all necessary cooperation. This includes (but is not limited to) ensuring that Kooiker and any third parties engaged by Kooiker, once they have arrived at the site or building, can start their work under good conditions and without being hindered by obstacles and continue uninterrupted.

21.9 The client is responsible for any inaccuracies in the assignment, which will be at their own expense and risk. This also applies to defects and unsuitability of materials provided by the client, including the land on which the client has work performed, as well as errors or defects in plans, drawings, calculations, specifications, or instructions provided by the client. Kooiker is not obliged to issue a warning in this regard.

21.10 If there is an obligation on Kooiker to warn the client, for instance, regarding inaccuracies in the assignment, defects, or unsuitability of materials or errors in plans, drawings, calculations, or instructions provided by the client, Kooiker is entitled to do so only verbally. This clause does not apply to construction contracts, insofar as the client is a consumer.

21.11 If the materials or tools provided by the client or prescribed by them are unsuitable or defective, Kooiker cannot be held liable for the consequences, and the client is responsible for any damages incurred by Kooiker.

### 22. Execution Duration and Postponement of Delivery

22.1 The execution and/or delivery period of the work will be extended by the time during which the client fails to meet any obligation towards Kooiker.

22.2 The period within which the work will be completed is automatically extended by the period during which there is a situation of force majeure, non-working days, due to circumstances attributable to the client, as a result of additional work, and/or in the case of circumstances under which Kooiker cannot reasonably be expected to deliver the work within the agreed period.

22.3 Non-working days, as referred to in the previous paragraph, include (but are not limited to) days on which weather conditions prevent Kooiker from adequately and properly performing the work. This is at the discretion of Kooiker.

# General terms and conditions Kooiker Groep

## Version 2023-A

### 23. Worksite, Traffic, Building Materials, Waste, and Other Materials

23.1 The client is required to prepare the site and/or building(s) where Kooiker is to perform the work well in advance so that Kooiker can carry out all work adequately and without delay.

23.2 The client must ensure that access roads are constructed and maintained in such a way that materials and/or building materials can always be brought within working distance of the site in full loads. The client must arrange the site and access roads in such a way that materials and/or building materials can be transported within the site to a maximum distance of forty (40) meters (as the crow flies) to the location where the materials and/or building materials will be processed, and transportation to the processing location must always be possible using a standard mini loader or mini excavator.

23.3 Kooiker may give the client the opportunity to inspect the materials, raw materials, and other items. The client must immediately inspect these items in that case. If the client rejects the items, they must immediately notify Kooiker. If the client does not inspect the items promptly or fails to notify Kooiker immediately after inspection that the items are rejected, the client forfeits the right to invoke any legal consequences resulting from a defect or deviation from what was agreed upon.

23.4 The risk for materials, raw materials, tools, and other items delivered and required by Kooiker for the performance of the work lies with the client from the moment these items are delivered to the site (other than Kooiker's factory). The client bears this risk only during the time these items remain at the site outside Kooiker's normal working hours.

23.5 The client is required to insure the work, including (but not limited to) the building or object under construction, at their own expense and risk, against all reasonably possible causes of damage with a reputable insurance company established in the Netherlands.

23.6 The client must arrange for the necessary enclosures of the site and relevant roads at their own expense and must also carry out all traffic measures necessary for the proper performance of the work by Kooiker, or as required by the authorities or third parties on behalf of the client.

23.7 Unless expressly agreed otherwise in writing, the client must, at their own expense and risk, provide facilities to Kooiker that allow Kooiker to leave waste, (cutting) remnants, rubble, and similar materials on or near the site, without charging Kooiker for these costs.

### 24. Prices and additional work

24.1 In the event the client desires additions or changes to the agreed work, Kooiker is entitled to demand a reasonable price increase, whereby Kooiker is not bound by previously offered and/or agreed unit prices.

24.2 In the case of reduced work, and if Kooiker cannot charge the original price/contract sum, Kooiker is entitled to charge 10% of the difference between the original price/sum and the final (reduced) price/sum to the client.

24.3 Unless expressly stated otherwise, prices in quotations and Agreements or any other statement by Kooiker are in euros, excluding VAT, customs duties, other taxes, levies, and fees.

24.4 If a communication (for example, but not limited to, a specification text) includes a part of the work (for example, but not limited to, the application of sand) and also materials (in this example: the sand), it applies in all cases that the price is solely based on the work and excludes the supply of materials.

24.5 When quoting prices, Kooiker does not take into account any special circumstances or other reasonably unforeseen conditions, such as (but not limited to) particularities in the Plan of Approach provided for an (EMVI) tender.

24.6 If, for any reason, the work is interrupted and later resumed, Kooiker is entitled to reimbursement from the client for all resulting costs, such as (but not limited to) storage costs and transportation costs.

24.7 If there is an increase in the cost price (such as the purchase price of materials invoiced to Kooiker or an increase in labor costs) after the conclusion of the Agreement, Kooiker may raise the price (including the contract sum) if the performance of the Agreement has not yet been completed at the time of the increase. Kooiker is also entitled to recalculate (and therefore also increase) a (fixed) contract sum at any time before the start of the work. Only if the client is a consumer does the client have the right to cancel the Agreement in case of a price increase by Kooiker if the price increase occurs within three months of concluding the Agreement.

24.8 If the work is performed by Kooiker on a time-and-materials basis or with a budget, a standard surcharge of at least 10% on materials and other movable items (in addition to the quoted prices) applies unless otherwise agreed between the parties.

### 25. Provisional sums

25.1 Provisional sums refer to monetary amounts designated as such, which are included in the contract sum and charged against which expenses described further in the specifications are made.

25.2 If the total of the expenses charged against a provisional sum is higher or lower than the amount of that provisional sum, the difference will be settled.

25.3 For expenses charged against provisional sums related to the acquisition of building materials, prices will be calculated based on:

- a. prices based on delivery free on site or in the vehicle at the worksite;
- b. a contractor's fee of 10% on the prices referred to under a.

25.4 Packaging costs and the return thereof are at the client's expense.

25.5 For expenses charged against provisional sums related to the performance of work, prices will be calculated based on:

- a. the costs necessary for the performance, insofar as they directly relate to the execution;
- b. a contractor's fee of 10% on the costs referred to under a.

25.6 For expenses charged against provisional sums related to payments to third parties, prices will be calculated based on:

- a. the amount of payment made to third parties, excluding VAT;
- b. a contractor's fee of 10% on the amount referred to under a.

### 26. Quantities

# General terms and conditions Kooiker Groep

## Version 2023-A

26.1 Chargeable quantities refer to quantities indicated as such; deviations will be settled according to the provisions in the following article.

26.2 Estimated quantities refer to quantities indicated with terms like "estimated," "approximately," or similar expressions. A deviation from an estimated quantity will be settled if and insofar as the deviation exceeds 2.5% of that estimated quantity.

26.3 Deviations from quantities other than those referred to in the first or second paragraphs, which are requested or prescribed by the client, will be charged according to the price that Kooiker also charges in comparable situations unless the parties explicitly agree on a price. The client cannot rely on previously made offers and quotes (whether executed or not) by Kooiker if the parties have not explicitly agreed on a price.

26.4 If quantities of building materials are mentioned, they refer, unless otherwise specified, to quantities measured on-site.

### 27. Deviations from chargeable quantities

If chargeable quantities are listed and these prove to be too high or too low to complete the work in accordance with the Agreement or the nature of the work, deviations from these quantities will be charged according to the price that Kooiker charges in similar situations, unless the parties explicitly agree on a price. The client cannot rely on previously made offers and quotes (whether executed or not) by Kooiker if the parties have not explicitly agreed on a price.

### 28. Suspension, termination of work in an incomplete state, and termination

28.1 The client is authorized to suspend the execution of the work in whole or in part. Provisions that Kooiker must make as a result of the suspension, and damages that Kooiker suffers as a result of the suspension, will be fully reimbursed by the client to Kooiker.

28.2 If damage to the work occurs during the suspension, it will not be at the expense or risk of Kooiker.

28.3 If the client exercises their right to suspend the execution of the work in whole or in part, Kooiker may also demand payment for the part of the work that has been completed. The client must also pay Kooiker a reasonable fee determined by Kooiker for materials delivered to the site that have not yet been used, and all costs and damages incurred by Kooiker as a result of the suspension.

28.4 If the suspension lasts longer than 14 days, Kooiker is entitled to terminate the work in an incomplete state without the client being entitled to any (damage) compensation, performance, or restitution. In such cases, settlement must be made in accordance with the last paragraph of this article.

28.5 If the (further) execution of the work or its completion becomes impossible because the object on or in which the work is to be carried out is destroyed, lost, or damaged, without it being attributable to Kooiker, Kooiker is entitled to terminate the work in an incomplete state without the client being entitled to any (damage) compensation, performance, or restitution. In such cases, settlement must be made in accordance with the last paragraph of this article.

28.6 If the client legitimately terminates the Agreement in whole or in part, settlement must be made in accordance with the last paragraph of this article.

28.7 In the event of termination (in whole or in part) of the work in an incomplete state, Kooiker is entitled to the full contract sum and all costs and damages that Kooiker has incurred as a result of the termination.

28.8 Kooiker is at all times entitled to terminate the Agreement. For agreements of indefinite duration, Kooiker has a maximum notice period of one week. In the event of termination by Kooiker based on this paragraph, Kooiker is entitled to the contract sum (price) for the work and deliveries Kooiker has performed up to that point.

### Provision of services

29. Applicability of Special Conditions for Service Provision  
The Agreement may (also) include the provision of services commissioned by or on behalf of the Client that do not fall under a contract for work (such as – but not limited to – those qualifying as a contract of mandate). In such (and similar) cases, this special section applies in addition.

### 30. Services – general

30.1 Kooiker will make its best efforts to perform the agreed services with care and diligence. All services are performed solely based on an obligation of best effort.

30.2 Assignments are accepted and performed exclusively excluding the application of Articles 7:404, 7:407 paragraph 2, and 7:409 of the Dutch Civil Code, even if the assignment is explicitly or implicitly provided with a view to performance by one specific individual.

30.3 Unless explicitly stated otherwise, prices for services are in euros, excluding VAT, excluding transport and shipping costs, excluding third-party charges, excluding travel and accommodation costs, and excluding any import duties, taxes, levies, and fees. The aforementioned costs may be charged separately (possibly also by third parties).

30.4 Kooiker is entitled to terminate the Agreement (free of charge) at any time. For agreements of indefinite duration, Kooiker has a notice period of a maximum of one week.

30.5 Performing tests, applying for permits, and assessing whether Client's instructions comply with legal or quality standards are not part of the assignment to Kooiker unless otherwise agreed.

### 31. Maintenance work

31.1 If Kooiker performs maintenance work for the Client (as a separate assignment or, for example, as part of a sales agreement), Kooiker is entitled to charge for labor hours, plus additional costs such as material costs and third-party charges.

31.2 The price of maintenance does not include material costs (such as the part to be replaced), and this will be charged additionally by Kooiker unless otherwise agreed.

31.3 Before repairs can actually begin, Kooiker will often need to investigate the possible causes. These activities may also be charged by Kooiker.

31.4 It may happen that, due to limited capacity, delays in the delivery of parts, other urgent jobs, or other reasons, the maintenance work cannot be completed on time. Kooiker is not liable for damage resulting from such delays.

### Purchase

32. Applicability of special conditions for purchase  
The Agreement may (also) include the Client purchasing goods from Kooiker (whether or not through an exchange). In such (and similar) cases, this special section applies in addition.

# General terms and conditions Kooiker Groep

## Version 2023-A

### 33. Delivery

33.1 The goods are delivered Ex Works (from the factory) as described in Incoterms 2020, unless the parties expressly agree otherwise.

33.2 If delivery takes place in parts, Kooiker has the right to treat each delivery as a separate transaction.

33.3 Delivery and transportation are always at the expense and risk of the Client (even when the parties agree, contrary to the foregoing, that Kooiker will handle transportation), unless expressly agreed otherwise.

33.4 In all cases, the Client has a duty to accept delivery. The duty to accept delivery means that the Client must accept what Kooiker offers for delivery (whether via a third-party carrier) at that time.

33.5 If it is agreed that Kooiker will handle transportation and the Client wishes to have the products insured during transport by Kooiker, or has other transportation requirements, this must be agreed upon in writing with Kooiker. The insurance is at the expense and risk of the Client.

33.6 The Client is responsible for ensuring, at their own expense, that delivery can take place at addresses accessible by trailer unless another type of truck has been agreed. The Client is required to provide, at their own expense, sufficient personnel and equipment for unloading the goods.

33.7 If it is agreed that Kooiker will handle transportation, the Client must provide Kooiker with all necessary data for transportation, including but not limited to the correct customs documents. The risk associated with the completeness and/or accuracy of the data rests with the Client. Any delay in delivery due to, for example, customs delays caused by incomplete or incorrect data provided by the Client is at the expense and risk of the Client.

33.8 If products cannot be received due to force majeure or the Client's failure to fulfill their obligation to accept delivery, or if they cannot be transported to their destination, Kooiker is entitled to store these products at the Client's expense and risk and demand payment of all associated costs, without the Client having the right to suspend payment.

33.9 If the Client fails to fulfill their obligation to accept delivery, Kooiker is entitled to terminate the Agreement free of charge after a period of 36 hours unless the Client takes delivery of the goods within that period and timely reimburses all outstanding claims and costs incurred and to be incurred by Kooiker.

33.10 Specified and/or agreed-upon deadlines (such as – but not limited to – delivery times) are approximate and never considered final deadlines.

33.11 The Client is not entitled to terminate the Agreement due to exceeding the specified deadline until they have given Kooiker written notice after the failure to deliver within the agreed delivery time, granting a reasonable period to make the delivery, and delivery still does not occur within that period. The Client is not entitled to terminate the Agreement if the late delivery is (partly) attributable to the Client.

33.12 The Client must always follow any instructions from Kooiker regarding the storage of the goods delivered by Kooiker.

33.13 If Kooiker provides advice or instructions to the Client, the Client cannot derive any rights from them. The Client remains solely responsible and liable, at their own expense and risk, for the use and operation of the goods, even if Kooiker has provided advice or instructions on them. The Client is (at their own expense) responsible for engaging their own independent experts in areas such as technology, implementation, maintenance, etc.

33.14 Kooiker is entitled to place promotional material on the goods, such as stickers.

### 34. Price

34.1 Unless expressly stated otherwise, prices in quotations and Agreements or in any other statement from Kooiker are in euros, excluding VAT, excluding maintenance, excluding ready-to-use services, excluding additional parts and accessories, excluding the replacement of filters, etc., excluding transportation and shipping costs, excluding charges from third parties, and excluding any import duties, taxes, levies, and fees.

34.2 An increase in cost-determining factors (such as – but not limited to – changes in legislation and regulations, government measures, currency fluctuations, or changes in the prices of necessary materials or raw materials) that occurs after the conclusion of the Agreement may be passed on to the Client by Kooiker. If the price increases by more than 10% after the conclusion of the sales agreement, the Client has the right to terminate the Agreement within 48 hours after Kooiker has notified the Client of the price increase. In case of termination under the above, Kooiker is not liable for any compensation or other reimbursement to the Client.

34.3 If the Client indicates that they wish to use leasing, Kooiker has the right (in deviation from the previous paragraph) to terminate the Agreement if the Client has not reached final agreements with the relevant leasing company within two weeks, has completed all formalities, and Kooiker has received confirmation from the leasing company that the total price will be paid to Kooiker (cumulative conditions). This period starts from the moment Kooiker connects the Client with the leasing company (for example, by sending a leasing offer to the Client).

34.4 Kooiker may offer the Client the opportunity to use leasing and, for example, issue a quotation for this purpose. In such a case, the agreement is concluded between the leasing company and the Client, and Kooiker is not involved. The Client is responsible for the choice of the leasing company, the type of lease, the lease terms, and all aspects of the lease. This is and remains the sole responsibility of the Client, who must arrange this further with the leasing company.

34.5 Maintenance is not included in the price unless explicitly agreed otherwise. If maintenance is agreed upon, it is limited to one maintenance session unless explicitly agreed otherwise.

### 35. Payment

35.1 Unless otherwise agreed, payment must be made without suspension and/or set-off, no later than prior to delivery, by bank transfer in euros.

35.2 Kooiker has the right, immediately after the conclusion of the purchase, to request that the Client pay the full or partial price (in multiple installments) within a period set by Kooiker (for example, within two weeks), even if delivery takes place later (for example, by sending a (pro forma) invoice). The Client must comply with this request.

35.3 Kooiker has the right to terminate the Agreement if the Client fails to make payment within the period specified by Kooiker. This period begins from the moment Kooiker has sent a payment request to the Client (for example, by means of a (pro forma) invoice).

35.4 If Kooiker terminates the Agreement (based on the provisions of this article or another basis), the Client owes Kooiker full compensation, which at least includes customization costs and loss of profit. Customization costs are the costs incurred by Kooiker prior to delivery (such as the installation of new filters, an additional tow bar, etc.).

### 36. Trade-in

36.1 When purchasing an item with a trade-in of another item, if the Client, while awaiting the delivery of the purchased item, has not yet physically delivered the trade-in item to Kooiker, the trade-in item remains entirely at the Client's risk and expense as long as the Client has not physically delivered the item to Kooiker. Until then, all costs, including maintenance costs, damage, loss, and depreciation, are the responsibility of the Client.

## General terms and conditions Kooiker Groep Version 2023-A

36.2 Kooiker is not bound by an agreed trade-in price if the actual delivery of the trade-in item occurs at a later date than the (approximate) specified delivery time. Kooiker has the right to uphold the Agreement, despite damage and/or depreciation to the trade-in object, and recover the damage/depreciation from the Client.

36.3 Unless expressly agreed otherwise, the Client guarantees to Kooiker that the trade-in items are free of third-party rights and claims, are free of damage, are in good, proper, and roadworthy condition, and have not been tampered with, such as (but not limited to) odometer manipulation. Furthermore, the Client guarantees Kooiker that they are not aware of any facts or circumstances related to the trade-in item(s) that the Client suspects or knows, or should know, may be of importance to Kooiker and of which Kooiker is unaware. The actual trade-in does not release the Client from the aforementioned guarantees.

36.4 The trade-in item must be delivered by the Client to Kooiker's business location. Delivery and transport are at the Client's expense and risk unless otherwise agreed by the parties.

### 37. Recall and return

37.1 The Client will not initiate a full or partial recall of products delivered by Kooiker or undertake any other corrective actions without prior consent from Kooiker.

37.2 At Kooiker's request, the Client will, at their own expense, initiate a full or partial recall and/or other corrective actions for products delivered by Kooiker.

37.3 If (part of) the government (whether via Kooiker or a supplier of Kooiker) requests or requires certain products to be removed, disposed of, destroyed, or other actions to be taken, the Client will fully cooperate at their own expense.

### Lending & rental

#### 38. Applicability of special conditions for lending and rental

38.1 The Agreement may (also) include that items are rented or lent to the Client. In these (and similar) cases, this special part is (additionally) applicable.

38.2 For convenience, this article refers to both situations as 'the rented item', 'rental', and similar terms (which also apply to items lent, lending, etc.).

#### 39. Rental regulations

39.1 If the parties have not agreed whether the use of items from Kooiker by the Client constitutes lending or rental, it shall be considered as rental, where the Client—if no other agreements exist—owes the rental price that Kooiker charges in similar cases.

39.2 The costs for the use of fuel, electricity, oil, and maintenance materials are entirely the responsibility of the Client.

39.3 Kooiker has the right at any time (both before and during the rental period) to demand that the Client pay a security deposit to Kooiker. The security deposit may not be considered by the Client as an advance payment on the rental amount or as a settlement for any risk of damage, theft, or embezzlement of the rented item. The security deposit can be retained by Kooiker if there is a suspicion that additional costs may be charged to the Client besides the rental fee. Kooiker may withhold the deposit until the amount of the costs is established and then offset these costs against the deposit. Kooiker is entitled to suspend the handover/making available of the rented item until the deposit is paid.

39.4 The Client is responsible for ensuring, at their own expense, that if Kooiker provides transportation, Kooiker can deliver the rented item to a suitable and accessible location.

39.5 The Client is responsible, at their own expense, for the following daily:

a. Checking the rented item for proper functioning;

b. Checking and refilling the oil, coolant, antifreeze, battery water, hydraulic oil, and any other fluids as per the instructions;

c. Checking the tires for good condition and correct tire pressure, and if necessary, inflating them to the recommended pressure;

d. Inspecting the condition of the machine's various fluid systems, such as hydraulic or cooling systems, hoses, and couplings;

e. Checking and, if necessary, repairing or replacing wear parts of the machine such as suction nozzles, blow nozzles, and filter bags.

39.6 The rented item may only be used in accordance with its intended purpose and in compliance with applicable laws, regulations, and safety guidelines. The Client must be familiar with the responsible and safe use of the rented item, conduct the necessary research, and use the item safely, responsibly, according to Kooiker's advice and instructions, and in accordance with laws and regulations. This includes taking necessary measures to protect the rented item from weather conditions.

39.7 If maintenance is required for the rented item (such as replacing parts) that the Client is not responsible for, the Client must notify Kooiker as soon as possible. The Client may not perform this maintenance without prior consent/instructions from Kooiker.

39.8 In the event of malfunctions, theft, loss, or other unusual occurrences, the Client is obliged to report this as soon as possible, and in any case within 24 hours of discovery, both by phone and by email to Kooiker. The Client must also, upon Kooiker's first request, file a police report and promptly provide Kooiker with a (copy of the) police report.

39.9 The Client is required, upon Kooiker's request, to make the rented item available for inspection and/or other than daily maintenance at the Client's expense.

39.10 The Client commits to granting Kooiker access to the location where the rented item is located at all times.

39.11 The Client is not permitted to:

a. Move the rented item to countries not covered by Kooiker's insurance. The terms of these insurances are available for inspection at Kooiker's office;

b. Place/use the rented item outside the EU;

c. Perform repairs on or make replacements or other modifications to the rented item without Kooiker's express prior consent;

d. Sublet, pledge, encumber, or otherwise make the rented item available to a third party.

39.12 The Client is aware that the rented item may be equipped with tracking equipment. The Client agrees that data will be stored and possibly used by Kooiker and third parties engaged by Kooiker. The Client also agrees that, in the event of partial or full non-compliance or late compliance with obligations, or in the event of indications thereof, the rented item may be remotely disabled or limited in operation. Kooiker shall not be liable for any damage resulting from this.

#### 40. Duration

40.1 If the parties do not agree on the duration of the rental period, the rental is considered to be for an indefinite period. In the case of an indefinite rental, either party is entitled to terminate the rental with one week's notice.

40.2 If the parties agree to a fixed-term rental and it is extended after the expiration of this period without specifying the new duration, the rental is considered to be extended for an indefinite period. Subsequently, both parties are entitled to terminate the rental with one week's notice.

#### 41. Price

41.1 The rental price must (always) be paid in advance unless otherwise agreed.

41.2 Transportation days are included in the rental period.

# General terms and conditions Kooiker Groep

## Version 2023-A

41.3 Operators and accessories are not included in the rental price unless otherwise agreed. Kooiker is entitled to charge a separate price for this if their rental is agreed upon.

41.4 If the Client does not use the rented item, regardless of the reason, this is at the Client's own risk and does not affect their payment obligations.

41.5 Kooiker is always entitled to implement a price increase, including mid-contract. In the event of a price increase of more than 10%, the Client is entitled to terminate the rental within 48 hours after Kooiker has notified the Client of the price increase. In the event of termination based on the aforementioned, Kooiker is not liable for any damages or other compensation to the Client.

41.6 The costs of transport, assembly, setup, and dismantling, any resulting damages, maintenance, and repairs are the responsibility of the Client unless explicitly agreed otherwise.

41.7 The Client is responsible for paying any toll charges in accordance with the relevant laws and regulations and instructions from authorities.

### 42. Condition of the rented item, damage, and insurance

42.1 The Client must inspect the rented item immediately after it has been made available (and before it is used) for any defects and to check if everything is present.

42.2 The Client is deemed to have received the rented item in good condition and complete unless the Client reports complaints to Kooiker immediately after the inspection mentioned in the previous clause.

42.3 Any damage to the rented item must be reported to Kooiker immediately upon discovery, but no later than 24 hours after the damage occurs. The Client shall allow Kooiker to carry out the necessary maintenance or repair work. The Client has no right to any compensation or price reduction due to interruptions in the rental period resulting from this.

42.4 During the rental period and the period when the rented item is otherwise in the Client's possession, the Client is liable to Kooiker for any damage to the rented item, regardless of whether the damage is covered by any insurance.

42.5 The Client indemnifies Kooiker against all claims from third parties related to the rented item or its use.

42.6 For each incident covered by Kooiker's insurance, the Client is always liable to Kooiker for at least the applicable deductible, as well as any premium increases caused by the incident.

42.7 Any compensation for damages must be paid to Kooiker. The Client is obliged to inform their insurers of this obligation and to provide Kooiker, upon first request, with the names and addresses of their insurers. Kooiker is entitled to notify these insurers that insurance proceeds for the items rented by Kooiker must be paid to Kooiker.

### 43. End of the rental

43.1 The Client must notify Kooiker at least three working days before the end of the rental period, or as much earlier as the Client wishes to return the rented item, that it will be returned.

43.2 The Client shall return the rented item to a location designated by Kooiker. If Kooiker does not designate a location, the Client must return the rented item to Kooiker's business address.

43.3 If the parties agree that Kooiker will pick up the rented item, the Client must ensure that the pick-up location is easily accessible for the appropriate transport vehicle at the Client's expense. If the Client's cooperation is required for the pick-up, the Client must provide such cooperation immediately. If the Client fails to comply with this obligation (e.g., Kooiker is required to wait), the Client is liable for all damages Kooiker incurs and all costs Kooiker incurs (including waiting time and transport and labor costs) as a result.

43.4 If the rented item is not returned at the end of the rental term, returned late, or not returned in a cleaned and good condition, this constitutes a breach of contract by the Client.

The Client is liable for all damages suffered by Kooiker as a result. This means, among other things, that the Client is fully liable for damages due to theft or loss, calculated based on the replacement value.

43.5 If the rented item is not returned at the end of the rental term or returned late, the Client is liable to pay Kooiker, by way of compensation for continued use, at least an amount equal to the rental price, with the relevant period rounded to whole weeks. For example, if the Client returns the rented item one day late, the Client is liable to pay at least the rental price for one week. This is without prejudice to the Client's obligations mentioned in the following clauses, Kooiker's right to claim full damages from the Client, and any applicable fines.

43.6 The Client must return the rented item (including loose accessories) in a timely manner, cleaned, filled with fuel (and, if applicable, filled with oil), with fully charged batteries, free of materials such as suctioned/loaded materials, and in good condition.

43.7 Additional labor time and costs incurred by Kooiker due to the Client's failure to comply with their obligations (e.g., insufficient cleaning of the rented item) will be charged to the Client, with these costs being estimated at a minimum of €500.