

## General Terms and Conditions – CWS Hygiene Nederland B.V

### 1 Formation and Applicability of the Agreement

- 1.1 In these general terms and conditions – hereinafter the '**GT&C**' – 'CWS' means the private company with limited liability CWS Hygiene Nederland B.V., with registered office in 's-Hertogenbosch, and its affiliated companies. '**Customer**' shall be understood to mean the person for whom CWS provides services and/or to whom CWS supplies Goods and/or to whom CWS supplies or rents out Consumables. '**Goods**' shall be understood to mean items that are sold or rented out by CWS to the Customer under the Agreement. '**Consumables**' means products used in or in connection with the Goods, to be supplied and/or delivered by CWS.
- 1.2 These GT&C apply to requests, offers and quotations from CWS, as well as to Agreements concluded with CWS. CWS explicitly rejects the applicability of the Customer's terms and conditions or other (general) terms and conditions, except where CWS has accepted the relevant terms and conditions in writing.
- 1.3 All requests, quotations and offers from CWS are without engagement and can be revoked or modified by CWS at any time. If an application or quotation specifies a period for acceptance, then the offer will expire immediately upon expiry of that period.
- 1.4 The agreement between CWS and the Customer - hereinafter the '**Agreement**' – becomes effective after the Customer has accepted CWS's offer in the broadest sense. If and insofar as the Customer accepts an offer from CWS with stipulations varying from these GT&C, those varying stipulations do not form part of the Agreement, unless CWS explicitly agrees to such varying stipulations in writing.

### 2 Prices and Payment

- 2.1 Unless otherwise agreed in the Agreement, the prices for Goods, Consumables and services are in euros (€) excluding VAT, additional reasonable costs/surcharges for the performance of the Agreement by CWS, and also excluding costs associated with the assembly/installation and disassembly of Goods.
- 2.2 CWS prices are in principle adjusted once a year on the basis of a reasonable indexation. If, in CWS's sole opinion, there are also valid reasons for an additional price increase or surcharge, such a price increase or surcharge may be implemented by CWS with due observance of a notice period of 2 (two) months.
- 2.3 CWS invoices are sent electronically to the Customer. If the Customer wishes to receive hard copies of the invoices, CWS will be entitled to charge reasonable costs for the provision thereof.
- 2.4 Unless otherwise agreed in writing, payment must be made by the Customer within 30 calendar days following the invoice date.
- 2.5 If the Customer fails to pay CWS's invoices within the payment term as referred to in Article 2.4, it will then be in default by operation of law and owe CWS the statutory commercial interest on the sums due, in which case CWS is entitled to suspend delivery and to send demands, or to take other judicial or extrajudicial measures, whereby the legal and other costs incurred by CWS, plus statutory commercial interest, will be charged to the Customer.
- 2.6 If so requested by CWS, the Customer is obliged to provide security for future payments within 14 days, subject to suspension of the obligations on the part of CWS. If the Customer fails to do so, it will immediately be in default, in which case CWS may terminate the Agreement (and demand compensation for the costs and loss incurred from the Customer) without CWS being obliged to pay compensation. The delivery time of the Goods will be extended by the suspension period.

### 3 Delivery and Execution

- 3.1 A delivery term stated in the Agreement applies between the Parties as a term of delivery by approximation only and not as a strict deadline.
- 3.2 The Customer will receive the ordered Goods and/or Consumables on a rental and/or purchase basis, in accordance with the Agreement. CWS is authorised to deliver replacement Goods and/or Consumables (of similar quality and functionality) if the originally ordered Goods and/or Consumables are not available at any time.
- 3.3 In the event that the Customer does not receive the Goods and/or Consumables, or does not receive them on time, in accordance with the Agreement, all costs incurred by CWS in connection therewith, including any costs for transport, storage and/or new delivery attempts, will be borne by the Customer.

### 4 Service

- 4.1 Assembly/installation and disassembly of the Goods will exclusively be done by CWS.
- 4.2 CWS is free to engage third parties for the performance of obligations under the Agreement and the Customer grants CWS permission in

advance to transfer the Agreement and its obligations under the Agreement to third parties in whole or in part. CWS is liable to the Customer for the performance of the Agreement by the third party or parties engaged.

- 4.3 The Customer is only permitted to rent, sub-let, use or otherwise make available rented Goods and Consumables to third parties if CWS has given the Customer written permission to do so. The Customer is not permitted to have the Goods and Consumables repaired, modified or altered by third parties.

### 5 Maintenance and Consumables

- 5.1 CWS will take care of the maintenance, repair, cleaning and/or replacement of the Goods in accordance with the Agreement, as well as the replenishment of the Consumables.
- 5.2 In the case of rented Goods, the Customer is obliged to purchase the Consumables from CWS, unless otherwise agreed

### 6 Warranty

- 6.1 CWS provides a one-year warranty on the moving parts of purchased Goods under normal use.
- 6.2 The warranty shall lapse if improper use has been made of the purchased Goods or if the Goods have not been installed and/or repaired by CWS, or if the Goods have not been used in combination with CWS Consumables.

### 7 Ownership/Retention of Title

- 7.1 Goods rented by the Customer remain CWS's property. The Customer is not entitled to dispose of, encumber or appropriate them.
- 7.2 The risk of the Goods purchased by the Customer transfers to the Customer at the time of delivery, with all the associated legal and other consequences.
- 7.3 Without prejudice to the provisions of Article 7.2, title to the Goods supplied will not pass to the Customer until the Customer has paid all outstanding debts due to CWS.
- 7.4 Unless otherwise agreed in writing, Consumables purchased by the Customer intended for use in combination with the Goods remain the property of CWS until the Customer has paid all outstanding debts due to CWS with regard to the Consumables.
- 7.5 In the event of any third-party claim to rented and/or purchased Goods and Consumables not yet paid or not yet fully paid, a moratorium or bankruptcy, the Customer is obliged to (i) inform the attaching party, administrator or receiver/liquidator about CWS's ownership/retention of title and (ii) Notify CWS in writing of such circumstances, as well as the location of the Goods and Consumables.
- 7.6 The Agreement and/or these GT&C do not contain any provision that may be construed as transferring or licensing CWS's intellectual property rights. Unless otherwise agreed in writing, the Customer is therefore not permitted to reproduce all or part of the Goods or to apply, remove or change any labelling or imprints.

### 8 Obligations of the Customer

- 8.1 The Customer will use and store the rented Goods and Consumables in an appropriate manner and follow CWS's instructions. Goods and Consumables are deemed to have been received by the Customer in good condition and, in the event of rental, must be returned to CWS in good condition at the end of the contract period.
- 8.2 The Customer is liable for any damage to property due to improper use of the rented Goods and the destruction, loss or theft of the rented Goods. The Customer is obliged to take appropriate measures in the event of damage to or the destruction/loss/theft of Goods and to immediately inform CWS thereof. In the event of damage to or loss of rented Goods, the full repair or replacement costs will be charged to the Customer.
- 8.3 After termination of the Agreement, except for normal wear and tear and aging, the Customer must have all rented Goods dismantled by CWS within 14 days at the Customer's expense and must ensure that they are without defects and as well-maintained as may be expected before asking CWS to pick them up.
- 8.4 If the Customer does not or not timely give CWS the opportunity to collect rented Goods, the Customer will be in default without any notice of default being required. CWS may enter the premises where the Goods are located in order to take back the Goods. The Customer must fully cooperate with this. The costs involved shall be borne by the Customer.
- 8.5 CWS is authorised to suspend the performance of the Agreement in whole or in part or to dissolve the Agreement in whole or in part, without judicial intervention and with immediate effect without being obliged to pay compensation, if (i) there is any failure of the Customer in the performance of its obligations under the Agreement and/or these GT&C, (ii) the Customer has applied for suspension of payments or is declared bankrupt, (iii) one of the Parties has been placed under guardianship or administration, (iv) the company of one

- of the Parties has been sold, pledged or terminated. All claims that CWS has or obtains on the Customer as soon as one or more of the above situations occur will be immediately and fully due and payable.
- 9 Complaints**
- 9.1 Upon delivery of the Goods and/or Consumables, the Customer must immediately inspect them for damage and faults, failing which the Goods and/or Consumables shall be deemed to have been received in good and undamaged condition and in accordance with the Agreement.
- 9.2 If there is any failure to perform on the part of CWS, the Customer must notify CWS in writing within 5 (five) working days after delivery, providing a clear description of the failure. If the Customer fails to do so, its rights in this respect will lapse.
- 9.3 Regardless of whether it was done timely or not, submitting a complaint as referred to in Article 9.2 does not entitle the Customer to suspend its payment obligation(s) vis-à-vis CWS.
- 10 Liability**
- 10.1 CWS is not liable for any damage that the Customer and/or any third party may suffer as a result of the Agreement, for whatever reason, except in the case of gross negligence or serious culpability on the part of CWS. If and insofar as CWS's liability has been established, only direct financial loss will be eligible for compensation, with the exclusion of indirect, consequential and/or non-material loss, and up to a maximum of the amount charged by CWS to the Customer in the previous calendar year, but never more than the sum insured by CWS in the relevant calendar year under its business liability insurance.
- 11 Confidentiality**
- 11.1 CWS and the Customer mutually undertake to keep confidential all information provided by the other party, including but not limited to the Agreement, except where the other party has given its written consent to disclose information. The Customer is obliged to impose this duty of confidentiality on persons involved in its business, such as its employees, and the Customer guarantees that these persons will not breach the aforementioned confidentiality.
- 11.2 If the Customer and/or its employees violate the duty of confidentiality, the Customer will owe CWS an immediately payable penalty of EUR 10,000 plus EUR 2,000 for each day that the violation continues. Contrary to Article 6:92, paragraph 2, of the Dutch Civil Code, the Customer is also obliged to pay this penalty if the violation is not attributable. In addition, CWS retains the right to claim damages.
- 12 Privacy**
- 12.1 CWS is entitled to use and retain all data it receives during the performance of the Agreement without limitation, but with due observance of the requirements of confidentiality as stated in Article 11.1.
- 12.2 If CWS and the Customer process personal data in connection with the performance of the Agreement, they will comply with the applicable regulations regarding privacy and data protection.
- 13 Amendment and Termination of the Agreement**
- 13.1 Unless otherwise agreed in writing, the initial term of the Agreement will be 36 months from the date of the first delivery of Goods and/or Consumables, with an automatic renewal for 12 months after each renewal date.
- 13.2 The Agreement will not be automatically renewed if one Party has terminated the Agreement in writing no later than six months before the end of the term, with due observance of a notice period of 6 months.
- 13.3 CWS may amend the Agreement if there are compelling reasons for CWS to do so. CWS may amend the GT&C provided that a revised version of the GT&C will apply to the Agreement between CWS and the Customer, and the Customer does not expressly object to this within two calendar months after CWS sent the amended GT&C to the Customer.
- 13.4 In the event of early termination by the Customer, the Customer will owe CWS a termination fee equal to the average turnover (100%) per month generated by CWS at the Customer in the year prior to the termination, multiplied by 6 (six). In addition, CWS reserves the right to claim damages.
- 13.5 Contrary to the provisions of Article 13.4, in the event of early termination of the Agreement in the first 18 months of the initial term, the Customer will owe CWS a termination fee, equal to CWS's turnover over 12 months, which will be determined using the average over the previous 12 months. In addition, CWS reserves the right to claim damages.
- 14 Force majeure**
- 14.1 If, due to force majeure, CWS is not able to perform the Agreement until more than six months after the agreed delivery time, each Party may terminate the Agreement by registered letter. The other Party will not be entitled to compensation as a result of this dissolution.
- 14.2 Force majeure shall be deemed to exist if CWS is unable to keep its agreements, or is unable to do so in time, due to a circumstance not attributable to CWS, including war, flood, natural disaster, epidemic, fire, destruction, damage to or defects of CWS's business assets essential for the performance of the agreement, strike, industrial action and lockout, government measures, transport difficulties, illness of personnel and/or lack of raw materials.
- 15 Other**
- 15.1 If any provision of these GT&C and/or the Agreement is declared null and void, this will not affect the validity of the other provisions of these GT&C and/or the Agreement.
- 15.2 The Agreement and these GT&C are exclusively governed by Dutch law. Applicability of the Vienna Sales Convention is explicitly excluded.
- 15.3 If any provisions of these GT&C and the Agreement should be contradictory, the provision in the Agreement will prevail.
- 15.4 The Court of East-Brabant will have exclusive jurisdiction to hear any dispute arising between CWS and the Customer in respect of the Agreement and/or GT&C.