

## GENERAL CONDITIONS OF BICARBLAST B.V. zip code 5521 DJ Eersel, The Netherlands.

**Article 1 – General** 1.1 The following conditions apply to all present and future tenders and all agreements entered into or activities undertaken by BicarBlast B.V. 1.2 The nullification or invalidity of any stipulation of these conditions does not affect the validity of the remaining conditions. 1.3 In the case of the nullification or invalidity of any stipulation of these conditions that stipulation which most nearly covers the stipulation declared null is to be regarded as valid. 1.4 Any deviation from these conditions applied or tolerated at any time by BicarBlast B.V. to the advantage of the client never gives the latter the right to appeal to such at a later date or to demand the application of such deviation as an established fact

**Article 2 - Realization of the agreement** 2.1 All tenders and all agreements entered into by BicarBlast B.V. take place on the two following deferring conditions: The client is found creditworthy. The agreement is to be accommodated with a credit insurance company, factoring company or similar enterprise. 2.2 All tenders including price quotations, brochures and price lists - are without obligation and may be revoked without any prescribed form, even after acceptance of the tender by the client. Rescission after acceptance by the client is to occur without delay. 2.3 Any acceptance of the tender referred to in article 2.2 which deviates from the tender is valid as a rejection of the original tender and as a new tender which is not binding on BicarBlast B.V. This also applies if the acceptance only differs from the tender on minor points. 2.4 An order is only binding on BicarBlast B.V. to the extent that this has been made in writing by it and accepted without conditions. 2.5 (Purchase) agreements may not be rescinded by the client without the written permission of BicarBlast B.V.. An agreed cancellation results in the fact that costs already made as also the amount of the loss of profit and any losses are for the account of the client. 2.6 Any subsequent agreement between BicarBlast B.V. and the client, whether or not entered into on the execution of the agreement, is only regarded by BicarBlast B.V. as having been realised on the written agreement of BicarBlast B.V.. 2.7 Supplies of custom made products/machines are always final and can't be cancelled. 2.8 Any unmistakable error(s) in the tender made by BicarBlast B.V. dismiss the latter from its obligation to supply and/or any damages arising therefrom, even once the agreement has been made.

**Article 3 – Prices** 3.1 All prices are calculated on the basis of delivery not more than 6 weeks after the date of the tender, excluding VAT or any equivalent tax on turnover. 3.2 All prices in the mentioned, as referred to in article 2.2, only apply to those tenders and may be revised until the time that the agreement has been accepted. 3.3 Furthermore the price may be increased once the agreement has been entered into based on such external factors as: increase of taxes, prices of external suppliers, currency rates, basic materials, freight charges, wages and/or social contributions, import charges, levies or other charges. 3.4 There is no obligation on compound price tenders for the supply of a part against a similar portion for the entire price tendered. The same also applies to a smaller purchase than that covered by the tender. 3.5 Costs of suitable packaging and dispatch may be invoiced separately. BicarBlast B.V. is free in the choice of such packaging and dispatch.

**Article 4 - Delivery time** 4.1 The delivery time, unless explicitly agreed otherwise is only indicated as an estimate and can never be regarded as absolute. Any transfer of the delivery time does not give the client the right to any compensation of damages; neither can the client make any claims in this respect on rescission of the agreement. 4.2 BicarBlast B.V. is entitled to suspend further execution of his activities for as long as the client has not met all his obligations towards BicarBlast B.V.. This suspension right is valid until the time that the client has finally met his obligations, unless BicarBlast B.V. has meanwhile made use of its right to rescission of the agreement. The above does not impede the right to compensation of damages.

**Article 5 - Execution of the activities** 5.1 The agreement made by BicarBlast B.V. will be carried out to the best of its ability. Deviations of a secondary nature do not give the client any right to rescission and/or compensation of damages. 5.2 Any tender made by BicarBlast B.V. includes solely the activities described therein and the services rendered. In no case may it be required to carry out extra activities and/or services, to whatever extent such extra activities and/or services may be connected to those described in the tender. 5.3 BicarBlast B.V. reserves the right to carry out more activities than agreed and to charge the client for such if such activities are in the interest of the client and/or for the correct execution of the assignment. The client is to be informed as quickly as possible regarding the execution of such supplementary activities. 5.4 Should BicarBlast B.V. sell the product based on technical directions provided by the client, this latter guarantees the correctness of such details. Should the product not be able to be installed due to incorrect details the account and risk are for the client. 5.5 Should the parties have agreed that BicarBlast B.V. is to be responsible for the installation of the product sold by it, the client is to ensure that on the date fixed by BicarBlast B.V. all provisions have been made to make assembly possible. The client is thus to make available sufficient space, water and electrical points, etc.

**Article 6 – Inspection/testing/warranty:** 6.1 The client is to inspect the product within eight days of supply or of the assembly/installation being carried out by BicarBlast B.V.. The costs of the inspection are for the account of the client. 6.2 Should a trial have been agreed, the client is to give BicarBlast B.V. the opportunity after receipt, or if assembly/installation has been agreed after such assembly/installation, to carry out the necessary tests, as also those improvements and amendments that BicarBlast B.V. may consider necessary. The reception tests are to be carried out without delay at the request of BicarBlast B.V. for this purpose in the presence of the client. Should the reception tests be executed without specific or valid complaint or if the client does not meet his obligations, the product is to be considered to have been accepted. 6.3 The client is to make the necessary facilities available in sufficient measure, in good time, without charge and correctly placed for the reception tests and for any tests (all necessary personnel, pieces of equipment, assistance and business materials, water, current, heating and lighting) as also representative samples of any materials to be treated or processed. 6.4 In the case of matters that are to be repaired, altered or which are to be transported for other activities to any workshop or storage place to be indicated by BicarBlast B.V., the travelling and accommodation costs are for the account of the client who is obliged to pay to BicarBlast B.V. and/or to indemnify the owner of the workshop or storage place against possible claims of third parties or of itself. All warranties are on ex works basis. Travel expenses and working hours will be invoiced by BicarBlast.

**Article 7 - Dispatch and risk** 7.1 All matters dispatched by BicarBlast B.V. are transported for the account of and at the risk of the addressee/client. Returned materials are for the account of and at the risk of the dispatcher. 7.2 Any risk for goods is transferred to the client at the time that these have left the factory/store of BicarBlast B.V.

**Article 8 - Circumstances beyond one's control** 8.1 All circumstances not due to the intention and/or through no fault of BicarBlast B.V. which are of such a nature that observation of the present agreement cannot reasonably or no longer fully be required, gives BicarBlast B.V. the right to rescind the agreement in whole or in part and/or to suspend execution thereof without any obligation to compensation for damages. 8.2 All circumstances referred to in the previous section of this article do not apply, due to incomplete and/or delayed delivery by our suppliers, war and danger or war, whole or partial mobilisation, riot, civil war, import and export restrictions, measures taken by The Netherlands and/or foreign authorities which render the execution of the agreement difficult and/or more expensive than was envisaged on the entering into of the agreement, frost, strikes and/or business sit-ins, epidemics, traffic disturbances, loss or damage due to transport, fire, flood, failure in the supply of electricity, mechanical failure of machines, lack of raw materials and/or workers both in the business of BicarBlast B.V. and of third parties from whom it has to obtain the necessary materials or raw materials. 8.3 In cases of circumstances beyond one's control BicarBlast B.V. is entitled to amend the agreement to such a degree that the execution of the work is reasonably possible. The excess or reduced costs arising from the alteration of the order are to be settled between the parties whereas the client is obliged to pay BicarBlast B.V. a recompense for activities already undertaken but appearing to be of no use and for instruction days, should these appear necessary. The settlement is to take place in the above case within 4 weeks of the time in which it became clear that the order could not be executed in the manner originally agreed

**Article 9 - Claims and responsibility** 9.1 BicarBlast B.V. with the exception of that determined in the following sections, is never responsible for any damage whatsoever, including company damage which may arise for the client from an agreement made with the B.V. The client indemnifies BicarBlast B.V. in this respect against claims of third parties. 9.2 The liability of BicarBlast B.V. is limited to replacement of the defective goods supplied or part thereof or the return of the agreed price or a proportional amount thereof, all at the choice of BicarBlast B.V.. 9.3 At the same time the client will indemnify BicarBlast B.V. against all actions and claims regarding infringement of any intellectual or industrial property rights belonging to third parties if such action or claim is the consequence either directly or indirectly of work carried out in accordance with the requirements or specifications of the client. 9.4 Any claim, every right to claim and every defence of the client against BicarBlast B.V. is to expire within six months of the delivery of the goods, or at least after any deficiency could reasonably have been detected. 9.5 Furthermore, on penalty of the expiry of rights, all claims should be made by registered letter within 8 days of the delivery of the goods or at least after the deficiency could reasonably have been noted. Calcium removal has to be booked and paid separately. Normal deepcleaning will not remove calcium! Waiting hours will be invoiced after 30 minutes waiting. When BicarBlast and customer make an appointment and therefore an BicarBlast engineer is at customers location, customer has to make sure that BicarBlast engineer can start his work immediately and without waiting for more than 30 minutes per day.

**Article 10 - Retention of title and surety** 10.1 BicarBlast B.V. reserves the right to all goods supplied by it until the time of complete payment of the price of all the matters delivered or to be delivered by him to the client, as also regarding any further claims for any activities supplied by it in the framework of the delivery of goods and of that which BicarBlast B.V. has to claim on account of its being remiss in the observation of the agreement made with BicarBlast B.V., including collection charges, interest and fines. 10.2 The transfer of the property of the goods only takes place after complete payment of all claims has been made as referred to in the previous section. 10.3 If and to the extent that BicarBlast B.V. has received no payment of the claims due regarding that of which BicarBlast B.V. has reserved the right, it is entitled without serving notice and without legal intervention and is as far as necessary irrevocably authorised by the client to repossess the goods and the client is obliged to grant BicarBlast B.V. access in that respect to all the areas in use in his business, all without prejudice to the right of BicarBlast B.V. to claim damages from the client. 10.4 In the case also of deferred payment, application for suspension of payment, bankruptcy or liquidation of the business of the client, BicarBlast B.V. has the rights described in the previous section unless the trustee in bankruptcy or the administrator recognises the obligations arising from this agreement as property debts. 10.5 The client is entitled to sell the goods supplied by BicarBlast B.V. of which the latter is the owner, for the benefit of BicarBlast B.V. but however only to the extent that the like is customary within his normal business practice, unless BicarBlast B.V. has informed the client that he is no longer entitled so to do. 10.6 The parties are agreed that the client establish a non-possessory right of lien for the benefit of BicarBlast B.V. on the goods supplied by BicarBlast B.V. as soon as BicarBlast B.V. loses the property rights for whatever reason, the like as security of the payment of all existing and future claims of the client those of collection charges and interest being included. On the lack thereof all claims of BicarBlast B.V. are immediately claimable and the latter is entitled to rescind the agreement(s) without prejudice to the right to damages. 10.7 The client is forbidden to establish a non-possessory right of lien for the benefit of third parties on goods supplied by BicarBlast B.V. (regardless of whether the latter is still the owner of such goods). 10.8 BicarBlast B.V. may always require a banker's guarantee (to the extent that the goods purchased and supplied are not entirely paid for, as also before proceeding to delivery) or a similar surety as guarantee for payment of the sum due, or of that which is due after delivery. The client is then obliged to provide such surety. 10.9 BicarBlast B.V. may suspend delivery and/or declare the current agreement rescinded without judicial intervention if such surety as referred to above is not provided, notwithstanding its right to observation thereof and/or compensation for damages.

**Article 11 – Payment** 11.1 Payment is to be made within 30 days of the date of the invoice unless expressly agreed otherwise. 1.2 should the invoice not have been paid within 30 days BicarBlast B.V. is entitled to charge interest equal to the legal interest increased by 2% annually, part of a month being seen as a whole month. 11.3 Should the amount of the invoice not have been paid in its entirety on the date that it is due BicarBlast B.V. will be in neglect by the sole lapse of the period without summons or proof of default being required. BicarBlast B.V. is then entitled to rescind the agreement without judicial intervention, the rights due to it, as referred to in the previous sections of this article, remaining unimpeded. Furthermore the client is then bound to pay all costs to BicarBlast B.V. that the latter is to make on the collection of the sums outstanding, in particular: a. accounts of lawyers and counsels for their activities in and out of court, even in the case of their exceeding the amounts settled by the judge, bailiffs costs, acting managers and collection agencies as also all costs of foreclosure. The extrajudicial charges referred to above are set at 15% of the amount of the main sum with a minimum of EUR 227,-. the costs of application for bankruptcy, c. the storage costs in the case of suspension of delivery.

**Article 12 - Settlement/deferment** 12.1 The client is not permitted to settle any sum owed by him to BicarBlast B.V. with sums which BicarBlast B.V. may owe the client. 12.2 Should temporary delivery be impossible the client is not entitled to suspend payment. 12.3 Neither is the client entitled to suspension of payment under this agreement in connection with any other agreement made with BicarBlast B.V.

**Article 13 – Rescission** 13.1 Without prejudice to that determined elsewhere in this agreement regarding rescission at the time that the client is declared bankrupt, applies for suspension of payment or due to seizure, being under legal restraint or otherwise loses the right to dispose of his capital or parts thereof, the agreement is to be rescinded without judicial intervention and without any notice of default being required, unless the trustee in bankruptcy or the administrator recognises the obligations arising from this agreement as property debts. 13.2 Rescission results in the immediate duty to pay of reciprocal claims. The client is liable for the damage suffered by BicarBlast B.V. consisting among other things of loss of profit and transport charges.

**Article 14 – Disputes** 14.1 All disputes between the CLIENT AND THE CLIENT which may arise from the agreement made between them may be decided at the discretion of BicarBlast B.V. by the judge competent to do so based on the legal competence rules or the competent judge in the area of jurisdiction of the district court of the actual establishment of BicarBlast B.V.

**Article 15. Global Trade Compliance** 15.1 If Buyer transfers the Products (including hardware and/or software and/or technology as well as corresponding documentation, regardless of the mode of provision, services, including all kinds of technical support) to a third party, Buyer shall comply with applicable global trade laws, including (i) the U.S. Export Administration Regulations ("EAR") administered by the U.S. Commerce Department's Bureau of Industry and Security ("BIS"), (ii) the U.S. International Traffic in Arms Regulations ("ITAR") administered by the U.S. State Department's Directorate of Defense Trade Controls ("DDTC"), (iii) the economic sanctions rules and regulations administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"), (iv) European Union ("EU") regulations on export controls and sanctions, (v) United Nations sanctions policies, (vi) all relevant regulations made under any of the foregoing, and (vii) other applicable economic sanctions, export control, or import laws. In the event of any export, re-export, or other dealing in controlled products, technology,

services, or information, whether directly or indirectly, Buyer will first obtain all necessary written consents, permits, and authorizations, and complete such formalities as may be required by, any applicable global trade laws. 12 Version May 2018 15.2 Buyer will furthermore not sell or solicit sales, nor transfer goods, works and services of or provided by BicarBlast and/or Buyer to any restricted party (meaning any person included on one or more restricted party list, or any person owned by or acting on behalf of a person on one or more restricted party list, including (i) the list of sanctioned entities maintained by the United Nations, (ii) the Specially Designated Nationals and Blocked Persons List (the "SDN List"), the Foreign Sanctions Evaders List, and the Sectoral Sanctions Identifications List, all administered by OFAC, (iii) the U.S. Denied Persons List, the U.S. Entity List, and the U.S. Unverified List, all administered by the U.S. Department of Commerce, (iv) the consolidated list of Persons, Groups and Entities subject to EU Financial Sanctions, as implemented by the EU Common Foreign & Security Policy, and (v) similar lists of restricted parties maintained by other applicable Governments.)<sup>1</sup> Buyer furthermore will not, directly or indirectly, sell or solicit sales, nor transfer goods, works and services of or provided by BicarBlast and/or Buyer to any entity or individual located in, organized under the laws of, or ordinarily resident in any country or geographic region subject to comprehensive sanctions administered by OFAC or the EU, which currently includes Cuba, Iran, North Korea, Syria, and the Crimean peninsula. 15.3 Buyer will guarantee by appropriate measures that: a. there will be no infringement of an embargo imposed by the Netherlands, by the European Union, by the United States of America and/or by the United Nations by such transfer, by brokering of contracts concerning those goods, works and services or by provision of other economic resources in connection with those goods, works and services, also considering the limitations of domestic business and prohibitions of bypassing those embargos; b. such goods, works and services are not intended for use in connection with armaments, nuclear technology or weapons, if and to the extent such use is subject to prohibition or authorization, unless required authorization is provided; and c. the Products will not be used for any activity prohibited by international sanctions, including without limitation military activities, placement on military vessels, use in the production process of oil and gas or the transportation thereof. 15.4 If required to enable authorities or BicarBlast to conduct export control checks, Buyer, upon request by BicarBlast, shall promptly provide BicarBlast with all information pertaining to the particular end-customer, the particular destination, and the particular intended use of goods, works and services provided by BicarBlast, as well as any export control restrictions existing. 15.5 Any costs or damages resulting from a breach of this Clause shall be borne Buyer. Buyer shall indemnify and hold harmless BicarBlast from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any non-compliance with export control regulations by Buyer, and Buyer shall compensate BicarBlast for all losses and expenses resulting thereof.

\* A number of these restricted party lists are available online for reference. For example, the regulations of all applicable Sanctioned Party or Designated Persons Lists of the European Union are available at [http://eeas.europa.eu/cfsp/sanctions/consol-list/index\\_en.htm](http://eeas.europa.eu/cfsp/sanctions/consol-list/index_en.htm) and /or at [http://eeas.europa.eu/cfsp/sanctions/docs/measures\\_en.pdf](http://eeas.europa.eu/cfsp/sanctions/docs/measures_en.pdf) and are updated from time to time. Similarly, the SDN List maintained by OFAC is available at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>