

## **Terms and Conditions of Sale Clean Tech Worx B.V.**

Located at Het Goorke 29 A (4906CZ) Oosterhout, The Netherlands. Registered with the Chamber of Commerce with number 81106637.

### 1. Definitions

**Supplier** Clean Tech Worx B.V.

**Client** is a legal entity that enters into an Agreement with the Supplier for the supply of Goods and/or services.

**Quotation** is a written Quotation and estimate of Supplier in response to a request from the Client concerning Goods of Supplier.

**Purchase order** an order sent by the supplier to Clean Tech Worx to confirm the Quotation.

**Order confirmation** a written confirmation of an earlier commitment between Supplier and Client

**Agreement** the whole of Agreements between Supplier and the Client concerning the sale and delivery of Goods by Supplier to Client.

**Goods, Performances or Items** are the electric drivelines and all other Items Supplier delivers under an Agreement.

**Parties** are Client and Supplier.

### 2. Application

- 2.1. These Terms and Conditions of Sale of Clean Tech Worx Mobile Systems B.V. apply to all requests, Quotations, Agreements and orders between the Client and Supplier (hereinafter referred to as: Clean Tech Worx) with regard to the supply of the Goods by Clean Tech Worx.
- 2.2. These Terms and Conditions of Sale of Clean Tech Worx expressly reject any terms and conditions of the Client.
- 2.3. Written terms otherwise agreed on in the Agreement prevail over these Terms and Conditions of Sale, but are only valid for the Quotation, order or Agreement to which they relate.
- 2.4. These general Terms and Conditions of Sale can only be deviated from as far as this has been agreed in writing between the Parties, and no provision of the Client can amend these Terms and Conditions of

Sale.

- 2.5. If provisions in these Terms and Conditions of Sale are annulled, the remaining provisions remain unchanged in force. The Parties will enter into consultation to replace the void provisions.
  - 2.6. In the event of a conflict between a provision in an Agreement concluded by both Parties and a provision in these Terms and Conditions of Sale, the provision in the Agreement shall take precedence.
  - 2.7. Clean Tech Worx is entitled to amend these Terms and Conditions of Sale at any time.
- ### 3. Quotation and conclusion of the Agreement
- 3.1. A Quotation from Clean Tech Worx is without obligation. The Quotations are, unless stated otherwise in the Quotation, valid for a period of 30 calendar days after date of receipt, or date on which the Quotation should have been received.
  - 3.2. An Agreement between Clean Tech Worx and the Client comes into being, if (a) the Client accepts the Quotation by sending a signed Purchase order to Clean Tech Worx. Clean Tech Worx will confirm the Purchase order in writing with an Order confirmation. Or (b) if the Quotation is signed by both Parties in the Agreement.
  - 3.3. Each order accepted in this manner will be an individually binding Agreement between the Parties.
  - 3.4. A request for changes by the Client can only be submitted in writing to Clean Tech Worx.
  - 3.5. The images, drawings, catalogues, brochures, circulars, price lists or other documents made available by Clean Tech Worx in relation to quantity, packaging, dimensions, capacity, payload, consumption, weight, colour, content, composition, price etc. in the offer are the specifications that apply at that moment and are considered to be indicative.
- ### 4. Prices
- 4.1. All prices are exclusive of VAT and other levies imposed by the government, as well as exclusive of insurance, transport and packaging costs.
  - 4.2. Unless otherwise agreed in writing by the Parties, all prices will be in euros.

- 4.3. The Client is obliged to reimburse any additional prices resulting from a change to the original order. When costs arise from additional work, these will also be reimbursed by the Client according to the Agreement.
- 4.4. Clean Tech Worx reserves the right to charge the Client for a proportional price increase if, after the conclusion of the Agreement, an increase occurs in one or more pricedetermining factors and/or statutory levies, including labour wages, premiums, materials , (transport) tariffs (of third Parties) and exchange rate changes.
- 4.5. A price increase will never result in termination of the Agreement.
- 4.6. Offers concerning prices of repairs and services are indicative as well as prices offered in the Quotation.
- 4.7. All prices mentioned above can always be changed and/or adjusted by Clean Tech Worx.
5. Delivery
- 5.1. 5.1 Delivery takes place EXW (INCOTERMS 2010) at the agreed time and place at Clean Tech Worx in Oosterhout, the Netherlands or another location agreed on by the Parties.
- 5.2. The delivery time is the date of delivery of the Goods (including repairs/service) as stated in the Agreement concluded by the Parties.
- 5.3. If the execution of the Agreement by Clean Tech Worx can not take place within the agreed term, the Client will give Clean Tech Worx written notice of default with a reasonable term Clean Tech Worx still has to deliver. Clean Tech Worx is also entitled to execute the Agreement in partial deliveries. Each partial delivery is considered to be a separate delivery.
- 5.4. In the event of a delay in the delivery time by Clean Tech Worx, the Client will be entitled to dissolve the Agreement. Clean Tech Worx is entitled to claim compensation of 50% percent of the contract value.
- 5.5. The delivery times are always indicative and never give cause for termination of the Agreement.
- 5.6. Clean Tech Worx is never liable for direct damage nor for indirect damage as a result of delays in the delivery time.
- 5.7. Early delivery is permitted at all times. Clean Tech Worx will inform the Client of this in writing in a timely manner.
- 5.8. Clean Tech Worx is entitled to suspend delivery as long as the Client has not fulfilled all its obligations towards Clean Tech Worx, including the payment of compensation, interest and costs. This suspension lasts until the moment that the Client fully complies with his obligations.
- 5.9. The Client is obliged to take the Goods within five working days after Clean Tech Worx has informed the Client, in writing or orally, that they are available. If the Client refuses the delivery or is negligent with the provision of information or instructions necessary for delivery, Clean Tech Worx is entitled to take all measures at the expense and risk of the Client that seem reasonable to Clean Tech Worx.
6. Complaints
- 6.1. The Client shall inspect the Goods immediately after delivery, in order to assess whether they comply with the Agreement, in particular with regard to the determination of the Goods, the quantity and the agreed quality requirements.
- 6.2. If Items are defective or deviate from the requirements, the Client may sent a written notification of any defect within a period of eight days after delivery.
- 6.3. The Client will send the parts that are claimed to be defective to Clean Tech Worx, where the parts will be inspected. If a defect is found as a result of Clean Tech Worx' attributable failure in the performance, Clean Tech Worx will, at its discretion, proceed to repair or replace it.
- 6.4. Complaints made by the Client do not suspend his payment obligations towards Clean Tech Worx.
- 6.5. Client is only authorized to dissolve the Agreement if Clean Tech Worx is unable to rectify the shortcomings or defects.
7. Transfer of title and risk
- 7.1. Clean Tech Worx retains ownership of the Goods to be delivered to the Client, until full payment has been received for the item as agreed by both Parties and in accordance with provision 8.1 of these terms and conditions.
- 7.2. In the event of payment in advance or partial payment, ownership will only be transferred if all of the Client's obligations have been met.
- 7.3. When the Client does not fulfil his payment obligation, Clean Tech Worx is entitled to suspend the transfer of title until the payment obligation has been met.
- 7.4. The risk for direct and indirect damage to or caused by the Goods is transferred to Client at the moment of delivery.
- 7.5. If the Client does not take delivery of the Goods at the moment that Clean Tech Worx informs that they are ready, the risk passes five days after the Clean Tech Worx notification has been received, Clean Tech Worx preserves ownership of the Goods.
- 7.6. The Client will take care of the necessary insurance for the Goods.
- 7.7. As long as the ownership of the delivered Goods has not been transferred to the Client, the latter may not pledge the Goods, transfer them to others in ownership, possession, holding, or actually delivering any other right thereon to a third party.
8. Payment
- 8.1. Payment of the invoice shall be made in advance of the delivery of the Goods, or anyways as Parties have agreed in writing. Full payment means the payment of the entire invoice price and all outstanding Items in any form whatsoever.
- 8.2. Objections to the invoices sent to the Client must be notified to Clean Tech Worx in writing five days after receipt. If no objections are raised against an invoice within this period, the Client is deemed to agree with the invoice.
- 8.3. If the Client has not, not completely or not timely paid the agreed amount on the invoice, the Client is legally in default. Clean Tech Worx has the right, without notice of default, to settle the legal interest per working day from the day that should have been paid and increased by 0,2% of the unpaid amount. All other costs incurred by Clean Tech Worx in respect of the collection of the unpaid amounts are also at the expense of the Client.
- 8.4. Clean Tech Worx is always entitled, before fulfilling its obligations, to demand sufficient assurance in its opinion for the fulfilment of the obligations of the Client, if in the opinion of Clean Tech Worx circumstances give cause to do so. Refusal by the Client to provide the required security gives Clean Tech Worx the right to dissolve the Agreement, without prejudice to its right to compensation for damage, expenses and loss of profit.
- 8.5. Client is never entitled to suspend its payment obligations towards Clean Tech Worx.
9. Warranty
- 9.1. Clean Tech Worx guarantees that the Goods to be delivered, meet the requirements and standards that can be set for delivery and for which they are intended for normal use and are without defects in material or workmanship.
- 9.2. Clean Tech Worx guarantees a warranty period of twelve months with effect from the date of delivery Ex Works (EXW).
- 9.3. The warranty is limited to the discretion of Clean Tech Worx in their warranty conditions, to the replacement or repair of defective Goods, and is only granted to the first purchaser of an Clean Tech Worx product.
- 9.4. Proof of concepts and prototypes are excluded from warranty.
- 9.5. The Client accepts in advance any changes that Clean Tech Worx has made to or in the Goods in order to improve its proper functioning.
10. Cancellation, notice of default and dissolution
- 10.1. Clean Tech Worx can, if it does not wish to exercise its right to dissolution or if it is not entitled to dissolution, cancel the Agreement if this is an the Agreement that extends to continuous or recurring delivery, without Clean Tech Worx being obliged to pay any compensation to the Client.
- 10.2. If Clean Tech Worx wishes to dissolve the Agreement, in whole or in part, on the basis of a shortcoming of the Client, this is possible without notice of default by a single notification. Clean Tech Worx is entitled to claim compensation of 50% percent of the contract value.
- 10.3. Clean Tech Worx is entitled to terminate the Agreement immediately without any notice of default, judicial intervention and without compensation vis-à-vis the Client or to suspend performance of its obligations in whole or in part if:
- a. Client is in a state of bankruptcy or an application has been filed for this purpose;
- b. Client is in a state of suspension of payment or an application for this has been submitted; or
- c. Client ceases its business activities; or
- d. Client enters into liquidation; or
- e. Client otherwise loses the disposal and management of his assets; or
- f. at the expense of the Client (conservatory) attachment is made and this attachment is not lifted within fourteen calendar days; or
- g. Client loses a substantial part of the control to a third party; or

- h. Client is not deemed able to meet his due and payable debts.
- 10.4. In each of the cases mentioned in the previous paragraph, all (payment) claims of Clean Tech Worx on the Client are immediately due and payable in full.
- 10.5. Dissolution in no circumstance implies a waiver of rights by the Parties.
- 11. Liability
  - 11.1. Clean Tech Worx expressly excludes liability for any form of direct damage or indirect damage or damage for whatever reason and whatever nature occurs, without prejudice to the guarantee provisions, related to the delivery, use, possession or defects of delivered Goods.
  - 11.2. Clean Tech Worx is only liable for direct damage that is a direct consequence of an attributable shortcoming in the performance of its obligation.
  - 11.3. If there rests any liability on Clean Tech Worx, this liability shall at all times be limited to the amount of insurance paid out by the insurer to Clean Tech Worx in connection with liability.
  - 11.4. The Client indemnifies Clean Tech Worx completely against all claims or liability in connection with Goods delivered to the Client, damage suffered or performed by third Parties against Clean Tech Worx.
  - 11.5. Clean Tech Worx shall not be liable in accordance with applicable mandatory legislation including the liability for bodily injury or damage to personal property caused by defective Goods.
  - 11.6. Each claim against Clean Tech Worx expires after a period of twelve months, and lapses after 24 months or a shorter period, if this arises from the law, calculated from the moment of the occurrence of the claim.
- 12. Force majeure
  - 12.1. Natural disasters, earthquakes, floods, water damage, occupancy, fire, explosions, molestation, theft, strikes, illness of personnel, lack of personnel, epidemics, shortages of raw materials, wars and uprisings, cyber criminality, government measures or government actions, delays/absence of deliveries from suppliers, transport difficulties , withdrawal of permits from the Clean Tech Worx and its suppliers, solvency or liquidity problems are examples of force majeure but are not limited to this list.
  - 12.2. In the event of a situation of force majeure, Clean Tech Worx will send, as soon as possible, a

- notification to the Client to invoke force majeure.
- 12.3. The obligations of Clean Tech Worx may be suspended during a situation of force majeure.
- 12.4. If compliance is permanently impossible, Clean Tech Worx has the right to demand that the Agreement be amended in such a way that its execution remains possible.
- 12.5. If Clean Tech Worx has already partially fulfilled its obligations upon the onset of the force majeure, or can partially fulfil its obligations, it is entitled to retain the part of the performance that has already been delivered. Clean Tech Worx will pay the due purchase price or return the Goods at the risk and expense of the Client if it can be demonstrated that this part of the Goods can no longer be used effectively without the remaining Goods.
- 12.6. In the event of a situation of force majeure where fulfilment is no longer possible, both Parties are entitled to dissolve the Agreement in whole or in part, without the Client being entitled to compensation. Clean Tech Worx obtains the right to compensation of the costs already incurred.

- 13. Intellectual property rights and confidentiality
  - 13.1. Items and practices that are part of Agreements between the Parties that have property rights, remain in the ownership of Clean Tech Worx and can only be used for the execution of the Agreement.
  - 13.2. Only if expressly agreed, will Clean Tech Worx grant a non-exclusive license for any intellectual property rights on the Goods.
  - 13.3. All copyrights and other rights of intellectual or industrial property or similar rights to all documents, software, data, drawings, logos, calculations, models and other documentation provided to the Client shall only be provided to third Parties with the permission of Clean Tech Worx, to third Parties or used for third Parties.
  - 13.4. The Client guarantees that the use of the Goods will not infringe the property rights of Clean Tech Worx and is liable for all claims of the Parties involved or third Parties who, when using the Goods under the terms of the contract, result in the violation of these industrial/intellectual property rights. The Client will reimburse damage that Clean Tech Worx suffers through infringement of property rights by the Parties involved or third Parties.
  - 13.5. Both Parties will keep secret and will not disclose

- any technical or commercial information that is the result of discussion, negotiations and other communications between the Parties that relate to the order before, during or after the execution of the Agreement, without written permission.
- 13.6 In the event of a breach by the Client or his staff, Clean Tech Worx will legally expire without a summons or notice of default requiring an immediately due and payable fine of € 25,000.00 and an amount of € 2,500.00 for each day that the violation continues.
- 14. Applicable law and disputes
  - 14.1. Dutch law applies to these general sales conditions and all other Agreements concluded between the Client and Clean Tech Worx.
  - 14.2. The provisions of the Vienna Convention on the International Sale of Goods (CISG) are explicitly excluded.
  - 14.3. The court in Rotterdam is competent for disputes between Clean Tech Worx and the Client, including disputes that are only considered as such by one of the Parties.
- 15. Final provisions
  - 15.1. These Terms and Conditions of Sale filed with the Chamber of Commerce at 1 January 2019.
  - 15.2. The original version of this document is in Dutch and if a conflict of discrepancy occurs between the Dutch or English version, the Dutch version will prevail and take precedence.