

General Conditions filed at the Chamber of Commerce of Noord-Brabant under number 17064805 for performing services, supplying, hiring out or making goods available in any other way and for work performed by A. Jansen B.V. in Son and by affiliated companies ("Jansen").

## Article 1 Application and validity of these general conditions.

- 1.1 These General Conditions apply to all offers, agreements and other juridical acts intended to have legal consequences in which Jansen is involved, as well as all effects of this. If these General Conditions apply to an agreement, they also apply to all agreements resulting from that agreement.
- 1.2 Specific purchase conditions or general terms and conditions of counterparties or potential counterparties ("Client") expressly do not apply.
- 1.3 Deviations from these General Conditions only apply if expressly agreed between parties in writing.
- 1.4 If certain parts of these General Conditions are partly or wholly void or voided, this does not affect the applicability of the other provisions.

## Article 2 Application specific conditions

In addition to these General Conditions, the specific conditions of sale mentioned in this article also apply to all offers, agreements and other juridical acts aimed at any legal effect, including negotiations entered into with Jansen relating to the products or services mentioned in the relevant paragraph of this article. In the event of contradictions between these General Conditions and the specific conditions, these General Conditions prevail. In the case of contradictions between these General Conditions and the agreement, the agreement prevails.

### 2.1 For **Concrete mortar and grout:**

the specific conditions of sale for the sale, delivery and payment of cementitious mortar, calcium sulphate mortar, concrete mortar and wet masonry mortar.

### 2.2 For **Concrete products** (such as Legioblocks® or other prefabricated concrete products):

the General conditions for the delivery of concrete products (2014), as jointly drawn up by Dutch Construction and Infrastructure Federation (Bouwend Nederland) and the Dutch Precast Concrete Manufacturers Association (BFBN), or the most recently formally adopted version.

### 2.3 For **Contracting construction work:**

the General conditions for Contracting Work in the Construction Indus try (2013) (AVA), or the most recently formally adopted version.

### 2.4 For **Contracting demolition work:**

**the General Conditions of VERAS (2021), or the most recently formally adopted version.**

### 2.5 For **Recycling:**

the Acceptance Regulations of Jansen Recycling BV.

### 2.6 For **national road transport:**

the General Transport Conditions 2002 (AVC), or the most recently formally adopted version.

### 2.7 For **foreign road transport:**

the Convention on the Contract for the International Carriage of Goods by Road (CMR, Geneva, 19 May 1956), or the most recently formally adopted version.

### 2.8 For **Infra and renting out** (civil engineering, earth moving, and machinery hire, with or without operator):

the Cumela conditions 2020, as filed at the Court of Utrecht under number 15/2012 or the most recently formally adopted version.

## Article 3 Offers and confirmations.

- 3.1 All offers are drawn up in writing and are non-binding, even if they state a term for which the offer applies. When information is provided verbally, an offer is only deemed to have been made once it has been explicitly confirmed by Jansen in writing.
- 3.2 Jansen cannot be held to its quotations or offers if Client can reasonably understand that the quotations or offers contain an apparent mistake or a slip of the pen.
- 3.3 Client is solely responsible for orders, prescribed constructions, working methods, instructions, geotechnical or other research, calculations and data provided by it or on behalf of it, as well as for not providing data of which Client should have understood that this information could be relevant for Jansen with regard to making a correct offer or executing the agreement. Client warrants the accuracy, completeness of the information and that it is up to date. There is no responsibility on Jansen to verify this information.
- 3.4 All prices mentioned in the offers exclude VAT and levies imposed by the government. A fixed price only apply to the entire work if this has been explicitly stated. Prices can be expressed through a more specifically described unit of work and/or supplied material, or in a time unit.
- 3.5 Offers must be confirmed by Client in writing.
- 3.6 The agreement only comes into effect after Jansen in turn has acknowledged the written confirmation by

Client in an order confirmation in writing, or after Jansen implements the agreement.

- 3.7 Jansen is not liable for damages, if it nevertheless decides to not conclude the agreement before or after the written confirmation by Client.
- 3.8 If the acceptance (whether or not on minor points) differs from the offer stated in the quotation/offer, the agreement will be concluded in accordance with Jansen's offer, unless Jansen explicitly agrees to these deviations in writing.
- 3.9 Should one or more cost price factors undergo a change after the date of the offer, even if this occurs due to foreseeable circumstances, then Jansen may adjust the agreed price accordingly. These cost price factors include wages, raw materials, taxes, excise duties, import duties, freight prices, fuel prices, strikes, laws and regulations, government measures and government recommendations.
- 3.10 If the new price referred to in article 3.9 is more than 25% higher than the original price, the Client has the right, within a period of three days after receipt of the notification regarding the new price, to dissolve in writing (in Dutch: *ontbinden*) the not yet executed part of the agreement, unless such dissolution (in Dutch: *ontbinding*) is unacceptable according to standards of reasonableness and equity (in Dutch: *naar maatstaven van redelijkheid en billijkheid onaanvaardbaar*). Jansen is not liable for any resulting damage.

## Article 4 Suspension, dissolution and premature termination of the agreement

- 4.1 Jansen is authorised to suspend the fulfilment of its obligations or to dissolve (in Dutch: *ontbinden*) the agreement if:
  - Client does not meet the obligations from the agreement, or does not meet them completely or on time;
  - Jansen becomes aware of circumstances after concluding the agreement that give good grounds to fear that Client will not fulfil its obligations;
  - Client was requested to provide security for the fulfilment of its obligations under the agreement when the agreement was concluded and this security has not been provided or is insufficient; and if
  - due to a delay on the part of Client, Jansen can no longer be required to fulfil the agreement under the agreed conditions.
- 4.2 Furthermore, Jansen is entitled to dissolve (in Dutch: *ontbinden*) the agreement if circumstances arise of such a nature that fulfilment of the agreement is impossible or if an unaltered maintenance of the agreement cannot reasonably be required from Jansen.
- 4.3 If the agreement is dissolved (in Dutch: *ontbinden*), the claims by Jansen against Client are immediately due and payable. If Jansen suspends fulfilment of the obligations, it retains its claims under the law and the agreement.
- 4.4 If Jansen decides to suspend or dissolve (in Dutch: *ontbinden*) the agreement, it is not obliged to compensate for any damage and costs caused as a consequence thereof.
- 4.5 If the dissolution (in Dutch: *ontbinding*) can be attributed to Client, Client shall compensate Jansen for the loss it has incurred, including costs and expenses.
- 4.6 If Client cancels a placed order wholly or partly, Client is required to pay all costs incurred by Jansen for the order. This includes in any case the costs of the ordered or prepared goods, any supply, discharge and delivery costs and the working time reserved for the implementation of the agreement. Cancellation by Client is only possible if Jansen expressly agrees to this in writing and under conditions to be set by Jansen.

## Article 5 Retention of title

- 5.1 All goods supplied by Jansen remain Jansen's property until Client has fulfilled all obligations towards Jansen, not limited to the agreement.
- 5.2 Items supplied by Jansen, which are subject to the retention of title may not be resold, pledged, encumbered, alienated or used as a means of payment.
- 5.3 Client must always do everything that can reasonably be expected of it to secure Jansen's property rights.
- 5.4 Client must inform Jansen immediately if third parties seize the goods supplied under retention of title or if they want to establish or enforce rights upon these goods.
- 5.5 Client must insure the goods supplied under retention of title and keep them insured against fire, explosion and water damage, and theft and submit the policy of this insurance to Jansen upon first request. In the event of

an insurance payment, Jansen is entitled to these funds. Client agrees in advance to cooperate with Jansen in everything that is necessary or desirable for Jansen in this respect.

- 5.6 In the event Jansen avails itself of its proprietary rights, Client gives in advance unconditional and irrevocable permission to Jansen and third parties to be appointed by Jansen to enter the premises where the property of Jansen is located and to take back those goods.

## Article 6 Invoices and payment

- 6.1 Client shall pay invoices within thirty days of invoice date, unless expressly agreed otherwise in writing. Payment takes place in the manner indicated by Jansen.
- 6.2 When the term of payment is exceeded, Jansen is entitled to calculate the statutory trade interest over the due and payable sum, as referred to in articles 6:119a and 6:120 of the Netherlands Civil Code.
- 6.3 If Client has not paid an invoice on the due date, Jansen is entitled to suspend the related obligation to deliver until this payment has been made, increased by the accumulated interest as referred to in paragraph 2, or to require cash payment or advance payment or adequate security for what is still to be delivered.
- 6.4 Jansen may recover all extrajudicial recovery costs from the Client, including collection costs, as soon as the Client is in default with the fulfilment of its payment obligations. The extrajudicial costs amount to 15% of the amount of the main sum and interest, unless Jansen proves to have incurred more costs, with a minimum of €250,-.
- 6.5 Jansen has a right of retention on goods and documents that Jansen retains in its possession in connection with the agreement. Jansen may also avails itself of this right of retention towards Client if the Client has not yet paid due claims.
- 6.6 Client may not set off undisputed claims against Jansen with a view to outstanding invoices of Jansen.

## Article 7 Force majeure

- 7.1 Jansen is not obliged to fulfil any obligation towards Client if it is hindered to do so as a result of a circumstance that cannot be attributed to negligence, and for which Jansen cannot be held accountable by law, juridical act or common practice.
- 7.2 In these general conditions force majeure means, in addition to what is considered force majeure by law and case law, all external causes, foreseen or unforeseen, which Jansen cannot influence, as a result of which Jansen is not able to fulfil its obligations. This can include damage as a result of natural disasters or storm damage, war, threat of war or any other form of armed conflict including terrorism or threat thereof which hinders the supply of goods or raw materials, strikes, also in the company of Jansen, forced shutdowns, riots and any other form of disruption and/or hindrance caused by third parties, loss or damage to goods during transport, illness of one or more employees who are difficult to replace, legislative or administrative measures by the government which hamper deliveries, including import and export bans, as well as measures taken to combat an epidemic or pandemic, shortage and/or breakdowns of means of transport, production equipment, computer network, energy supplies, fire, accidents, late delivery by suppliers to Jansen, stagnation in the supply of raw materials, parts and energy.
- 7.3 Jansen may suspend the obligations under the agreement during the period in which the force majeure continues. If this period lasts longer than two months, each party is entitled to dissolve (in Dutch: *ontbinden*) the agreement without any obligation to pay damages to the other party.
- 7.4 If Jansen has partially fulfilled or fulfilled its obligations when force majeure occurs, and this part has independent value, Jansen is entitled to invoice this part separately.

## Article 8 Liability and indemnification

- 8.1 Jansen's liability is limited to what is regulated in this provision.
- 8.2 Jansen is not liable for any damage, of whatever nature, caused by the fact that Jansen relied on incorrect, incomplete and/or outdated information provided by or on behalf of Client, or on a representation of state of affairs outlined by Client, which in any case expressly includes (i) information on the contextual factors or (ii) information on products previously purchased from Jansen, if the agreement (also) relates to the reuse of these products. Jansen is in no obligation to examine the information provided or the outlined state of affairs itself.

- 8.3 Jansen is only liable for direct damage. Direct damage is exclusively understood to mean the reasonable costs incurred to establish the cause and scope of the damage within the meaning of these general conditions, the reasonable costs incurred to have Jansen's faulty performance comply with the agreement, insofar as these can be attributed to Jansen, and reasonable costs incurred to prevent or limit damage, insofar as Client proves that these costs resulted in limiting the direct damage as referred to in these conditions.
- 8.4 Jansen is not liable for indirect damage, including consequential damage, lost profit, missed savings and damage due to business interruption.
- 8.5 Client indemnifies Jansen against any claims of third parties, who have incurred loss in connection with the execution of the agreement and of which the cause cannot be attributed to Jansen.
- 8.6 If Client requests employees of Jansen to perform work without the express written permission of Jansen's executives, Client is liable to Jansen for damages caused by actions of Jansen's employees, respectively Client shall indemnify Jansen and hold Jansen harmless against claims, including from third parties.
- 8.7 The limitations of the liability included in this article do not apply if the loss has been caused by wilful intent or gross negligence of Jansen or its managers.
- 8.8 All claims of Client must be submitted to Jansen in writing within six months after the performance of the agreed activities, failing which such claims will lapse.

#### **Article 9 Applicatie law and disputes**

- 9.1 Dutch law exclusively applies to all legal relationships to which Jansen is a party, even if an obligation is wholly or partially carried out abroad or if the party involved in the legal relationship is domiciled there. In legal relationships with a cross-border character, the Vienna Sales Convention (Convention on the International Sale of Goods) applies, unless explicitly agreed otherwise in writing. The applicability of Article 50 CISG is excluded. The applicability of the CISG also extends to the specific conditions mentioned in article 2 of these General Conditions.
- 9.2. All disputes arising from a legal relationship between Jansen and Client will be exclusively settled by the competent court in 's-Hertogenbosch (Rechtbank Oost-Brabant).

#### **Additional conditions Jansen Betonwaren B.V. and Jansen Legioblock B.V.**

The specific conditions referred to in this section apply to all offers, agreements and other juridical acts intended to have any legal effect (including negotiations entered into) in connection with the sale and installation of Legioblocks®.

1. The Legioblocks® must be assembled correctly. Only if Jansen takes care of the assembly, the correctness of the assembly can be guaranteed. Any liability for the correct or incorrect use of the Legioblocks® is excluded. Should Jansen be held liable, this liability is limited to the invoiced amount of the delivery of the relevant batch of Legioblocks®, with a maximum of € 25.000.
2. Charge of additional and/or deductive work to be adjusted per block.
3. The building site must be easily accessible and traversable.
4. The surface on which the blocks have to be constructed needs to be flat levelled, sufficiently load-bearing and marked. The responsibility lies exclusively with Client.
5. If the surface, foundation or other contextual factors do not meet the applicable safety standards before or during the execution of the agreement or, in the opinion of Jansen, are not suitable to place the Legioblocks on in a responsible and safe manner, at least not without additional costs, or if Client wants Jansen to relocate or reuse Legioblocks previously placed by Jansen, the following course of action will be followed:
  - i Immediate consultation will take place between Jansen and Client.
  - ii If the Parties reach an agreement at the end of these consultations, they will then take the necessary measures to implement the agreed solution as soon as possible;
  - iii No consultations will take place in the following cases:
    - a. When the safety of persons is in immediate jeopardy
    - b. When there is an immediate threat of environmental damage;
    - c. Where there is an immediate threat to the preservation of any part of the project or adjacent properties.
  - iv If the parties do not reach an agreement at the end of such consultation or if no consultation

takes place, the decision on a solution will be made by Jansen.

- v If Client wants to have the Legioblocks installed despite Jansen's negative decision, or - if applicable - Client does not accept the conditions as stated by Jansen, Client is obliged to sign the "special circumstances Legioblock" indemnification form prepared by Jansen for that purpose. The risk of the Legioblocks not complying with the agreement, including the risk of cracks and/or crumbling or any other risk as a result of which damage may occur, are in that case borne exclusively by Client. Jansen is in such case not liable for any costs or damage in connection with any difference between the topical condition of the Legioblocks and the erected construction on the one hand and the condition envisaged by the parties prior to entering into the agreement on the other hand.
  - vi If Client is unwilling to sign the form, Jansen may suspend or dissolve (in Dutch: ontbinden) the performance of the agreement in accordance with article 4 of these general conditions. Client shall indemnify Jansen and hold Jansen harmless against claims of third parties pertaining to possible risks, damages, delays and penalties, including the costs of legal assistance to be incurred.
  - vii If Jansen cooperates - entirely without obligation -, Jansen is not liable for any costs or damages in respect of that manner in which cooperation was provided and execution took place. Client shall indemnify and hold Jansen harmless against all claims of third parties, including the Client's staff.
6. The maximum discharge time per lorry is 30 minutes. Extra time taken due to poor accessibility and/or placing conditions is charged at € 97,50 per hour.
  7. Jansen's offer is based on a preliminary estimate, should it be necessary to supply more Legioblocks after using the static calculation, these will be settled per Legioblock.
  8. Client understands and accepts that when placing the Legioblocks, machines may be used which may leave usual tracks, such as caterpillar tracks. Any costs for levelling the ground and/or undoing the tracks will be at the expense and risk of the Client.