GENERAL TERMS AND CONDITIONS OF MIDDELKOOP-VERMEULEN HOLDING B.V., MIDDELKOOP SERVICES B.V. AND MIDDELKOOP SOLUTIONS B.V.,
having their registered office in Haaften, registered with the Dutch Chamber of Commerce in 's-Hertogenbosch under numbers 97622117, 97647888 and 97635928 – Dutch conditions: 00555589.

ARTICLE 1 DEFINITIONS

1. Assignment: an agreement pursuant to which one party, the Contractor, undertakes towards the other party, the Client/supplier/lessor (hereinafter: the Client), to perform work or to provide services, such as the execution of work, the inspection of materials, or the rental of movable property.
2. Client: the natural or legal person who instructs the Contractor to carry out work or provide services.
3. Lessee: the natural or legal person to whom the lessor provides the use of an item in return for payment and for a fixed or indefinite period.
4. Contractor/Lessor: "Middelkoop-Vermeulen Holding B.V., Middelkoop Services B.V. or Middelkoop Solutions B.V.", having their registered office in Haaften (hereinafter jointly referred to as: "Middelkoop" or "Lessor").
5. Parties: the Client and/or the Contractor and Middelkoop collectively.Wherever any of the Middelkoop companies is referred to hereinafter, this will be designated as "Middelkoop".

ARTICLE 2 APPLICABILITY

1. Unless agreed otherwise in writing, these general terms and conditions apply to all offers made by, and all agreements concluded with, any of the Middelkoop companies. In particular, these terms and conditions apply to all assignments for the performance of work (contracting), the inspection of lifting and hoisting equipment, electrical tools, ladders, scaffolding and other materials, and to all rental agreements entered into by Middelkoop regarding movable or immovable items. These general terms and conditions also apply to supplementary and/or follow-up agreements.
2. Deviations from and/or additions to these general terms and conditions are valid only if agreed in writing.
3. If any provision of these general terms and conditions is null and void or annulled in whole or in part at any time, the remaining provisions shall remain fully applicable. Middelkoop and the counterparty will then consult to agree on new provisions that replace the invalid or annulled provisions, respecting as far as possible the purpose and intent of the original provisions.

CONTRACTING OF WORK / MATERIAL INSPECTION

ARTICLE 3 ASSIGNMENT AND DELIVERY TIME

1. An assignment is only concluded once it has been accepted by Middelkoop.
2. Each assignment is accepted and carried out exclusively by Middelkoop, which is authorised to have the work performed wholly or partly by third parties under its responsibility.
3. Assignments are in principle performed within Middelkoop by Mr G.H.R. Middelkoop. Work may also be carried out by self-employed contractors engaged by Middelkoop. In the event of illness and/or prevention from work, Middelkoop is not required to arrange a replacement. The Client has no right to compensation for any delay arising therefrom, nor is the Client entitled to terminate the agreement.
4. Assignments performed by and/or under the responsibility of Ms H.E. Vermeulen shall be agreed in writing in advance.
5. Middelkoop will perform the agreed work to the best of its knowledge and ability and in accordance with the professional standards required in the industry.
6. The Client or any affiliated person/entity is not permitted, without Middelkoop's prior written consent, to enter into any employment or other working relationship (under any designation) with any third party made available by Middelkoop, such as a self-employed contractor, subject to a penalty of €50,000 (fifty thousand euros), without prejudice to Middelkoop's right to claim additional damages.
7. Delivery times provided by Middelkoop may never be considered strict deadlines unless agreed otherwise in writing. In the event of late delivery, the Client must give formal notice of default in writing and allow a reasonable period of at least 10 working days for performance following receipt of such notice.
8. Exceeding the delivery time does not entitle the Client to compensation for delay damage, nor to termination of the agreement.
9. Cancellations of assignments may only take place in accordance with the provisions in the assignment agreement. As a rule, cancellation must be made at least 24 hours in advance, excluding the period from Friday 17:00 to Monday 07:00. Notice must be given in writing via info@middelkoopservices.nl and Middelkoop must additionally be notified by telephone. Example: Work scheduled for Monday must be cancelled before Friday 07:00.
10. Inspections constitute a snapshot. Materials are inspected at the moment the inspector has the item in hand. Subsequent defects cannot be recovered from Middelkoop.
11. Inspections by Middelkoop are carried out by certified inspectors.
12. An inspection by Middelkoop is valid only if accompanied by a sticker with an object number including QR-code and a validity sticker. Middelkoop cannot be held liable for loss of these stickers.

ARTICLE 4 QUOTATIONS

1. All quotations issued by Middelkoop are without obligation, unless a period for acceptance is stated in the quotation.
2. The prices stated in a quotation are exclusive of VAT.
3. If the acceptance (whether or not on minor points) deviates from the offer included in the quotation, Middelkoop is not bound by it. The agreement will not be concluded in accordance with this deviating acceptance unless Middelkoop indicates otherwise.
4. Quotations do not automatically apply to future orders.
5. Middelkoop may pass on to the Client any increase in cost-determining factors that arise after conclusion of the agreement. The Client must pay such increases immediately upon request.

ARTICLE 5 INVOICING

1. For execution of an assignment, the Client owes the agreed hourly rate multiplied by the number of hours worked, plus agreed reimbursements and VAT. By way of deviation, assignments may also be invoiced at a fixed price.
2. Middelkoop is entitled to invoice the amount due pursuant to paragraph 1 on an interim basis during execution of the assignment.
3. Unless otherwise explicitly agreed to in writing, Middelkoop will invoice the Client based on hours worked and kilometres travelled. The hourly rate may be increased annually by a percentage determined by Middelkoop.
4. The following costs are borne by the Client unless agreed otherwise:
    a. all transport and shipping costs;
    b. costs for dismantling and assembly;
    c. travel and accommodation costs including meals.
5. Middelkoop's administration regarding the nature and duration of the work performed constitutes full proof against the Client, subject to the Client providing evidence to the contrary.

ARTICLE 6 FORCE MAJEURE

1. Middelkoop cannot be held liable for any failure to perform obligations if such failure is the result of force majeure.
2. Force majeure includes, but is not limited to: failure by third parties engaged by Middelkoop (suppliers, subcontractors, carriers), adverse weather conditions, natural disasters, terrorism, cybercrime, digital infrastructure failures, fire, power outages, epidemics or pandemics, loss or theft of tools, materials or information, roadblocks, strikes or work interruptions, import or trade restrictions.
3. Middelkoop may suspend performance of its obligations for as long as the force majeure persists. Once the force majeure situation ends, Middelkoop will perform as soon as its planning permits.
4. If performance becomes permanently impossible, or if the temporary force majeure situation continues for more than six months, Middelkoop may dissolve the agreement immediately, in whole or in part. The Client may also dissolve the agreement, but only for the part not yet performed.
5. Neither party is entitled to compensation for damages resulting from force majeure, suspension, or dissolution on the basis of this article.
6. If Middelkoop has already partially performed its obligations at the time the force majeure occurs, and this part has independent value, Middelkoop is entitled to invoice this part separately.

ARTICLE 7 PAYMENT

1. Payment of Middelkoop's invoices must be made within 30 days of the invoice date, unless agreed otherwise in writing.
2. If the payment term is exceeded, the Client is in default by operation of law and owes statutory (commercial) interest as referred to in Articles 6:119 or 6:119a of the Dutch Civil Code.
3. If Middelkoop takes recovery measures, all associated costs are to be paid by the Client.
4. Middelkoop may apply payments first to costs, then to interest, and finally to principal.
5. The Client is not entitled to suspend payment or to set off amounts owed to Middelkoop against any alleged claim. Objections to invoices do not suspend payment obligations.
6. If the Client is in default, all reasonable extrajudicial collection costs are payable by the Client.

ARTICLE 8 LIABILITY

1. Any liability of Middelkoop is limited to the amount paid out under its business liability insurance plus the deductible. All other liability is excluded, including the applicability of Article 7:407 of the Dutch Civil Code.

2. If no insurance cover exists, or if the limitation in paragraph 1 does not stand in court, liability is limited to the total amount invoiced for the relevant assignment during the 12 months preceding the claim, provided such invoices have been paid.
3. Middelkoop is not liable for damage caused by subordinates, auxiliary persons, self-employed persons, or other third parties, unless Article 6:170 of the Dutch Civil Code applies.
4. The limitations in paragraphs 1–3 do not apply in cases of intent or deliberate recklessness on the part of Middelkoop, which the Client must prove.
5. The Client guarantees the accuracy and completeness of all data provided. Middelkoop accepts no liability for incorrect or incomplete information. If Middelkoop is held liable by third parties as a result, the Client indemnifies Middelkoop.
6. Middelkoop is only liable for direct damage. Direct damage is defined as reasonable costs to determine the cause and extent of the damage, reasonable costs to repair a defective performance where attributable to Middelkoop, and reasonable costs to prevent or limit damages. Middelkoop is never liable for property damage in custody, indirect or consequential damage, lost profits, missed savings, or business interruption.
7. The Client bears the risk for damage related to loss, theft, fire, or damage of items belonging to Middelkoop, the Client or third parties located at the place of work.
8. The Client must adequately insure the risks mentioned in paragraph 3 and provide proof of insurance upon request.
9. For all activities involving SPMT-operations performed by Middelkoop or self-employed persons, Middelkoop cannot be held liable. The owner/lessee of the transport equipment must insure all risks related to the SPMT and the load.

ARTICLE 9 SCOPE OF THE WORK
1. The Client must ensure that all permits and documents required for execution of the work are obtained in time and provide copies upon request.
2. The following costs are not included in the price:
   a. ground, pile-driving, demolition, foundation, masonry, carpentry, plastering, painting, repair or other construction work;
   b. connection of gas, water, electricity or other infrastructure;
   c. costs to prevent or limit damage to items present at or near the work;
   d. removal of materials, building materials or waste;
   e. travel and accommodation costs;
   f. delays caused by access, gate or safety instructions;
   g. delays caused by evacuations or safety issues.

ARTICLE 10 EXECUTION OF THE WORK
The Client must ensure that Middelkoop can perform the work uninterrupted at the agreed time and that necessary facilities are available, including:
   a. gas, water and electricity;
   b. heating;
   c. lockable dry storage;
   d. facilities required pursuant to the Dutch Working Conditions Act and regulations.

SPECIAL RULES REGARDING RENTAL OF MATERIAL (MIDDELKOOP SOLUTIONS)

ARTICLE 11 FORMATION OF THE AGREEMENT AND DELIVERY

1. A rental agreement is concluded only if accepted by Middelkoop or once a rental contract has been signed.
2. Delivery times are approximate and not binding unless explicitly agreed as strict deadlines.
3. If the delivery time is exceeded, the Lessee may grant Middelkoop a reasonable term for performance by registered letter, being at least two working days.
4. Only after expiry of this (now) strict term may the Lessee dissolve the agreement; Middelkoop is not liable for any damages.
5. Middelkoop may deliver in parts or delay delivery until the full order is ready.
6. Risk passes to the Lessee upon collection. When collecting from Middelkoop's premises, risk passes at the moment of transfer of possession.
7. Collection is scheduled by agreement; if no authorised person is present at the agreed time, rental charges remain payable.

ARTICLE 12 QUOTATIONS

1. All quotations issued by Middelkoop are without obligation unless a term for acceptance is stated. If no acceptance period is mentioned, no rights may be derived from the quotation in any way.
2. Middelkoop is not bound by its quotations if the Lessee can reasonably understand that the quotation, or any part thereof, contains an obvious error or clerical mistake.
3. Prices stated in a quotation are exclusive of VAT.
4. Quotations do not automatically apply to future orders.
5. If the Lessee does not accept the quotation, Middelkoop is entitled to charge the Lessee for all costs incurred in preparing it.

ARTICLE 13 INVOICE AND PAYMENT

1. The Lessee must pay the agreed amount based on the invoice issued, with a payment term of 30 days.
2. If the Lessee fails to pay within the stipulated term, they are in default without further notice. As from the due date, the Lessee owes interest equal to the statutory interest plus 10% per year, calculated over the outstanding amount. This interest becomes immediately payable without further notice of default. All collection costs (including extrajudicial costs) are payable by the Lessee, with a minimum of 15% of the principal sum and a minimum of €340 excluding VAT.

ARTICLE 14 FORCE MAJEURE

1. Middelkoop is not obliged to fulfil any obligation if prevented from doing so by circumstances not attributable to its fault and not otherwise for its account by law, legal act, or generally accepted standards.
2. Force majeure includes, in addition to its statutory meaning: all external causes, foreseen or unforeseen, beyond Middelkoop's control, including illness within Middelkoop, making performance temporarily or permanently impossible. In case of illness, Middelkoop will notify the Lessee without delay and make every effort to minimize delay. Middelkoop may also invoke force majeure if the circumstance preventing performance arises after the time when it should have fulfilled its obligations.
3. During the period of force majeure, Middelkoop may suspend its obligations. If this period lasts longer than two months, each party may dissolve the agreement without liability for damages.

ARTICLE 15 DAMAGE AND LOSS

1. The Lessee is liable for damage to the rented item, theft, or its becoming unusable, regardless of fault. Any damage occurring during the period for which the Lessee bears responsibility must be reported in writing to Middelkoop immediately, and at the latest within 24 hours.
2. In case of theft/loss, the Lessee must notify Middelkoop in writing within 24 hours and file a police report. A copy of the police report must be provided to Middelkoop.
3. For theft/loss, the date on which the rented item was allegedly taken (as listed in the police report) is considered the end of the rental period. If multiple items were rented, the rental period ends only for the stolen/missing items.
4. In case of theft or (economic) total loss, the Lessee must compensate Middelkoop for the current market value. If repair is possible, the Lessee must reimburse all repair costs. The same applies to damage or theft of parts or accessories. The Lessee is also liable for all consequential damage (including expert fees, loss of revenue/profit, etc.).
5. All costs incurred by Middelkoop in determining damage, repair and/or cleaning costs are chargeable to the Lessee. Middelkoop may engage an expert, at the Lessee's expense.

ARTICLE 16 TRANSPORT

1. The Lessee bears the risk of loss or damage to the rented item throughout the entire rental period, including transport carried out by the Lessee. The Lessee must package and load the item appropriately.
2. If the Lessee is a natural person acting in the course of business or a legal entity, and Middelkoop's employees assist with loading/unloading at the Lessee's request, this is entirely at the Lessee's risk.
3. Transportation costs are borne by the Lessee, calculated as:
• From Middelkoop's location in Haaften (loading) to the project (placement).
• From the project (loading) to the project (placement).

ARTICLE 17 LIABILITY

1. Middelkoop is only liable for direct property damages to items belonging to the Lessee and for personal injury to persons under the Lessee's responsibility, caused by a demonstrable defect in the rented item or by intent or deliberate recklessness by Middelkoop. Liability is limited to the amount paid out under Middelkoop's liability insurance, plus the deductible. Any liability excluded from coverage under the insurance remains for the Lessee's own account. Liability for all other (consequential) damage, including costs of hiring/purchasing replacement items, loss of turnover/profit, delay, and downtime, is expressly excluded.
2. Middelkoop's liability shall never exceed the total amount payable by the Lessee under the agreement, unless the insurance pays out more.
3. All liability expires one year after the date of damage. Middelkoop considers this term reasonable within the meaning of Article 6:89 Dutch Civil Code.

ARTICLE 18 COMPLAINTS

1. Upon collection, the Lessee must inspect the rented items for visible defects.
2. Visible defects must be reported to Middelkoop in writing within 24 hours of delivery.

ARTICLE 19 RESERVATION AND CANCELLATION

1. Middelkoop allows customers to reserve rental items. The reservation period and the items reserved will be agreed in the rental contract. If the Lessee does not collect the reserved items on time or for the agreed period, the full rental price remains due.
2. The Lessee may cancel the reservation in writing before the rental period begins. In that case, 60% of the net rental amount stated in the rental contract is payable.

ARTICLE 20 RETENTION OF TITLE

1. Middelkoop remains the owner of all rented items at any time, regardless of the duration of the rental period. Failure by the Lessee to return items on time does not transfer risk or ownership.
2. The Lessee is not permitted to sell, pledge, or otherwise encumber the rented items for the benefit of third parties without Middelkoop's written consent.
3. The Lessee must notify Middelkoop immediately in writing if any rented item is seized or if any third-party claim is made. If the Lessee becomes aware of a potential seizure, Middelkoop must be notified immediately.

GENERAL PROVISIONS

ARTICLE 21 SUSPENSION, TERMINATION AND SECURITY

1. Middelkoop may suspend its work immediately or terminate the agreement extrajudicially if 14 days have passed since an interim or final invoice became due and payment has not been made.
2. If the Client/Lessee has not paid on time or if there are reasonable grounds to believe that the Client/ Lessee will not comply strictly. Middelkoop is at all times entitled to request security for payment of invoices.
3. If Middelkoop suspends or terminates performance, it is not liable for any resulting damage.
4. In the event of liquidation, (application for) suspension of payments, bankruptcy, attachment (not lifted within three months), debt rescheduling, or any situation where the Client/Lessee cannot freely dispose of assets, Middelkoop may terminate or cancel the agreement with immediate effect. All Middelkoop's claims become immediately due.
5. In such cases, the Client/Lessee must immediately notify any administrator, curator or bailiff of Middelkoop's property rights.
6. If the Client/Lessee cancels an order in whole or in part, all work performed, materials purchased or prepared, delivery and removal costs and reserved labour time will be charged in full.

ARTICLE 22 LIMITATION PERIOD

Any claim by the Client/Lessee against Middelkoop expires 12 months after the last invoice date, except monetary claims, which expire after 60 months.

ARTICLE 23 APPLICABLE LAW AND DISPUTES

1. The legal relationship between Middelkoop and the Client/Lessee is governed by Dutch law.
2. Disputes will be submitted exclusively to the relevant Dutch court in the district of Middelkoop's registered office, unless mandatory law provides otherwise.
3. Without prejudice to paragraph 2, Middelkoop may also summon the Client/Lessee in the district where Middelkoop has its statutory seat or office.

ARTICLE 24 FILING AND AMENDMENTS OF THE CONDITIONS

1. These terms and conditions are filed with the Chamber of Commerce for Midden-Nederland.
2. The latest filed version, or the version applicable at the time of formation of the legal relationship, shall apply. A copy will be provided free of charge upon request. They can also be downloaded free of charge from Middelkoop's website.
3. The Dutch text of the general terms and conditions is always decisive for interpretation.

ADDITIONAL PROVISIONS

ARTICLE 25 LIMITATION OF LIABILITY

1. Middelkoop operates under its own terms and conditions.
2. In addition to all limitations stated above, Middelkoop's maximum liability is limited to the maximum fee payable, not exceeding the insured amount of €2,500,000. A copy of the liability insurance policy is available as Appendix AV1 and can be downloaded from www.middelkoopservices.nl.

These general terms and conditions are filed with the Chamber of Commerce under:
- **Middelkoop Services B.V. 00662257**
- **Middelkoop Solutions B.V. 00662256**