

TERMS & CONDITIONS

PATHEMA B.V., KVK-NUMBER 57830703, RALPH BUNCHESTRAAT 19, 5051 KW - GOIRLE

1. DEFINITIONS

Equipment	Skid(s)
Days	All calendar days
Delivery From	Written document showing the condition of the Leased Property at the time that the Leased Property is made available to the Lessee. At the end of the Lease Agreement, the condition of the Leased Property will again be described.
Leased Property	Skid(s)
Lessee	Anyone who concludes a Lease Agreement with Pathema.
Lease Agreement	The agreement whereby Pathema undertakes to provide the Lessee with Equipment for use, and the Lessee undertakes to pay the lease.
Purchase Agreement	The agreement whereby Pathema undertakes to provide the Buyer with Equipment and the Buyer undertakes to pay the purchase price.
Buyer	Anyone who concludes a Purchase Agreement with Pathema.
Quotation	Written offer, based on the information provided by the Counterparty, with the aim of reaching an Agreement.
Agreement	Purchase agreement, Rental agreement or other agreement entered into by Pathema.
Pathema	Pathema B.V.
Skid(s)	Mobile (cooling) water treatment method, based on the applied IVG-C. technique, which is sold to the Buyer or leased to the Lessee by Pathema B.V., pursuant to the Agreement, also referred to in these General Terms and Conditions as the "Equipment" or the "Leased Property".
Counterparty	The party with whom Pathema concludes an agreement or to whom Pathema submits a Quotation, or the party that requests Pathema to submit a Quotation.

2. GENERAL

- 2.1 These General Terms and Conditions apply and are binding on all offers and other agreements to which Pathema is a party.
- 2.2 Agreements deviating from these General Terms and Conditions are only binding for Pathema if they have been explicitly accepted and confirmed by Pathema in writing.
- 2.3 These General Terms and Conditions also apply to all additional and follow-up agreements.
- 2.4 Pathema explicitly rejects any general terms and conditions of the other party.
- 2.5 If any provision of these General Terms and Conditions - after the intervention of a judicial authority - turns out to be invalid, only the relevant provision will be excluded from application. All other provisions remain in full force and effect.

3. QUOTATIONS

- 3.1 All Quotations issued by Pathema are without obligation and are based on the information provided by the Other Party to Pathema with the request.
- 3.2 Pathema can never be held liable for inaccuracies or deviations from images, sizes or capacity.
- 3.3 Unless otherwise agreed, Quotations remain valid for 30 days after date.
- 3.4 If the acceptance by the Counterparty deviates from a Quotation, even if only on minor points, an Agreement will only be concluded after written confirmation and explicit approval by Pathema.
- 3.5 Pathema is only bound by Quotations if the acceptance thereof is confirmed by it to the customer in writing.

4. FORMATION OF THE AGREEMENT

- 4.1 The Agreement is concluded at the moment that the Agreement, signed by both Parties, is received by Pathema, or as soon as Pathema

actually implements the Agreement. The provision of an order number by the Counterparty applies as an unconditional agreement to the Agreement, and is to be regarded as if the Agreement had been signed by the Counterparty.

- 4.2 If the parties have agreed on further and/or additional agreements and/or changes after the Agreement has been concluded, these will only be binding for the Parties if and insofar as these agreements have been recorded in writing. Furthermore, commitments made by employees of Pathema are only binding if these commitments have been made in writing and signed for approval by a legally valid representative of Pathema.

5. PRICES

- 5.1 Unless otherwise indicated, all our prices are exclusive of VAT. All taxes, duties, postage, travel costs and other costs, under whatever denominator, are at the expense of the customer.

6. LEASE TERM

- 6.1 Unless otherwise agreed in writing, Leases are concluded for a minimum period of five years and for a maximum period as stated in the agreement. Pathema is not obliged to extend the lease period.
- 6.2 When determining the rental period, all days, including days of absence, Saturdays, Sundays, public holidays and other days off are included, and part of a day counts as a whole day.
- 6.3 The Lessee must hand over the Leased Property to Pathema no later than the day and time on which the Agreement ends, unless it has been agreed in writing timely in advance to extend the Agreement.
- 6.4 If the Leased Property is not returned within the agreed term, the lease is owed until the moment the Leased Property is returned.
- 6.5 The lease is due until Pathema has taken possession of the Leased Property and after inspection has taken place, and until Pathema has approved it by means of a Delivery Form. The Lessee will receive a copy of the Delivery Form, which has been signed by Pathema for approval.
- 6.6 Leaving the Leased Property behind and signing it out unattended is not accepted by Pathema as end of the lease period.

7. DELIVERY, COLLECTION, COMPLAINTS AND DELIVERY TIME

- 7.1 Pathema supplies its Equipment Ex Works, that is to say:
 - 7.1.1 Pathema delivers the goods by making them available to the Counterparty at a location to be designated by Pathema;
 - 7.1.2 The Counterparty is responsible for all costs and risks associated with packaging, loading, transporting and, if necessary, clearing the Equipment from the location to be designated by Pathema to the desired destination;
 - 7.1.3 If Pathema supports the Counterparty in the transport of the Equipment, it does not accept any liability;
 - 7.1.4 If Pathema also takes care of the installation of the Equipment, it does not accept any liability for the transport of the Equipment;
 - 7.1.5 Any delays are at the expense and risk of the Counterparty.
- 7.2 The delivery is deemed to have been completed and the Leased Property is deemed to have been made available at the time that the device is collected by the carrier engaged by the Counterparty.
- 7.3 The device must be checked by the customer immediately upon receipt.
- 7.4 After commissioning, no more complaints will be accepted.
- 7.5 Complaints due to visible defects or non-conformity of the delivery must be formulated in writing under penalty of forfeiture, clearly stating the defects, within two (2) days after delivery or, in case of, an invitation to receive the equipment.
- 7.6 Other complaints must be addressed by registered letter to our office in Goirle (Ralph Bunchestraat 19, 5051 KW Goirle) within 4 weeks after delivery.
- 7.7 However, any warranty will lapse, in the event of visible defects, if the indicated instructions for use are not followed or the equipment is not handled judiciously. If the complaint is found to be justified, our obligations will always be limited to free replacement or repair of the delivered equipment or its defective parts, without being obliged to

- pay any compensation for whatever reason. Broader claims can only be enforced against us if it concerns hidden defects and it is proven that these were known to the leading bodies of our company.
- 7.8 If, in the opinion of Pathema, the complaint is valid, it will, at its option, either pay fair compensation up to the invoice value of the goods delivered, or replace the goods delivered free of charge after they have been returned in their original condition and packaging. Pathema is not obliged to pay any further damage or compensation of expenses by whatever name.
- 7.9 Complaints do not entitle the customer to demand dissolution of the agreement, or to neglect or postpone payment in whole or in part.
- 7.10 Complaints regarding the invoice must be reported within eight (8) days after the invoice date. Failing this, the invoice will be considered as accepted without any reservation.
- 7.11 At that moment that the Leased Property is made available to the Lessee, the risk is transferred to the Lessee. It is irrelevant for this purpose whether the Lessee has actually taken the Leased Property into use.
- 8. LIABILITY AND INSURANCE**
- 8.1 Pathema accepts no liability for indirect damage, such as loss of use, (dis)assembly costs, damage to other parts or goods, or loss of profit, except in the case of intent or gross negligence.
- 8.2 Pathema accepts no liability for errors or defects in information made available by third parties or the customer.
- 8.3 The Counterparty indemnifies Pathema against claims from third parties.
- 8.4 The Lessee is liable for all damage to the Leased Property, from the moment that the Leased Property is made available to the Lessee, until the moment the Leased Property is returned to Pathema.
- 8.5 If and insofar as Pathema is liable for any damage, any liability of Pathema is limited to the amount that is paid out in the relevant case under Pathema's business liability insurance, plus the deductible excess under this insurance. If, for whatever reason, no payment should be made under this liability insurance, any liability is limited to the amount that the Counterparty would have been obliged to pay under the Agreement, on the understanding that in the case of a Lease Agreement the maximum liability is limited to the lease for 12 months.
- 8.6 The Lessee must provide adequate insurance against fire, explosion and water damage, as well as against theft and all conceivable risks, with an insurance company established in the Netherlands, during the period that they have access to the Leased Property. At the request of Pathema, the Lessee must provide Pathema with a copy of the policy and policy conditions, and a proof of payment of the premium.
- 8.7 The Lessee is liable for damage (both material and immaterial) that is the result of poor maintenance of the Leased Property. In that context it is important that the Lessee maintains the Leased Property properly and competently. Unless otherwise agreed in writing, maintenance is not included in the lease. The Leased Property must be returned in the same condition as in which it was delivered. At Pathema's request, the Lessee is obliged to submit supporting documents showing that the Lessee has actually provided proper and competent maintenance.
- 8.8 The Lessee remains liable at all times for the Leased Property, and for paying the lease with additional costs.
- 8.9 Pathema does not accept any liability for force majeure.
- 8.10 Liability for damage during, or after repair, inspection, (dis)assembly, storage, accommodation or maintenance of equipment to third parties is expressly excluded.
- 9. OBLIGATIONS OF THE LESSEE**
- 9.1 The Lessee is obliged to use the leased items only in accordance with the provisions of this agreement. In particular, the Lessee is obliged to:
- 9.1.1 treat the Leased Property in accordance with the user, instructional and operating instructions, as included in the Lease Agreement, which are communicated and/or handed over to the Lessee upon delivery of the goods;
- 9.1.2 provide Pathema access to the leased items at all times;
- 9.1.3 only use the goods delivered by Pathema in accordance with the requirements set by Pathema or the competent authorities with regard to, among other things, the purpose for which they are suitable, safety provisions, etc.
- 9.1.4 effectively secure the Leased Property.
- 9.2 The Lessee must return the Leased Property in the same condition in which it was received by the Lessee, that is to say, maintained (except for normal wear and tear), cleaned and sorted and packed in the same way as when it was made available. Any extra working time resulting from not or not fully complying with this obligation is at the expense of the Lessee.
- 9.3 Unless otherwise agreed, the Lessee is obliged to pay Pathema a deposit to be determined by Pathema before the Lessee takes receipt of the Leased Property. After receipt of the Leased Property, this deposit will be refunded to the Lessee, after deduction of any lease and/or compensation and/or costs still due to Pathema. If at any time during the term of the agreement the amount of the lease owed by the Lessee exceeds the amount of the deposit, Pathema is entitled to demand supplementation of the deposit with an amount to be determined by Pathema.
- 9.4 The Lessee is obliged to use the Leased Property in accordance with its intended use and to maintain and care for it with due diligence, whereby the operating instructions must be observed. The Lessee is not permitted to make changes to the Leased Property or to carry out repairs, except on the basis of express permission given by Pathema. The Lessee is obliged to immediately report any damage and/or any defect to the Leased Property to Pathema.
- 9.5 The Lessee is not permitted to make the goods belonging to Pathema available to, or to rent or sell them to third parties, unless Pathema has given explicit permission for this.
- 9.6 The Lessee may not take and/or use the Leased Property outside the Netherlands without the prior written approval of Pathema.
- 10. WARRANTIES**
- 10.1 Unless a different term has been agreed in writing, our devices are warranted against visible defects for eight days and invisible defects for six months.
- 10.2 The applicable warranty period always starts on the day on which the equipment is delivered or should have been purchased.
- 11. RETENTION OF TITLE**
- 11.1 As long as the Buyer has not paid the full amount of the purchase price plus any additional costs, or has not provided security for this, Pathema retains ownership of the goods. In that case, ownership will transfer to the Buyer as soon as the Buyer has fulfilled all its obligations towards Pathema.
- 11.2 The Buyer is not entitled to pledge or otherwise encumber the Equipment subject to retention of title.
- 11.3 The Leased Property is at all times the property of Pathema. Pathema therefore has the right to check the Leased Property, or have it checked, at all times.
- 11.4 The Lessee may not dispose of the Leased Property other than in the normal course of his business. In particular, the Lessee is not entitled to make these items available to third parties in any way without the written permission of Pathema.
- 12. LOSS OF LEASED PROPERTY**
- 12.1 Any alienation or encumbrance or relinquishment of the Accommodation, both for gain and free of charge, for the benefit of a third party is prohibited without the express written permission of Pathema. Paragraph 3 of this article applies mutatis mutandis.
- 12.2 The Lessee must immediately notify Pathema of any seizure of its goods or a part thereof, and, furthermore, of its (application for) bankruptcy or suspension of payment, and is always obliged to immediately notify the bailiff, the receiver or the administrator of the Lease Agreement existing with Pathema, and undertakes to immediately return the Leased Property to Pathema.
- 12.3 If during the term of the Agreement, for whatever reason, the Leased Property becomes defective, or lost in whole or in part, or falls out of the control of the Lessee, Lessee must immediately notify Pathema thereof. In that case, the Lessee is obliged to compensate Pathema for damage within 8 days. In the event of a criminal offense, the Lessee undertakes to immediately report this to the competent authorities, and will submit a copy of the report to Pathema within 72 hours of the report.
- 12.4 In the event of theft, damage, breakage or deficiency, the replacement value will be charged to the Lessee.

13. PAYMENT, DEFAULT AND TERMINATION

- 13.1 Pathema uses a payment term of 30 calendar days.
- 13.2 If the agreed payment term is exceeded, any discounts will lapse and Pathema will still be entitled to charge the full price. If the customer has not paid within the agreed term, the customer is deemed to be in default by operation of law, and Pathema is entitled to payment of interest equal to 1.5% per month from the due date, without any notice of default being required, with a minimum from €100 per month.
- 13.3 The compensation for the Leased Property is payable in advance, always to be paid before or on the first day of the period to which the payment relates.
- 13.4 In the event that the Counterparty is in default towards Pathema, Pathema is unilaterally entitled to immediately dissolve the Agreement. In that case, the Counterparty will be immediately obliged to return the Leased Property to Pathema or have it returned, without prejudice to Pathema's rights to compensation.
- 13.5 If the Lessee does not fulfill his obligations, Pathema can immediately take possession of the goods. The Lessee will always fully cooperate in this.
- 13.6 All reasonably incurred costs of collection, both judicial and extrajudicial, are for the account of the negligent Counterparty. The extrajudicial costs amount to 15% of the outstanding amount with a minimum of € 300.00.
- 13.7 In the event of a (provisional) moratorium of payment or bankruptcy of the Lessee, closure or liquidation of the company or the business of the Lessee, or - if the tenant is a natural person – legal restraint of the Lessee, all agreements with Pathema will be legally dissolved, unless Pathema notifies the Lessee within a reasonable period of time that it requires fulfillment of (part) of the relevant agreement(s), in which case Pathema is entitled to suspend the performance of the relevant agreement(s) without notice of default, until the payment is sufficiently secured, without prejudice to Pathema further rights. The Lessee will then reimburse all costs incurred and to be incurred by Pathema.
- 13.8 Pathema has the right to terminate the agreement if there is permanent force majeure on the part of the Lessee.
- 13.9 In each of the cases referred to in the paragraphs of this article, all claims of Pathema on the Lessee are immediately due and payable, and the Lessee is obliged to immediately return the Leased Property.

14. FORCE MAJEURE

- 14.1 Force majeure is understood to mean: any independent circumstance, both foreseen and unforeseen, as a result of which the fulfillment of the Agreement of its obligations is prevented in whole or in part by Pathema, or as a result of which the fulfillment of its obligations is not reasonably due to that circumstance at the time of conclusion with the agreement. In particular, force majeure, insofar as this is not already included in the provisions of paragraph 1, is war, danger of war, civil war, riots, strikes, transport difficulties, fire and other serious disruptions in Pathema's company or that of its suppliers.
- 14.2 In the event of force majeure, any obligation to provide services on the part of Pathema will be fully or partially suspended for the duration of this force majeure, or to regard the Agreement as dissolved in whole or in part, at its discretion, without any reduction in invoicing and without Pathema being held to paying any compensation.

15. APPLICABLE LAW/DISPUTES

- 15.1 All agreements concluded by Pathema are exclusively governed by Dutch law.
- 15.2 All disputes arising as a result of or arising from agreements concluded with Pathema will be submitted to the competent court in Tilburg or a court in the Netherlands further designated by Pathema, on the understanding that this choice of forum does not affect the right of Pathema to settle a dispute through alternative dispute resolution, such as through mediation.