GENERAL TERMS AND CONDITIONS OF SALE
CLEAN SOLUTIONS GROUP

1. Definitions

In these GTCS, the following terms have the meanings indicated below:

"**GTCS**": these General Terms and Conditions of Sale of Clean Solutions Group.

"**Clean Solutions Group**": Clean Solutions Group Nederland B.V. and all entities affiliated with it in a group, as well as their legal predecessors.

"**Defects**": material defects or other defects in the Products.

'**Customer**': a Customer who purchases Products from Clean Solutions Group.

"**Materials**": analyses, designs, reports, quotations and preparatory materials developed or made available under the Agreement.

"**Quotation**": an offer from Clean Solutions Group to a Customer.

"**Order**": an order from a Customer for the purchase of Products.

"**Agreement**": the agreement between Clean Solutions Group and the Customer for the sale and delivery or provision of Products. If there is a Quotation accepted by the Customer and/or an Order accepted by Clean Solutions Group, these also form part of the Agreement.

'**Force majeure**': force majeure includes labour disputes for which Clean Solutions Group is not responsible, government measures, shortages or defects in the supply of energy or raw materials, epidemics, shortages or obstacles in transport, operational impediments, for example due to fire, water damage and/or damage to machinery, or other disruptions in the business operations of Clean Solutions Group or its suppliers/subcontractors for which Clean Solutions Group is not responsible.

"**Products**": the goods to be delivered or sold by Clean Solutions Group, regardless of whether Clean Solutions Group manufactures the Products itself or purchases them from suppliers.

"**Website**": the website of Clean Solutions Group.

2. General provisions; scope

2.1 These GTC apply exclusively to all Purchase Agreements, Quotations, Orders and other business relationships between Clean Solutions Group and Customers. Any terms and conditions of Customers that conflict with or deviate from these GTC shall not apply, unless Clean Solutions Group has expressly agreed to their applicability in writing. These GTC shall also apply if Clean Solutions Group carries out the delivery without reservation, with knowledge of the Customer's terms and conditions that conflict with or deviate from these GTC.

2.2 Unless otherwise agreed, the version of the GTC in force at the time of the Order shall apply, without Clean Solutions Group having to refer to it in each individual case.

2.3 Agreements take precedence over these GTC, unless otherwise agreed in writing.

2.4 Legally relevant statements and notifications by the parties after the conclusion of the Agreement must be made in writing.

3. Quotations, Orders, cancellations and Agreements

3.1 Quotations from Clean Solutions Group are subject to change and are non-binding, unless they are expressly marked as binding. A Quotation is valid for 1 month, unless expressly stated otherwise on the Quotation. If the Quotation is not accepted within the applicable period, the offer will lapse.

3.2 Increases in the cost prices of Products or parts thereof, which could not be foreseen at the time of issuing the Quotation or concluding the Agreement, may give rise to price increases. In this case, the Customer has the right to terminate the Agreement as a result of the price increase, unless the increase is the result of a statutory regulation.

3.3 Every Order placed by the Customer is considered to be a binding contractual offer (subject to the provisions of Article 3.4). Unless otherwise indicated in the Order, Clean Solutions Group has the right to accept the Order within two weeks of receipt.

3.4 After placing an Order, the Customer has 72 hours to cancel or change an Order free of charge.

3.5 A binding Agreement is concluded:

a) by acceptance of an Order by Clean Solutions Group (without prejudice to the provisions of Article 3.4); or

b) by acceptance by the Customer of a Quotation issued by Clean Solutions Group; or

c) by signing an Agreement.

3.6 All documents, data and samples provided by the Customer are binding; the Customer is liable for their content, technical feasibility and completeness; Clean Solutions Group is not obliged to verify them.

3.7 The Customer cannot derive any rights from samples provided by Clean Solutions Group, unless the parties have agreed that the Product to be delivered will correspond to the sample.

4. Delivery time and delay in delivery

4.1 Unless expressly agreed otherwise, information about the delivery date is only indicative. A delivery period shall only commence after all details of the performance have been clarified and after both parties have agreed on the terms and conditions of the Order. Agreed delivery dates shall be postponed accordingly.

4.2 If Clean Solutions Group is unable to deliver on time as a result of Force Majeure, Clean Solutions Group will notify the Customer as soon as possible. In such cases, Clean Solutions Group has the right to postpone the delivery date for the duration of the Force Majeure circumstances. If delivery becomes impossible as a result, the obligation to deliver shall lapse and no compensation shall be payable. If the Force Majeure lasts longer than one month, either party may terminate the unfulfilled part of the Agreement, in which case the Customer shall not be entitled to compensation for costs or damage.

4.3 If Clean Solutions Group is delayed in performance, the Customer shall be entitled to give Clean Solutions Group written notice of default, setting a reasonable period for performance, which shall not be less than 14 days. If Clean Solutions Group fails to perform within this period, the Customer shall be entitled to terminate the Agreement in respect of the part of the delivery that has been delayed.

5. Delivery, transfer of risk, failure to accept

5.1 Unless otherwise agreed, the delivery of Products shall take place ‘ex works’ (in accordance with Incoterms). The place of performance of the delivery and any further performance shall also be at such location.

5.2 If Clean Solutions Group consents, the Products may be transported to another location at the Customer's request and expense. In that case, Clean Solutions Group shall be entitled to determine the type of transport (in particular the transport company, the transport route and the packaging). Clean Solutions Group reserves the right at all times to have fully finished and sealed Products packaged by a recognised service provider.

5.3 Clean Solutions Group has the right to make partial deliveries insofar as this is reasonable for the Customer, taking into account its interests.

5.4 The risk of Products passes to the Customer at the time of delivery ‘ex works’. If transport has been agreed, the risk of the Products shall pass to the Customer at the time of transfer to the carrier, forwarding agent or other third party designated to carry out the transport. The above shall also apply in the event that Clean Solutions Group has covered the transport costs or in the event that Clean Solutions Group has advanced such costs on behalf of the Customer, or in the event that partial deliveries have been made. In the event that transport or delivery is delayed for reasons for which the Customer is responsible, the risk shall pass to the Customer from the day on which the Products are ready for transport and the Customer has been notified thereof.

5.5 The Customer is obliged to collect or arrange for the collection of the Products on the agreed delivery date. If the Customer fails to take delivery of the Products or if delivery is delayed for other reasons for which the Customer is responsible, Clean Solutions Group shall, at its discretion, be entitled:

a) to transport the Products (or have them transported) to the delivery address known to Clean Solutions Group at the Customer's expense. In that case, the Customer is obliged to take delivery of the Products at such location;

b) to compensation by the Customer for the resulting damage, including transport costs and other expenses;

c) to store the Products at the Customer's expense, whereby the costs of storage will be charged to the Customer.

5.6 If one of the international trade terms 'Incoterms', issued by the International Chamber of Commerce (ICC), has been agreed for the Agreement in question, the version of those 'Incoterms' applicable at that time shall apply. The Incoterms shall only apply insofar as they do not conflict with the provisions of these GTC or the Agreement.

6. Prices and terms of payment

6.1 Unless otherwise stated in the Quotation, the prices of Clean Solutions Group applicable at the time of conclusion of the Agreement are 'ex works' (in accordance with the Incoterms). VAT is not included in the prices and will be indicated separately on the invoice at the statutory rate on the day of invoicing. The Customer shall bear all further costs and charges.

6.2 If transport has been agreed (Article 5.2 of the GTC), the Customer shall bear the transport costs from the warehouse and the costs of any transport insurance requested by the Customer. All customs duties, costs, taxes and other public levies shall be borne by the Customer.

6.3 The purchase price is payable without deduction and must be paid within 14 days of invoicing and receipt of the invoice, unless otherwise agreed.

6.4 Without prejudice to the provisions of Article 3.2, Clean Solutions Group has the right to increase its prices on 1 January of each year by the consumer price index applicable to the past year.

6.5 The Customer shall be in default of payment from the moment the above-mentioned payment period expires. From the start of the period of default, the purchase price shall bear interest at the then applicable statutory commercial interest rate. Clean Solutions Group reserves the right to claim further compensation for costs and damage due to the Customer's delay in payment.

7. Retention of title

7.1 Clean Solutions Group retains ownership of the Products until the purchase price of the Products and the amounts owed by the Customer pursuant to Article 6 have been paid in full.

7.2 The Products subject to retention of title may not be pledged or transferred to third parties as security until the amounts referred to in Article 7.1 have

been paid in full. The Customer shall immediately notify Clean Solutions Group in writing in the event that a request for the commencement of insolvency proceedings is filed or if third parties seize the goods belonging to Clean Solutions Group.

7.3 In the event of non-payment or late payment by the Customer, Clean Solutions Group shall be entitled, at its discretion, to terminate or cancel the Agreement in whole or in part and/or to demand the return of the Products on the basis of retention of title.

7.4 Until the moment of revocation in accordance with sub c) of this Article 7.4, the Customer shall be entitled to resell and/or process the Products in the normal course of business. In that case, the following additional provisions shall apply:

a) The retention of title extends to the full value of the Products as a result of the processing, mixing or combining of the Products of Clean Solutions Group, in which case Clean Solutions Group is deemed to be the manufacturer. If the property rights of third parties remain in force during the processing, mixing or combining with goods of third parties, Clean Solutions Group shall acquire co-ownership in proportion to the relevant invoice values of the processed, mixed or combined Products. Irrespective hereof, the provisions applicable to the Products delivered under retention of title shall apply mutatis mutandis to the Customer's products resulting from the processing, mixing or combining of the Products.

b) Any claims against third parties arising from the resale of the Products shall be deemed to have been transferred by the Customer to Clean Solutions Group as security, in total or in the amount of Clean Solutions Group's possible share as co-owner in accordance with the previous paragraph. Clean Solutions Group accepts this transfer in advance. The Customer's obligations as described in Article 7.2 also apply to the transferred claims.

c) The Customer remains authorised to collect the claims transferred under sub b) in addition to Clean Solutions Group. Clean Solutions Group undertakes not to demand payment of these claims as long as: i) the Customer fulfils its payment obligations towards Clean Solutions Group, and ii) fulfilment is not impossible, and (iii) Clean Solutions Group does not assert its retention of title by exercising a right in accordance with Article 7.3. If this is the case, Clean Solutions Group may demand that the Customer discloses the transferred claims and its debtors, transfers the relevant documents to Clean Solutions Group and informs the debtors (third parties) of the transfer. In this case, Clean Solutions Group is also entitled to revoke the Customer's authority to resell and process the Products subject to retention of title.

8. Intellectual property rights

8.1 Clean Solutions Group reserves the rights and powers vested in it under the Copyright Act.

8.2 All intellectual property rights to all Materials are vested exclusively in Clean Solutions Group and/or its licensors and may not be reproduced, copied or shown or made available to third parties in any form, in whole or in part, for any purpose whatsoever without the prior written consent of Clean Solutions Group, unless this is required by law. The Customer is only entitled to reproduce Materials for internal use by its staff and advisors.

8.3 The Customer is not permitted to remove or alter any indication of copyrights, trademarks, trade names or other intellectual property rights from the Materials.

8.4 Clean Solutions Group will indemnify the Customer against any legal action based on the allegation that Materials developed by Clean Solutions Group itself infringe any intellectual property rights applicable in the Netherlands, provided that the Customer immediately notifies Clean Solutions Group in writing of the existence and content of the legal action and leaves the handling of the case, including the conclusion of any settlements, entirely to Clean Solutions Group. The Customer shall provide Clean Solutions Group with the necessary powers of attorney, information and cooperation for this purpose.

8.5 The obligation to indemnify under Article 8.4 shall lapse if and insofar as the infringement in question relates to changes made to the Materials by the Customer or by third parties.

8.6 Clean Solutions Group shall not be liable for infringements of intellectual property rights caused by the Customer's instructions.

9. Inspection, defects, warranty and liability

9.1 The Customer is obliged to inspect the Products upon receipt with regard to their identity and quality. Visible defects (whether or not as a result of transport damage) must be reported in writing within 72 hours of the Product being made available, under penalty of forfeiture of any claim by the Customer in this regard. Products may never be returned without the written consent of Clean Solutions Group.

9.2 Clean Solutions Group is only liable for Defects if and insofar as this is included in these GTC or the Agreement, or if this arises from provisions of mandatory law. Minor deviations in colour or quantity do not qualify as a Defect and do not entitle the Customer to refuse the Products.

9.3 Clean Solutions Group is only liable for Defects if:

a) a Product does not meet the specifications included in the Agreement, the product sheet as issued by Clean Solutions Group, or as published on the Website; and

b) this has a demonstrable negative impact on the functioning and/or usability of the Product.

9.4 Clean Solutions Group excludes any liability:

a) for public statements made by third parties (e.g. advertising statements) or other assumptions to which the Customer has not referred as decisive for the Customer's purchase.

b) if a Product proves unsuitable for a specific purpose for which the Customer or its customers intend to use the Product, unless Clean Solutions Group has confirmed its suitability for that purpose.

c) visible transport damage to goods and/or packaging that is not noted on the CMR or other transport document of the carrier.

d) hidden defects if the specified instructions for use were not followed or the Products were handled improperly.

9.5 The Customer's warranty rights require that he has fulfilled his contractual and legal obligations to inspect and submit complaints.

9.6 In the event that a delivered Product is defective, Clean Solutions Group shall be entitled, at its discretion, to repair the Defect or to deliver new, defect-free Products to the Customer.

9.7 Clean Solutions Group shall be entitled to make the further performance of the Agreement conditional upon the Customer paying the purchase price due.

9.8 The Customer shall give Clean Solutions Group the necessary time and opportunity for the further performance of the Agreement. More specifically, the Customer is obliged, upon request, to hand over the rejected Products for inspection.

9.9 In the event of a Defect, the necessary costs for inspection and further performance, in particular transport costs, travel expenses, labour costs and material costs, shall be borne and/or reimbursed by Clean Solutions Group. In the event of an unjustified complaint regarding an (alleged) Defect, Clean Solutions Group may demand compensation from the Customer for the costs incurred as a result of the unjustified request to remedy the Defect (in particular inspection and transport costs), unless the Customer could not have known that there were no Defects.

9.10 If repair or replacement does not take place within a reasonable period set by the Customer, the Customer may terminate the Agreement in whole or in part. In the event of an unfounded Defect, there is no right to termination. Any claim by the Customer for compensation (for damages) as a result of termination pursuant to Article 6:277 of the Dutch Civil Code is excluded.

10. Further liability

10.1 In addition to the provisions of Article 9, Clean Solutions Group is only liable to the Customer if and insofar as this is included in these GTC or the Agreement, or if this arises from provisions of mandatory law.

10.2 Subject to the provisions of Article 9, Clean Solutions Group shall only be liable for damage – regardless of the legal grounds thereof – in the event of

intent and/or gross negligence, including intent and/or gross negligence on the part of Clean Solutions Group. With the exception of intentional non-compliance with its obligations, Clean Solutions Group is not liable for indirect damage or consequential damage, including, but not limited to, lost turnover, lost profit, business interruption, loss of customers, loss of goodwill or damage to reputation.

10.3 The above exclusions and limitations of liability do not affect claims for compensation for death, physical injury or damage to health.

10.4 To the extent that liability for damage towards Clean Solutions Group is excluded or limited, this also applies to the personal liability for damage based on the same legal grounds of its employees, staff and representatives.

10.5 If Clean Solutions Group is liable in any way, this liability is at all times limited to the amount for which Clean Solutions Group is insured.

11. Limitation period

11.1 All claims by the Customer as a result of Defects or other attributable shortcomings in performance must be brought within 12 months of delivery, failing which the claim shall be forfeited and without prejudice to the Customer's information obligations contained in these GTC.

12. Termination, dissolution and termination

12.1 The Parties shall only have the right to terminate or dissolve an Agreement if this is included in these GTC or the Agreement. In particular, the Customer's right to free dissolution or termination is excluded.

12.2 Clean Solutions Group has the right to dissolve all Agreements if, after the conclusion of the Agreement, the Customer's economic situation deteriorates significantly and the proper performance of the Customer's obligations towards Clean Solutions Group appears to be at risk. This is particularly the case if the Customer becomes subject to an application for bankruptcy or suspension of payments, seizure or enforcement measures.

13. Code of Conduct, compliance and anti-corruption

13.1 The Customer accepts the Clean Solutions Group Code of Conduct, as found on the Website, and declares that it will comply with the provisions contained therein. The Customer will also impose these obligations on its employees and, as far as reasonably possible, on its suppliers.

13.2 It is strictly prohibited for the Customer to offer, promise or give benefits to employees of Clean Solutions Group (including their family members) for their work at Clean Solutions Group. If the Customer violates this prohibition, Clean Solutions Group may terminate the Agreement with immediate effect.

14. Data protection

14.1 Insofar as Clean Solutions Group processes personal data of the Customer, the processing will be carried out exclusively in compliance with the data

protection regulations (GDPR/AVG). The parties mutually undertake to conclude a processing agreement if processing takes place.

14.2 In addition the privacy statement of Clean Solutions Group, as included on the Website, applies.

15. Confidentiality

15.1 During the term of an Agreement and after its termination, the parties shall maintain confidentiality towards third parties with regard to all information and knowledge concerning the business affairs of the other party of which they become aware in the performance of the Agreement.

16. Transfer

16.1 Clean Solutions Group is entitled to transfer its rights and obligations under an Agreement to an entity with which it is affiliated within a group.

16.2 Each party is entitled to transfer its rights and obligations under an Agreement to an entity with which it enters into a legal merger or a transaction that qualifies as a business takeover, unless such a transfer reasonably prejudices the interests of the other party.

17. Applicable law and disputes

17.1 These GTC and the contractual relationship between Clean Solutions Group and the Supplier are governed by Dutch law. The applicability of Book 7 of the Dutch Civil Code (purchase) and the Vienna Sales Convention (CISG) are excluded.

17.2 Disputes that the parties are unable to settle amicably shall be submitted to the exclusive jurisdiction of the Netherlands Commercial Court in Amsterdam.