GENERAL SALES CONDITIONS FOR SERVICES AND SUPPLY OF KS PROFILE

Art. I General

1. The following definitions are used in these conditions:
   - agreement: means the offer from KS Profile as accepted by customer or the (purchase) order from customer as accepted by KS Profile, both referencing to these conditions;
   - customer: the intended recipient of the offer and/or order confirmation;
   - processing: the processing of products made available by the customer;
   - product(s): the product(s), item(s), good(s), as well as any services and work, to be provided by KS Profile in accordance with the agreement;
   - KS Profile: KS Profile B.V., KS Profile USA B.V. or KS Special Products B.V. or the supplying party that refers to these terms and conditions in its offer and/or the order confirmation;
   - service(s): the services as specified in the agreement, such as advice, provision of drawings, making calculations, and;
   - written: by means of a document signed by both parties or by letter or email message, or any other technical means agreed by the parties.
2. When these conditions form part of offers and agreements for the provision of products, services and/or work by KS Profile, all provisions of these conditions shall apply between the parties, insofar as there is no express written agreement between the parties that deviates from those conditions. Any reference by the customer to his own purchasing conditions or other conditions is expressly rejected by KS Profile.

Art. II Agreement and additional work

1. The agreement between KS Profile and customer shall enter into force on the date of the (electronic) signing of the agreement (or purchase order from the customer) which refers to these conditions by KS Profile or on the date on which the written order confirmation is sent by KS Profile.
2. Additional work is considered to be anything that is delivered and/or used by KS Profile in excess of the quantities, specifications and/or work expressly stipulated in the agreement.
3. Unless otherwise agreed, additional work includes the making of new drawings, calculations, descriptions, models or tools, etc. for possible repeat orders and cost estimates and/or studies for additional work.

Art. III Price

1. The prices quoted by KS Profile exclude turnover tax and other government charges related to the agreement, and are based on FCA delivery terms (at KS Profile's workshop) in accordance with the most recent version of Incoterms®, unless otherwise specified in writing, whereby the costs for loading into the customer's trucks are included in the prices quoted by KS Profile, but the costs for loading into containers are excluded in the prices quoted by KS Profile.
2. If, after the date of conclusion of the agreement, one or more of the cost price factors increase – even if this occurs as a result of foreseeable circumstances – then KS Profile shall substantiate such claim and customer shall agree to increase the order value accordingly.
3. Each offer is based on the implementation of the agreement by KS Profile under normal circumstances and during normal working hours.
4. KS Profile is entitled to separately charge for additional work performed as soon as the amount to be charged for this work is known, and the customer shall pay accordingly. The rules stipulated in paragraphs 1, 2 and 3 of this article apply mutatis mutandis to the calculation of additional work.
5. The costs of the loading, unloading and transport of raw materials, semi-finished products, models, tools and other items made available by the customer are not included in the price and shall be charged by KS Profile separately and paid by customer accordingly. Costs paid for the above by KS Profile are regarded as an advance that is payable by the customer.

Art. IV Payment

1. Unless otherwise agreed, payment of the agreed price and any additional work shall be made by customer within 30 days of the invoice date.
2. All payments must be made without any deduction or set-off in the manner to be determined by KS Profile.
3. If the customer does not pay within the agreed terms, he is deemed to be in default by operation of law and KS Profile has the right, without any notice of default, to charge interest at a rate of 3 points above the statutory interest applicable in the Netherlands from the due date, as referred to in art. 6:119a and art. 6:120, paragraph 2, of the Dutch Civil Code, as well as all judicial and extrajudicial costs associated with the collection of its claim.
4. KS Profile is at all times entitled to demand security for payment.
5. KS Profile reserves the right to charge the customer for the additional costs caused by accepting the products later than agreed. This includes financing and storage costs.

Art. V KS Profile's standards and documents

1. Unless otherwise agreed, materials and dimensions shall apply in accordance with the DIN/EN standards in force at the moment of concluding the agreement.

2. Strip steel and sheet metal shall be delivered by KS Profile according to weighed gross weight, as stated on the consignment note and on the invoice.

3. Profiles shall be delivered per piece and charged per linear meter. Other products are delivered and charged per item, unless otherwise agreed.

4. Information stated in catalogues, images, drawings, size and weight specifications, etc. is only binding if and insofar as it is expressly included in a contract signed by the parties or an order confirmation signed by KS Profile.

5. Customer shall not be entitled to return delivered packages, unless agreed in writing.

6. The offer made by KS Profile, as well as any drawings, calculations, software, descriptions, models, tools, etc. produced or provided, remain KS Profile's property, even if compensation has been received for the same. KS Profile retains the exclusive rights to the intellectual property of the information, which is included in the foregoing or which forms the basis of the manufacturing and construction methods, products, etc., even if compensation has been received for the same. The customer guarantees that the information referred to shall not be copied, shown to, disclosed to or used by third parties without the written permission of KS Profile, except for the implementation of the agreement. For non-compliance with this clause, the customer shall forfeit to KS Profile an immediately due and payable and non-mitigating sum of €10,000.- per violation and €500.- per day that the violation persists, without prejudice to the right of KS Profile to claim full damage compensation.

Art. VI Delivery time

1. The delivery time starts at the last of the following moments:
   a. the day of the conclusion of the agreement;
   b. the day on which KS Profile receives the documents, drawings, data, permits, etc. necessary for the execution of the order;
   c. the day on which the formalities necessary for the commencement of the work have been completed;
   d. the day on which KS Profile receives the amount that – according to the agreement – must be paid in advance before the start of the work.

If a delivery date or week has been agreed, the delivery time, as per paragraph 1 of this article, is the period between the date of conclusion of the agreement and the delivery date or the end of the delivery week. In case of delay in relation to the topics covered in points a. to d. attributable to the customer, then the delivery time shall be adjusted by KS Profile, whereby KS Profile endeavours to minimise the impact on the delivery time at all times.

2. The delivery time is based on the working conditions applicable at the time of the conclusion of the agreement and on the timely delivery of the materials ordered by KS Profile for the performance of the work. If a delay occurs which is not solely attributable to KS Profile, the delivery time shall be extended as needed.

3. With regard to the delivery time, the product is deemed to have been delivered when it is ready for shipment as notified by KS Profile in writing. The customer shall collect the product(s) as soon as it is made available to him.

4. KS Profile is entitled to charge a reasonable fee for the handling and storage of goods that the customer has not taken possession of after the agreed delivery date or at least one week after KS Profile has communicated that the goods are ready (for inspection or collection, as the case may be). During this period the products shall remain at KS Profile's location at the risk and expense of the customer. If the goods have not yet been collected after a period of one week after KS Profile's notification of readiness, KS Profile is entitled to immediate full payment of the agreed price by customer. If the goods have not yet been collected after a period of one month after KS Profile's notification of readiness, KS Profile is entitled to freely dispose of the product(s), to sell them and to transfer the proceeds to the customer after deduction of i) storage costs, ii) other costs incurred by KS Profile in this sales process, and iii) a fee of 10% of the agreed price.

5. KS Profile shall under no circumstances be liable for any delay of any products.

Art. VII Processing of free-issue material

If, during or after the work performed by KS Profile, it is discovered that the free-issue materials supplied by customer deviate from the agreed specifications, quality level or are otherwise damaged or defective, then KS Profile shall not be liable for this and customer shall compensate KS Profile for any additional work, damages or costs incurred by KS Profile in relation to the same, including indirect damage, such as: loss of profits, loss of production, standstill hours, loss of turnover and/or profit, claims on other orders that are delayed due to the standstill and depreciation of products.

Art. VIII Inspection and acceptance

1. The customer is obliged to accept and collect the product(s) produced or processed by KS Profile in accordance with the agreement.

2. If expressly agreed in the order, the customer shall be entitled to inspect the product within 3 days after KS Profile's notification stating the product is ready for inspection. If this term has expired without written and specified notification of justified complaints, the product is deemed to have been irrevocably accepted.

3. Upon arrival on site of the equipment, customer shall immediately inspect the product. Any visible defect in the equipment shall be notified to KS Profile ultimately within 5 working days of the arrival of the equipment at the place of destination and shall be fully substantiated and documented and subsequently communicated to KS Profile within 3 calendar days from the first notification. If customer should reasonably be unable to substantiate and document the notified defect, then customer shall notify KS Profile forthwith and request an extension of the 3 day period up to a maximum of 7 days. This request shall not be unreasonably denied by KS Profile. Should customer fail to give any of the required notices in a timely

manner, customer shall not be entitled to any compensation and KS Profile shall be discharged from all liability in connection with the (visual) defect.

Art. IX Risk and ownership transfer

1. As soon as the product has been delivered within the meaning of art. VI, paragraph 3, the customer bears the risk for all direct and indirect damage that may occur to or due to this product, unless the damage is due to intent or conscious recklessness of the management employees of KS Profile. If, after notice of default, the customer remains in default with the acceptance and/or collection of the product, KS Profile is entitled to charge the resulting costs to the customer.

2. Without prejudice to the provisions of the previous paragraph and the provisions of art. VI, paragraph 3, the ownership of the product shall not be transferred to the customer until all amounts owed by the customer to KS Profile for supplies or work, including interest and costs, have been paid in full to KS Profile.

3. Where appropriate, KS Profile shall be entitled to unimpeded access to the product. The customer shall fully cooperate with KS Profile in order to give KS Profile the opportunity to exercise the retention of title included in paragraph 2 of this article by taking back the product, including any disassembly required for this purpose. If disassembly is not possible, KS Profile shall be entitled to become 'co-owner' of an arithmetical part of the new construction and the customer shall give his consent to this arrangement in advance.

Art. X Warranty

1. Without prejudice to the restrictions set out below, KS Profile warrants both the quality of the product procured and delivered by it, insofar as it concerns defects in the delivered product that were imperceptible during inspection in accordance with article VIII, and provided the customer can prove that these defects arose within 6 months after delivery as a direct result of a fault in the construction applied by KS Profile, defective workmanship or the use of poor materials. The warranty does not extend beyond the guarantee that the product meets the specifications of KS Profile and does not cover its use.

2. Defects covered by the warranty referred to in paragraph 1 shall be eliminated by KS Profile by means of repair or replacement of the defective parts, at KS Profile's option. KS Profile shall perform this task within a reasonable period of time, taking into account delivery times of material and available lead times as indicated by KS Profile. Customer shall place at KS Profile's disposal the defective product, or part thereof, as the case may be, for repair or replacement as determined by KS Profile.

3. All costs incurred by KS Profile that exceed the repair and replacement obligation as described in paragraph 2, such as, but not limited to, transport costs and travel and accommodation costs, as well as costs of disassembly and assembly/installation, shall be paid by the customer. This means that the customer is obliged to expand assembled products at his own expense and risk.

4. A new warranty period of 6 months applies to repaired or replacement parts from the moment the repair is completed or the moment that the replacement part has been delivered in accordance with the same delivery terms as for the original supply respectively, on the understanding that any warranty expires as soon as 12 months have elapsed after delivery of the product.

5. For repair, overhaul and maintenance work and similar services performed by KS Profile outside the warranty, a warranty is only given on the soundness of the performance of the assigned work for a period of 6 months from the completion of those services, unless otherwise agreed. This warranty includes the sole obligation of KS Profile to perform the relevant work again, insofar as it is unsound, in the event of faults.

6. No warranty is given for advice, design and similar services provided by KS Profile. The customer is advised to have an inspection carried out by a registered designer or main constructor.

7. In any case, the warranty does not cover defects that occur in or are wholly or partly the result of:
   a. non-compliance with operating and maintenance instructions or use other than foreseen normal use;
   b. normal wear and tear;
   c. (dis)assembly/installation or repair by the customer or by third parties;
   d. the application of any government regulation regarding the nature or quality of the materials used;
   e. used materials or items used in consultation with the customer;
   f. free issue materials or items provided by the customer to KS Profile for processing;
   g. materials, items, working methods and structures, insofar as applied on the express instruction of the customer to materials and items supplied by or on behalf of the customer;
   h. parts purchased by KS Profile from third parties, insofar as the third party has not provided a warranty to KS Profile or the warranty provided by the third party has expired.

8. If the customer, without the prior written approval of KS Profile, proceeds to dismantle, repair or perform other work with regard to the product, any claim under the warranty for the product shall lapse.

9. Complaints with regard to defects must be made in writing as soon as possible after their discovery, but no later than 14 days after the defect has been discovered or should reasonably have been discovered. If these terms are exceeded, any claim against KS Profile regarding those defects shall lapse.

10. If KS Profile replaces parts/products in order to fulfil its warranty obligations, the replaced parts/products shall become the property of KS Profile.

11. If the customer invokes this warranty scheme, he must at all times provide KS Profile and the third parties engaged by KS Profile free access to the location where these products are or have been located in order to be able to investigate the nature and scope of these complaints, as well as to provide all desired information, under penalty of forfeiture of an appeal to invoke this provision.

12. KS Profile makes no other representations, covenants, warranties, or guarantees, express or implied, other than those expressly set forth in the order or these conditions.

Art. XI Liability

1. KS Profile shall under no circumstances be liable towards the customer or its affiliates for financial damages or losses such as but not limited to loss of profit, loss of revenue, loss of opportunity, loss of production, loss of use and/or loss of contracts; nor for any indirect damages or losses and/or consequential damages or losses under this agreement and/or at law.

2. KS Profile's maximum aggregate liability for all its obligations, guarantees, warranties (express or implied at law), services and liabilities under this agreement, in contract, tort, breach of duty (statutory or other) or otherwise 'at law', and irrespective of the cause, shall not exceed ten percent (10%) of the order value, excluding turnover tax.

3. Legal actions against KS Profile shall be initiated by customer within a period of 12 months after the moment when the product(s) were delivered or should have been delivered or from the day the service was completed or should have been completed. Failing to do so shall constitute a loss of rights.

Art. XII Force Majeure

In these general conditions, 'force majeure' refers to any circumstances independent of the will of KS Profile – even if these circumstances could already have been foreseen at the time of the conclusion of the agreement – that permanently or temporarily prevent the fulfilment of (part of) the agreement, as well as war, the threat of war, epidemics or pandemics, governmental decisions, terrorism, civil war, riots, strikes, lockouts, transport difficulties, fire and other serious disturbances in the company of KS Profile or its suppliers, insofar as these circumstances are not already included.

Art. XIII Suspension and termination

1. In the event that the implementation of the agreement is prevented by force majeure, KS Profile is entitled, without judicial intervention, either to suspend the implementation of the agreement for a maximum of 6 months or to dissolve the agreement in whole or in part, without being obliged to pay any compensation.

2. If the customer does not fulfil any of his obligations arising from the agreement concluded with KS Profile or from a related agreement, or fails to fulfil such an obligation properly or in a timely manner, KS Profile is entitled to suspend the implementation of the agreement and/or dissolve the agreement.

3. In the event of suspension on the basis of paragraph 1 or paragraph 2 of this article, KS Profile is authorised to store the raw materials, parts, materials and other items purchased, reserved, processed and manufactured by it for the implementation of the agreement at the expense and risk of the customer.

4. If there are good grounds to suspect that the customer is or will not be able or willing to fulfil his contractual obligations towards KS Profile, as well as in the event of bankruptcy, suspension of payments, shutdown, liquidation or the full or partial transfer of the company of the customer, KS Profile is entitled to demand appropriate security for all contractual obligations, either due or not, from the customer and to suspend the implementation of the agreement pending such security. In the absence of security within a reasonable period set by KS Profile, KS Profile is entitled to dissolve the agreement in whole or in part. KS Profile has these powers in addition to its other rights under the law, the agreement and these conditions.

5. The customer shall not be entitled to terminate or cancel the agreement for convenience unless KS Profile agrees to this in writing. If KS Profile agrees, the customer shall i) pay KS Profile for the work performed and/or started up to the effective date of termination, and; ii) indemnify KS Profile for costs and expenses incurred by KS Profile in connection with the close-out of the work and the termination of the agreement, and; iii) pay KS Profile a termination fee corresponding to 20% of the order value. If the price is made dependent on the actual costs to be incurred by KS Profile (cost-plus basis), the compensation as referred to in this article is determined by the sum of the costs, labour hours and profit that KS Profile is expected to have accrued over the course of the entire assignment should no termination have occurred.

6. In the event of termination, paragraph 3 of this article shall apply mutatis mutandis with the understanding that KS Profile may also opt for sale or destruction at the customer's expense instead of storage.

7. In the event of suspension or termination, customer shall make an immediate payment for the raw materials, parts, materials and other items purchased, reserved, processed and/or manufactured by KS Profile for the implementation of the agreement for the value that must be reasonably attributed to it as well as the costs incurred by KS Profile for storage of the materials and any costs pursuant to the idle time of personnel. In the event of termination, the customer is obliged, after payment of the amount owed pursuant to the previous sentence, to take possession of the goods included therein. If the customer fails to do so, KS Profile is authorised to have these goods stored at the customer's expense and risk, or to sell or destroy the goods at the customer's expense.

Art. XIV Applicable law and Dispute Resolution

1. All agreements to which these conditions are wholly or partly applicable are governed by the laws of the Netherlands. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (1980) is expressly excluded.

2. Any disputes that may arise as a result of an agreement to which these conditions apply in whole or in part, or as a result of further agreements arising therefrom, shall be finally settled by the competent court in Rotterdam, The Netherlands.

Art. XV Miscellaneous

1. If any provision in these terms and conditions is void or otherwise unenforceable, the other provisions shall remain in full force and effect.

2. The provisions of these conditions which by their nature are intended to survive the termination, cancellation, completion or expiration of the agreement, including but not limited to any provisions concerning confidentiality, expressed limitations of or releases from liability and dispute resolution, shall continue as valid and enforceable obligations of the parties notwithstanding any such termination, cancellation, completion or expiration.

3. The parties expressly declare to one another that they have not, in any way or at any time since the date of their pre-qualification violated, and shall not in any way, at any time in the future violate or infringe applicable bribery and anti-competition laws.

4. The parties agree that ensuring the health and safety of their employees, agents and suppliers is of paramount importance. If, during the execution of the work, KS Profile's personnel believe an unsafe situation affecting their or others' health and/or safety exists, then they must immediately notify customer's representative and may suspend the performance of any work until the unsafe situation is rectified.