

# AIRIOS GENERAL TERMS AND CONDITIONS, THE NETHERLANDS

### 1. APPLICABILITY

The following provisions shall apply to all offers for the sale and delivery of Equipment, Software and/or other materials and/or rendering of services by Airios BV, with tradename Airios (hereinafter called "Airios") and apply to all Orders and supersede any statutory and other provisions deviating there from, including, in particular, any general terms and conditions of Airios' other party (hereinafter called Buyer), save provisions of imperative law.

- 2. HEADINGS AND TRANSLATIONS
  The heading and order of the articles of these
  General Terms and Conditions have only
  been chosen for the sake of readability and
  do not affect their interpretation. The Dutch
  text of these General Terms and Conditions
  shall be binding. Any translations that may be
  made shall not affect their interpretation.
  3. DEFINITIONS
- 3.1 "Equipment": Hardware and/or other equipment described in the Order. Ideas, know-how, methodologies, mathematical formulas, trade secrets and all information subject to rights of intellectual and/or industrial property included in written or machine-readable information (or oral information reduced to writing), which the disclosing party considers proprietary or confidential and marks "Confidential", "Proprietary", "Sensitive" or with words of similar meaning.
- 3.3 "Licensed Software": All Software described in the Order, including all related updates, changes or revisions provided under the Order.
- 3.4 "Licensed Use": A particular use as described in the Order, for which the Buyer is authorized to use the Licensed Software.
  3.5 "Order": an agreement between Airios and Buyer for Work to be provided by Airios to Buyer.
- 3.6 "Software": Machine-readable object and/or source code, including executable programs and firmware, and user documentation in written or electronic object code form. "Software" may include Licensed and Unlicensed Software.
- 3.7 "Unlicensed Software": Software which may be included on the storage media containing Licensed Software that the Buyer is not authorized to use under the Order.
  3.8 "Work": The labor, Equipment, Software,
- 3.8 "Work": The labor, Equipment, Software any other materials and/or services, as defined in the Order, to be sold and/or delivered by Airios to Buyer.
- 4. PROPOSAL AND ORDERS
- 4.1 Unless otherwise specified in writing, all Airios proposals are valid and may be accepted by Buyer for a period of fourteen (14) days from the date of issuance.

- 4.2 Orders will come into effect on any of the following instances, whatever instance comes first:
- a. Unconditional acceptance of a Airios proposal by Buyer within a period of fourteen (14) days from the date of issuance.
   Unconditional acceptance after this 14-day period will not create an Order unless accepted by Airios in writing.
- b. Date of signing by Airios of any order, contract or other document signed by Buyer as regards the provision of Work.
- 4.3 Unless otherwise expressly noted in the Order, the provisions of the applicable Airios proposal shall take precedence over any conflicting provisions in any other document made part of the Order.
- 4.4 In the case of Orders with an invoice value of less than EUR 230.— (excluding V.A.T.) Airios reserves the right to charge service charges to Buyer.
- 5. DELIVERY, RISK OF LOSS AND TERMS OF PAYMENT
- 5.1 Delivery Terms and Risk of Loss Unless otherwise agreed in accordance with Incoterms 2020, all deliveries shall be exworks Airios' designated facility. Risk of loss or damage shall pass to Buyer at the time Airios makes the goods available to Buyer for shipment.
- 5.2 Payment Terms All payments must be received within 30 days from the date of Airios' invoice. All payments must be made in euros. In the event the parties agree that an Order shall be priced and/or payments shall be accepted in other than euro, said pricing and/or payment shall be converted from euro using the exchange rate in effect on the date of the invoice.
- 5.3 International Shipment In the case of purchase for destination outside the Netherlands, any payment not received prior to shipment must be made by irrevocable Letter of Credit, in a format acceptable to Airios, confirmed by a Prime Class Bank in favor of Airios. The Letter of Credit must remain valid until final payment is made and all bank charges associated with opening and maintaining this Letter of Credit shall be borne by Buyer.
- 5.4 Credit Terms and Interest All shipments and deliveries shall be subject to approval of Buyer's credit by Airios. Any payment not received by the due date shall be subject to statutory interest. Interest shall be imposed monthly and debited to Buyer's account or invoiced to Buyer.
- 5.5 Taxes Buyer is responsible for all sales, use, excise, value-added ("VAT"), and other similar taxes, duties and charges levied as a result of an Order. Airios' pricing is exclusive of all such taxes, duties and charges. If the Work is not subject to sales or use tax,

- documentation sufficient to verify tax exemption shall be furnished by Buyer at the time of order placement.
- 5.6 Packing If, as part of the Order, Airios is responsible for packing any items for shipment, Airios will pack such items in accordance with Airios' general packing instructions, suitable for air-ride vans only. 5.7 Prices. If after the conclusion of the Order but before its execution there is any change in any price determining factors as a consequence of which a price increase is deemed necessary by Airios, Airios shall be entitled to give written notice to Buyer of a reasonable price increase. This price increase shall be binding on Buyer unless he informs Airios in writing, within 14 days, that he does not accept it. In that case Airios may, by notice in writing to Buyer, rescind the Order with immediate effect insofar as it has not yet been executed, without prejudice to all other rights belonging to Airios.
- 5.8 Transfer of Ownership. All Equipment and other materials delivered by Airios shall remain the property of Airios under any circumstances until full payments have been received or as long as Buyer has not settled any claim of Airios concerning the consideration due by Buyer for Equipment or any other material delivered or to be delivered by Airios under an Order or for Work also done or to be done under an Order, as well as any claim of Airios in respect of any failure of Buyer in the performance of such Order. Buyer shall not be entitled to pledge ("verpanden") the objects concerned to any third party or to transfer them either in whole or in part otherwise than in the course of his normal business or in accordance with the normal intended purpose of the objects. On demand by Airios,
- Buyer shall pledge ("verpanden") to Airios the claim(s) acquired there from. In the event of non-compliance with the provisions of the preceding two sentences, the purchase price shall be due and payable at once and in full. 5.9 Collection costs. All legal and non-legal costs (including the expense of legal aid) connected with the collection of debts due to Airios by Buyer shall fall on Buyer. 6. DELAYS
- 6.1 Delays. The delivery and performance dates in the Order are approximate only; Airios shall not be liable for nor in breach in the performance of an Order because of any delivery or performance within a reasonable time of such dates. In no event shall Airios be liable for any delays caused by failure of Buyer to provide any necessary information and/or cooperation in a timely manner.
  6.2 Order Adjustment. In the event of delays in delivery or performance caused by force majeure or Buyer, the date of delivery or

performance shall be extended by the period of time Airios is actually delayed or as mutually agreed and, in the case of Buyer-caused delay, including but not limited to delays caused by Buyer's failure to provide Buyer deliverables in a timely manner, the price and other affected terms shall be adjusted accordingly. In addition, if delivery of Equipment or other materials is delayed due to the acts or omissions of Buyer, Airios may store the Equipment or other materials at Buyer's risk and expense and Airios may invoice Buyer for any payments that would have otherwise been due had there been no delay in delivery.

# 7. SOFTWARE LICENSE

7.1 License. Airios grants to Buyer under the Order a non-exclusive license to use Licensed Software solely for Buyer's own internal purposes in accordance with the Licensed Use. Buyer shall not reverse compile, disassemble, or otherwise reverse engineer any Software, unless permitted by mandatory law. Airios and/or its third- party suppliers shall solely retain all (intellectual and/or industrial property) rights in the Software.

7.2 Additional Licenses or use. Unless prior written consent from Airios has been obtained, and Buyer has paid additional license fees, Buyer may not use Licensed Software outside the Licensed Use.
7.3 Copies and Modifications. Buyer may make only 2 copies of the Software in non-printed, machine-readable form, to be used solely for archival or backup purposes ("Archival Copies"). Buyer shall include all copyright and trade secret notices and serial numbers on the Archival Copies. Buyer may not modify the Software except as authorized by Airios in writing.

7.4 Transfer of Licensed Software. Buyer may transfer his license to use the Licensed Software to a third-party only if Airios gives its prior written consent. If Buyer will not be the end user of the Licensed Software, Airios hereby consents to the transfer of the Software to the end user provided Buyer first obtains the end user's written agreement to accept these General Terms and Conditions and the possible license conditions contained in the Order and thereafter provides Airios with a copy of said agreement.

7.5 Demonstration Use. If Software has been provided to Buyer for demonstration or evaluation purposes, Buyer may use such Software for a period of 90 days from the date the Software was delivered to Buyer. After this 90-day period, Buyer agrees to either return the Software to Airios or pay the applicable license fee for Buyer's continued use of the Software and to fully comply to these General Terms and Conditions and possible other agreed license terms.
7.6 Term and Termination of License. The license granted herein is effective on the date Airios ships or installs the Licensed Software.

license granted herein is effective on the date Airios ships or installs the Licensed Software, whichever is earlier. Airios may terminate this license if Buyer defaults under the Order, and does not remedy such default within ten (10) days after receiving written notice thereof from Airios, or is in bankruptcy, insolvency, dissolution, or receivership proceedings.

Upon termination of this license, Airios may repossess the Software and all copies without further notice. Promptly upon termination of this license, Buyer shall immediately cease all use of Licensed Software and return or destroy, as directed by Airios, all copies of the Software.

## 8. WARRANTIES

8.1 Equipment. Unless otherwise specified in the Order, Airios warrants all Equipment will materially comply with Airios' published specifications or with Airios' designs or specifications generated specifically for the Order for 12 months from shipment or product data code, whichever is earlier. Third-party Equipment not listed in Airios' published price list is warranted in accordance with the published warranty of the supplier to the extent Airios has the right to such warranty. Non-complying Equipment returned to Airios (transportation prepaid) will be repaired or replaced, at Airios' option, and returnshipped lowest cost, transportation prepaid. Items subject to wear or burnout through usage (such as lamps or ribbons) shall not be deemed defective because of wear or burnout. Repaired or replaced Equipment shall be warranted for the remainder of the unused warranty term or for 90 days from shipment, whichever is longer. In cases of emergency (at Airios' discretion), Airios may ship replacement parts to Buyer before receiving from Buyer those parts to be replaced. If Airios does not receive those parts (transportation prepaid) within 30 days after shipment of the replacement parts. Buyer will pay Airios' then-current list price for the replacement parts.

8.2 Software. Licensed Software will materially comply with Airios' published user documentation, or with Airios' designs or specifications generated specifically for Buyer and agreed to in writing by the parties ("Specifications"), for one year from the later of shipment to Buyer or installation by Airios, but in no event to exceed fourteen (14) months from shipment. If Buyer notifies Airios of materially non- complying Licensed Software and provides a description allowing the error to be repeated, Airios will, at Airios' option, either:

(i) provide Buyer with a correction or replacement Licensed Software (or a similar software program); or (ii) make instructions available to Buyer to modify the Licensed Software. Airios warrants that the Licensed Software provided under an Order has been scanned for viruses known to Airios prior to delivery to carrier or Buyer. Because viruses could be introduced to the Licensed Software after delivery to carrier or Buyer, Airios recommends that Buyer regularly scans Licensed Software with updated virus scanning software.

8.3 General. Services provided by Airios will be rendered in a workmanlike manner, in accordance with generally accepted, standard industry practice. Any services performed that do not conform to an Order will, upon written notice from Buyer, be corrected by Airios, provided such notice is received by Airios within 90 days of the date the service was performed. Unless otherwise expressly

agreed to in writing by Airios, Airios shall not be responsible for the application and functional adequacy of the Work provided under an Order.

8.4 Exclusions. These warranties shall not apply if a failure or non-conformance is due in whole or in part to: (i) improper use, application, maintenance, operation or installation of the Equipment or Software, or exposure of the Equipment or Software to operating environments outside Airios' specifications;

(ii) any modification of the Equipment or Software in a manner inconsistent with the applicable user documentation or not otherwise approved in writing by Airios; or (iii) use of the Equipment or Software with equipment or software not approved in writing by Airios. Any costs incurred by Airios in the repair of faults or errors related to these actions shall be reimbursed by Buyer at Airios' then-current rates and Buyer shall indemnify Airios against any damages suffered by Airios that are directly related to such faults or errors.

Any recommendations or assistance provided by Airios concerning the use, design, application, or operation of the Equipment or Software shall not be construed as representations or warranties of any kind, express or implied, and such information is accepted by Buyer at Buyer's own risk and without any obligation or liability to Airios. It is the Buyer's sole responsibility to determine the suitability of the Equipment or Software for use in the Buyer's application(s). The failure by Airios to make recommendations or provide assistance shall not give rise to any liability to Airios.

8.5 Repairs. Airios shall only be obligated to repair or replace in the Netherlands. For this purpose, Buyer shall send the object carriage paid and in the original packing to Airios or to a place to be stated by Airios. If the object is outside the Netherlands, Airios shall only be bound to bear the cost of repair or replacement up to, at the most, the amount it would have cost in the Netherlands. 8.6 Limitations. The above warranties are sole and exclusive. In no event shall Airios or its suppliers be liable for, and Airios specifically disclaims, any warranties implied by law or otherwise, including without limitation any warranty of merchantability or fitness for particular purpose. Except for the rights pursuant to Article 12, the Buyer shall not have any other rights because of defects in the Work besides those described in this Article 8.

# 9. INTELLECTUAL PROPERTY INFRINGEMENT

9.1 Airios will indemnify and hold Buyer harmless from and against all damages and costs (excluding attorney's fees, special, consequential, punitive, and incidental damages) which may be finally assessed against Buyer based on a claim that Buyer's use of Equipment or Licensed Software, manufactured by Airios, infringes a patent, copyright or trade secret. The foregoing notwithstanding, Airios shall have no liability for any claim of infringement based on: (i) other than the current release of the Licensed

Software if such claim would have been avoided by the use of the then-current release provided Airios has made the existence of such release known to the Buyer prior to the initiation of the infringement claim; (ii) any modification of the Equipment or Licensed Software by an entity other than Airios or its agents; (iii) any use of the Equipment or Licensed Software with any program, data or equipment not supplied or approved by Airios or; (iv) any use of the Licensed Software outside an Order. 9.2 Airios shall have no liability under this section unless Buyer: (i) gives Airios prompt written notice of any claim made against Buyer, (ii) provides Airios with timely, reasonable opportunity to take over and settle or defend any claim through counsel of Airios' choice and under its sole direction, (iii) makes available to Airios all defenses against any such claim, action, suit or proceeding known to or available to Buyer, and (iv) at Buyer's cost, reasonably cooperates with Airios on any defense.

9.3 If Airios believes that Buyer's use of the Equipment or Licensed Software will be enjoined, Airios may, at its option: (i) procure the right for Buyer to continue to use the Equipment or Licensed Software, (ii) replace the Equipment or Licensed Software with non-infringing Equipment or Software, (iii) modify the Equipment or Licensed Software to be non-infringing, or (iv) accept return of the Equipment or terminate Buyer's license to use the infringing Licensed Software and return to Buyer a portion of the purchase price paid for the Equipment or the license fee paid for the infringing Licensed Software pro-rated over a five-year period commencing at the date of installation. 10. LIEN

Notwithstanding Airios' rights to retention ("retentierecht") and suspension ("opschortingsrecht") by law, Airios is entitled to retain all objects in its possession in connection with the execution of any Order and/or to suspend the performance of any Work, as long as Buyer has not met all his obligations to Airios arising from the Orders in force between them.

11. INTELLECTUAL PROPERTY Airios holds and retains all intellectual and/or industrial property rights, including all design, model, topography, patent, trademark, database and copyrights, relating to the objects sold and/or delivered and services rendered by Airios and to the know-how connected therewith. The use of trademarks in connection with such objects shall be exclusively reserved to Airios. Buyer shall indemnify Airios against any claims in respect of infringement of any intellectual property rights of third parties as a consequence of any modification of an object supplied by Airios or of any use of such object in any manner other than that prescribed by Airios or of integration of the object with any object not supplied by Airios.

12. INDEMNIFICATION, LIMITATION OF LIABILITY

12.1 Airios' liability for any loss or damage arising out of, connected with, or resulting from an Order, or from the performance or

breach thereof, or from the manufacture, sale, delivery, resale, repair or use of any product covered by or furnished under or in accordance with these General Terms and Conditions, shall in no case exceed the price allocable to the product/services or part thereof which gives rise to the claim, with a maximum of EUR 500.000 per year and event, a series of related events deemed to be one single event.

12.2 In no event shall Airios be liable for any consequential damages (including, without limitation, any and all, damages from business interruption, loss of profits or revenue, cost of capital, or loss of use of any property or capital, loss of goodwill,, mutilation or loss of data, damage relating to the use of objects, materials or software of third parties prescribed by the Buyer for Airios, damage relating to engagement of suppliers prescribed by Buyer for Airios ) or for any claims of Buyer's customers.

12.3 Buyer will indemnify Airios, its employees, and its suppliers against any claims from Buyer's customers.

12.4 These exclusions and limitations on damages and this indemnification shall apply regardless of how the loss or damage may be caused and against any theory of liability, whether based on contact or law.

12.5 Above limitations to liability do not apply in the event of gross negligence or willful intent by leading employees of Airios. Airios' liability for damages through bodily injury and/or death shall never exceed the amount of EUR 1.000.000.

12.6 Except as herein expressly provided to the contrary, the provisions of these General Terms and Conditions are for the benefit of Airios and Buyer and not any other person. Buyer shall indemnify Airios for all costs and damages, including attorneys' fees, suffered by Airios as a result of Buyer's actual or threatened breach of these terms and

13. CONFIDENTIAL INFORMATION The parties may exchange Confidential Information during the performance or fulfillment of an Order. All Confidential Information shall remain the property of the disclosing party and shall be kept confidential by the receiving party for a period of 15 years following the date of disclosure. Licensed Software, and Unlicensed Software contained on the same media, shall be kept confidential perpetually. These obligations shall not apply to information which is: (i) publicly known at the time of disclosure or becomes publicly known through no fault of recipient, (ii) known to recipient at the time of disclosure through no wrongful act of recipient, (iii) received by recipient from a third party without restrictions similar to those in this section, or (iv) independently developed by recipient. Each party shall retain ownership of its Confidential Information and all rights therein, including without limitation all rights in patents, copyrights, trademarks and trade secrets. Airios hereby grants Buyer a non- exclusive license to use Airios Confidential Information delivered during the performance or fulfillment of an Order to evaluate any Work proposed or performed by Airios. Buyer hereby grants

Airios a non-exclusive license to use Buver Confidential Information to prepare and perform work for Buyer. Neither party may transfer or disclose Confidential Information or assign their rights or obligations under this section without the prior written consent of the disclosing party. All other transfers or assignments shall be null and void. 14. COMPLIANCE WITH LAWS 14.1 Buyer shall comply with all local laws and regulations applicable to the installation, use, or import of the Equipment and Licensed Software. Buyer shall comply with all applicable export control laws and regulations of the Netherlands and any other country having proper jurisdiction and shall obtain all necessary export licenses in connection with any subsequent export, re- export, transfer and use of all products, technology and software (the "Airios Products") delivered under an Order. Buyer shall not sell, transfer, export or re-export any Airios Products for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Airios Products in any facility which engages in activities relating to such weapons or missiles. In addition, Airios Products may not be used in connection with any activity involving nuclear fission or fusion, or any use or handling of any nuclear material until Buyer, at no expense to Airios, has insurance coverage, indemnities, and waivers of liability, recourse and subrogation, acceptable to Airios and adequate in Airios' opinion to protect Airios against any type of liability.

14.2 Goods and services delivered by Airios hereunder will be produced and supplied in compliance with all applicable laws and regulations in the country where the goods are being produced and supplied. Buyer confirms that it will ensure that all goods are properly installed and, and Buyer will indemnify Airios in respect of any costs, claims, actions or liability arising out of the rules or laws which are applicable in the country where the goods are being installed and used or all costs, claims, actions or liability otherwise arising out of the supply by Buyer or use by others of the goods.

a) Prices do not include the costs of recycling Equipment covered by the European WEEE Directive 2012/96/EC and such costs may be added to the prices quoted.

b) Unless a charge has been made therefore under section 14.3 a) above, if the provisions of the WEEE Directive 2012/96/EC as implemented in any local jurisdiction apply to Equipment, the financing and organisation of the disposal of the waste electrical and electronic equipment are the responsibility of the Buyer who herewith accepts this responsibility, and Buyer will indemnify Airios in respect of all such liabilities. The Buyer will handle the collection, processing and recycling of the goods in accordance with all applicable laws and regulations, and shall pass on this obligation to the final user of the goods. Failure by the Buyer to comply with these obligations may lead to the application

of criminal sanctions in accordance with local laws and regulations

15. CHANGES

Buyer shall have the right to request changes within the scope of an Order; however, all such changes are subject to acceptance by Airios. If any change causes an increase or decrease in the price of the Order, or in the time required for performance, Airios shall notify Buyer of such increase or decrease and the Order shall be modified in writing accordingly. Airios shall not be obligated to proceed with any change until an Order amendment has been accepted by Airios; however Airios' right to payment for such change shall not be affected, in the event Airios agrees to proceed prior to the acceptance of such Order amendment. Unless otherwise agreed to in writing, Airios shall have the right to invoice immediately for the total value of the change.

16. DOCUMENTATION

Unless otherwise expressly noted in an Order, the types and quantities of documentation to be supplied by Airios shall be as specified in Airios' proposal and all documentation will be written in the English language. If the Order provides for Buyer approval of Airios drawings, Airios will allow for one revision to each drawing submittal at no added charge, provided the Buyer requested revision does not alter the scope of the work to be performed. Copies of, or revisions to, Airios-supplied documentation beyond the quantities allowed per the above can be furnished for an added charge.

can be furnished for an added charge. 17. TERMINATION AND CANCELLATION 17.1 Termination. In the event that Buyer is in default ("verzuim") in the performance of any of his obligations (it being understood that Buyer will be in default automatically when Buyer exceeds the agreed term of settlement), and in the event of bankruptcy ("faillissement"), compulsory liquidation ("liquidatie") or (provisional) suspension of payment ("(voorlopige) surseance van betaling") being granted to Buyer (or a petition being filed for either by Buyer himself), Airios shall be entitled either to rescind any or all Orders in whole or in part without any notice of default or to suspend the performance of any or all Orders, without being liable for any damages in respect of such rescission or suspension, as the case may be. In the cases specified in the preceding paragraph, all claims of Airios on Buyer arising from the Order concerned shall be due and payable at once and in full, whatever the conditions of settlement, and Airios shall be entitled to take back such objects delivered to Buyer as have remained the property of Airios from the place where they are, and for this purpose, if necessary, to enter upon Buyer's premises without Airios requiring any authorization from Buyer or any Court.

17.2 Buyer may terminate an Order in whole or in part at any time, upon 30 days written notice to Airios setting forth the portion of the Order affected, and the date on which said termination is to be effective. In the event of any such termination, Buyer will pay Airios for all work performed to the date of cancellation and a reasonable profit, and all reasonable

expenses incurred by Airios as a result of such termination.

18. FORCE MAJEURE

18.1 Force Maieure No failures in Airios' performance shall be imputed to Airios unless Airios can be blamed for them or is liable for them by Dutch law. In no event shall they be imputed to Airios if they are caused by any unforeseen facts or circumstances, including economic ones, which have arisen through no fault or act of Airios, such as, among other things, any serious interruption of operations, forced reduction of production, strikes and lock- outs, both at Airios and at the factories of other enterprises belonging to the Airios group and other supply companies, war, (threat of) terrorist attack(s), hostilities, state of siege, mobilization, either in the Netherlands or in any other country where the Airios factories or supply companies referred to are established, delays in transport or delayed or incorrect delivery of objects or materials or parts by any third parties, any such event being force majeure ("overmacht"). Force majeure specifically includes inability or refusal by third party suppliers to provide Airios parts, services, manuals, or other information necessary to the Work to be provided by Airios under an

18.2 Termination. If the force majeure continues for longer than 30 days, either party may terminate the Order and Buyer will pay Airios for Work performed prior to termination and reimburse all reasonable expenses incurred by Airios as a result of such termination.

19. WORK AT BUYER'S SITE 19.1 Scope. Unless specifically agreed to in the Order, Airios is not responsible for installation, start-up, commissioning, or maintenance of the Equipment. 19.2 Equipment Operation. Airios personnel are not authorized to perform work on equipment in operation. If, at the request of Buyer, Airios personnel make adjustments to the Equipment or Software while such equipment is operating in a live process, Buyer agrees to indemnify and hold Airios harmless from any or all costs associated with any injury or death to persons or damage to or loss of property resulting there from. 19.3 Employee Access. When services are to be performed at a Buyer site located outside of the Netherlands, Buyer shall be responsible for obtaining all applicable permits, visas or other governmental approvals necessary for Airios employees to perform the services. Airios' obligation to perform such services shall at all times be subject to Airios' assessment that the region is sufficiently stable in order to assure the safety of Airios' personnel before and during the period the services are to be performed. 19.4 Delays caused by Buyer. Buyer undertakes to offer every reasonable assistance. All extra costs suffered by Airios, and the suspension of Work, if any, due to Buyer's failure to cooperate in time, shall be for the account of Buyer. Buyer shall indemnify Airios against all claims from third parties in this respect.

### 20. GOVERNING LAW

All agreements to which these General Terms and Conditions apply shall be governed exclusively by the laws of the Netherlands. The United Nations Convention on Contracts for the International Sale of Goods (CISG) Vienna, April 11, 1980 shall not apply. 21. COMPETENT COURT

The District Court of 's-Hertogenbosch shall, to the exclusion of any other Courts, be competent in first instance to take cognizance of any disputes relating to any agreements to which these General Terms and Conditions apply.

### 22. GENERAL

Any change to or waiver under these General Terms and Conditions must be in writing and signed by Airios. Waiver in one case shall not be waiver in a subsequent case. No rights are granted except as expressly granted in these General Terms and Conditions.

## 23 LANGUAGE

The English language version of these terms and conditions will prevail in case of conflict with any translations provided for convenience purposes.

These General Terms and Conditions were filed under no. 34090225 at the office of the (Dutch) Chamber of Commerce.

November 2021