

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF PELICAN WORLDWIDE
These terms and conditions have been filed at the court registry of the district court in Rotterdam, under number 7/2021.

1. Definitions

The following capitalized terms used in these general terms and conditions shall have the meaning ascribed to them below, unless the context indicates otherwise:

- "Agreement" : any agreement or other legal relationship between PELICAN and Customer regarding the purchase, sale and delivery of Products, any amendment or supplement to such an agreement or legal relationship, as well as any and all related (legal) acts in connection to such an agreement or legal relationship, whether or not in preparation or performance thereof;
- "Customer" : the (legal) person, partnership or other organization entering into an Agreement with PELICAN;
- "IP-rights" : any and all intellectual and industrial property rights relating to the Products, including patents, utility models, rights to inventions, copyright and neighboring and related rights, moral rights, trademarks, trade names, service marks and domain names, the rights to publicize, multiply, utilize and exploit such rights and the rights to sue for passing off or unfair competition, design rights, confidential information (including know-how and trade secrets and the rights to use and protect confidential information) and all other intellectual property rights, in each case whether registered or unregistered and including all applications, registrations granted pursuant to any of the applications and rights to apply for and be granted, renewals or extensions of and rights to claim priority from such rights, and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- "Party/Parties" : any party/the parties to an Agreement;
- "PELICAN" : the private company with limited liability Pelican Worldwide B.V., registered with the Trade Register of the Chamber of Commerce under number 23072017, and any of its affiliated companies;
- "Products" : any and all products and/or services delivered or to be delivered by PELICAN under any Agreement, including without limitation materials, objects, parts, accessories and accompanying documents;
- "Terms and Conditions" : these general terms and conditions of delivery and payment.

2. General

- 2.1 These Terms and Conditions are applicable to any Agreement and any subsequent Agreements and form an integral part thereof, to the extent not explicitly deviated from in the Agreement.
- 2.2 Any deviations from the applicability or the provisions of these Terms and Conditions shall be applicable only if they have been expressly recorded in writing and signed by the Parties, and shall apply exclusively to the Agreement in question.
- 2.3 Any general terms and conditions used by the Customer are explicitly rejected by PELICAN and shall not be applicable to any Agreement, regardless of the Customer having referred to such terms and conditions previously.
- 2.4 If any provision of these Terms & Conditions is declared illegal or unenforceable in whole or in part by any competent authority, the remaining provisions of these Terms and Conditions shall remain in full force and effect. In such an event, the Parties shall agree upon new provisions to replace the provisions declared illegal or unenforceable which as closely as possible reflect the original intent of the Parties in nature and purpose and are not illegal or unenforceable.
- 2.5 If any provision of an Agreement conflicts with any provision of these Terms and Conditions, the provision of these Terms and Conditions shall prevail, unless the Parties have explicitly agreed in the Agreement to deviate from the relevant provision of these Terms and Conditions.
- 2.6 The English text of these Terms and Conditions prevails over any translation thereof.
- 2.7 PELICAN is entitled to amend these Terms and Conditions at any time. The amended Terms and Conditions shall apply to all Agreements concluded from the moment PELICAN has filed the amended Terms and Conditions with the trade register of the Dutch Chamber of Commerce or the court registry of any district court or from the moment PELICAN has notified the Customer in writing of the amended Terms and Conditions.
- 2.8 In all cases in which these Terms and Conditions require that a notice or other document is made in writing, this shall include, without limitation, any communication that has been sent by e-mail, facsimile or by any other mean of analog or digital electronic transmission and has been received by the other Party.
- 2.9 The delivery term "Delivered Duty Paid (DDP)" or "Ex Works (EXW)" used in these Terms and Conditions shall be interpreted in conformity with the latest edition of the ICC Incoterms.

3. Offers and Agreements

- 3.1 All offers made by PELICAN, including, but not limited to, quotations, price lists, brochures, etc., are free of obligation and are furthermore revocable, regardless of whether the offer contains a term for acceptance.
- 3.2 PELICAN shall not be under any obligation to provide detailed information, unless agreed otherwise in writing. All price lists, brochures, designs, drawings or models, product specifications and other information included with the Agreement shall be purely indicative and shall be binding on PELICAN only if PELICAN has explicitly confirmed in writing to the Customer that these shall be part of the Agreement.
- 3.3 The prices quoted in any of PELICAN's offers shall only apply for the quantities quoted. As to quantity, type and other specifications of the Products, only that what has been explicitly recorded in the Agreement with respect thereto shall be applicable.
- 3.4 An Agreement shall have been concluded only if (i) recorded in a document signed by PELICAN and the Customer, (ii) PELICAN has confirmed the Agreement in writing or (iii) PELICAN has started its performance under the Agreement. In the event that no document is signed or order confirmation is sent due to the nature and scope of deliveries or works, the invoice or delivery slip shall be considered as the order confirmation, which shall be deemed to represent the Agreement.
- 3.5 Any additions and/or changes to any Agreement and (oral) promises from PELICAN's staff, representatives, agents or any other intermediaries shall only be binding upon PELICAN when these have been confirmed in writing on PELICAN's behalf by a person authorized by PELICAN to do so.
- 3.6 In the event that no Agreement is concluded after PELICAN having made an offer, PELICAN shall be entitled to charge the Customer for all reasonable costs incurred in making the offer, including without limitation a reasonable monetary compensation for the time spent on the preparation of the offer.

4. Prices

- 4.1 Any price quoted by PELICAN is without obligation.
- 4.2 Unless agreed otherwise in the Agreement, the prices shall be:
- based on the levels of the purchase prices, wages, wage costs, social security contributions and government charges, taxes and duties, freight costs, insurance premiums and other costs prevailing on the date of the Agreement;
 - based on delivery Ex Works (EXW) from PELICAN's premises or any other location indicated by PELICAN, unless agreed otherwise in the Agreement;
 - exclusive of costs of installation and start-up, unless agreed otherwise in the Agreement, in which case such costs shall be specified separately;
 - exclusive of costs of non-standard packaging;
 - stated in Euro (within the EU) or USD (outside the EU), subject to the right of adjustment following any changes in exchange rates.
- 4.3 Unless agreed otherwise in the Agreement, there will be a minimum value per order line of EUR 5,00 net and a minimum order value of EUR 35,00 net.
- 4.4 In the event of an increase of the cost price factors, PELICAN shall be entitled to adjust the prices under any Agreement accordingly, unless otherwise agreed.

5. Delivery

- 5.1 Unless agreed otherwise in the Agreement, delivery shall take place Ex Works (EXW) from PELICAN's premises or any other location indicated by PELICAN;
- 5.2 The delivery time and/or installation term agreed upon shall commence on the day on which PELICAN has all required information and documents at its disposal.
- 5.3 PELICAN shall be entitled to make partial deliveries which may be invoiced separately.
- 5.4 The delivery times stated in the Agreement are always approximate. In the event of late delivery, the Customer shall be entitled to set a reasonable term of at least 14 days for delivery of the Products. In the event that the Products are still not delivered within this term, the Customer shall be entitled to rescind the Agreement, without any liability on PELICAN's part to pay or compensate any damages, costs or expenses of any nature whatsoever. The term of 14 days does not apply to specifically ordered Products with a long delivery time and specific applications or required inspections. In these cases, an extra term is applicable which is proportionate to the complexity and the delivery terms of these Products.
- 5.5 PELICAN is entitled to engage third parties to perform the obligations under any Agreement in whole or in part.
- 5.6 In the event that the Customer has not issued any instructions, PELICAN shall determine the method of transport, shipment, packaging, etc. in accordance with good business practice. Any specific wishes the Customer may have concerning packaging and/or transport, which is also deemed to include the movement of Products within the confines of the site, will only be carried out if the Customer shall bear the costs involved.
- 5.7 In the event that the Products are to be inspected on the instructions of the Customer, the Products shall be deemed to be delivered when the Products or the major parts thereof are ready for testing/inspection at the premises of the manufacturer concerned (third parties or PELICAN) and after the Customer has been notified thereof in writing. From that time, the Products shall be for the Customer's risk, even if the Products are still to be transported.

5.8 In the event that PELICAN assists with installation and/or start-up while this is not stated in the Agreement, this is done at the Customer's request and at the Customer's expense and risk.

6. Inspection, acceptance and claims

6.1 The Customer shall be obliged to inspect the delivered Products and/or the packaging within 24 hours of delivery for any defects, shortages, damage or other non-conformity with the Agreement or to carry out this inspection within 10 days of PELICAN's notification that the Products are at the Customer's disposal.

6.2 In the event that the Products are not accepted in accordance with article 6.1 or, in the event of call-off contracts, the Customer fails to observe the call-off term agreed upon, PELICAN shall be entitled to invoice the Products concerned and to store these Products from that time at the Customer's full expense and risk.

6.3 If it has been agreed that the Customer will inspect the Products or will have the Products inspected at the factory or at PELICAN's premises, and the Customer has not exercised this right within 10 days of being notified of the opportunity to do so, the Products shall be deemed to have been definitively accepted by the Customer. Unless agreed otherwise in writing, the cost of inspection and certification shall be borne by the Customer.

6.4 Any claims of the Customer with respect to any visible defects, shortages and/or damage or other non-conformity with the Agreement shall be made by Customer at once during the testing or inspection at the plant of the manufacturer concerned or at PELICAN's premises or, in the event that no testing or inspection takes place, by written notice to PELICAN within 24 hours after delivery and with respect to any non-visible defects, shortages and/or damage or non-conformity within a reasonable time, not exceeding fourteen days, following discovery. If the Customer fails to comply with this provision, any and all of Customer's claims related to such defects, shortages, damage or non-conformity shall expire.

6.5 In the event that the Customer fails to give notice in accordance with article 6.4, the Customer shall be deemed to have accepted the Products. In the event such notice has been given, the Customer must leave the Products as they are until PELICAN has investigated the complaints.

6.6 Products returned shall only be accepted by PELICAN if:

- PELICAN has given prior approval in writing;
- the Products are returned Delivered Duty Paid (DDP), unless agreed otherwise;
- the Products are stock or standard materials;
- the Products have not been delivered more than 6 weeks earlier, unless agreed otherwise.

6.7 If the Customer makes a wrongful claim as referred to in article 6.4, PELICAN shall be entitled to charge 20% of the net price for costs or expenses with a minimum of EUR 50,00.

7. Product and quantity tolerances

7.1 PELICAN is not liable for color differences in Products that are not more than color nuances. The Customer is not entitled to refuse the delivery of such Products.

7.2 In respect of Products for which the wall thickness, plate thickness or weights in grams have been indicated, PELICAN shall be allowed a tolerance of up to 10% more or less.

7.3 In respect of the tolerances for differences in dimensions and/or hardness, PELICAN refers to the international standards applicable for the Products concerned, all such to the extent that the Agreement does not explicitly deviate from these standards in writing and no special specification has been agreed in writing.

7.4 Any parts to be made available to PELICAN by or on behalf of the Customer and to be fitted on, in or to the Products to be manufactured by PELICAN, must be delivered to PELICAN in the required quantity with a surplus of 10% (in the event that no other percentage has been agreed), on time, free and Delivered Duty Paid (DDP). PELICAN shall not be liable whatsoever for the parts or other Products made available to PELICAN in this way nor for the quality and satisfactory usability thereof and PELICAN may assume without any investigation that these parts can be used as is, in on or applied to the product to be manufactured by order.

8. Moulds, templates, cutting dies and other tools

8.1 Moulds, templates, cutting dies and other tools hereinafter referred to as "Tools" manufactured by PELICAN or manufactured wholly or partly in accordance with PELICAN's instructions, and for which the Customer has paid the agreed costs, shall remain PELICAN's property. These Tools shall be kept by PELICAN for the Customer until three years after delivery of the last order. After this period, PELICAN's obligation to retain the Tools shall expire and PELICAN shall be entitled to destroy the Tools after expiration of one month following written notification to the Customer, without being held liable for any compensation.

8.2 In the event that PELICAN is responsible for production of Tools, PELICAN shall only be obliged to start production after the Customer has paid the agreed share in the production costs. Likewise, PELICAN shall only have to start on improvements and/or changes or repairs on Tools after the Customer has paid the necessary estimated costs. In the event that no price has been explicitly agreed for the agreed work, the Customer shall pay PELICAN at PELICAN's first request a fair amount for the costs incurred.

8.3 In the event that the Customer supplies the Tools, PELICAN shall only have to return these Tools after PELICAN's claim against the Customer in respect of work done, Products supplied or on any other account whatsoever has been paid.

8.4 PELICAN shall only be liable for the loss of or damage to Tools if this loss or damage is the result of intent, gross negligence or very improper use on PELICAN's part. In these cases, PELICAN will carry out repairs or provide new Tools at PELICAN's choice. PELICAN shall not be liable for any further obligation or for payment of compensation.

8.5 In so far as PELICAN has specified in the Agreement the number of processes or products for which Tools can normally be used, the Tools will be deemed unsuitable for further production after this number of processes or after production of that number of products, respectively. If this is not specified in Agreement, PELICAN shall notify the Customer as soon as it becomes apparent that Tools are no longer suitable for economically viable production. In that case, PELICAN shall also indicate the costs connected with repairs and/or the production of new Tools.

8.6 The assessment of economically viable production should also include the developments in technology and the adaptation of the company to these developments, both in terms of volume and the extent to which they are labor intensive. As long as Tools are still suitable for production in accordance with the above standards and are kept by PELICAN, the maintenance cost of these Tools shall be borne by PELICAN for a period of two years after the first use in case of regular repeat orders of the Products to be produced with these Tools. PELICAN may destroy Tools that can no longer be deemed suitable for production, without being liable for any compensation to the Customer in this respect.

9. Intellectual and industrial property rights

9.1 Any and all IP-rights related to brochures, price lists and all technical information included with the Agreement, such as drawings, designs, models, samples, etc. and all other written documents included with the Agreement shall explicitly remain PELICAN's property. Without prior written permission, the Customer is expressly prohibited from copying this information. The use of this information must be restricted to the Customer's own use within the framework of the Agreement. At PELICAN's first request and in the event that the Customer shall not have concluded an Agreement or the Agreement is terminated, all information must be returned to PELICAN immediately.

9.2 In the event of the production of Products in accordance with drawings, samples, models or other instructions in the broadest sense, to be received by PELICAN from the Customer or through the Customer from third parties, the Customer warrants that the production and/or delivery of these Products shall not constitute an infringement of any patent, brands, rights of use, trade models or any other intellectual or industrial property right of third parties and the Customer shall indemnify and shall hold PELICAN harmless from and against any claims from third parties in regard to such infringement.

9.3 In the event that a third party objects to production and/or delivery on account of any alleged right, PELICAN shall be entitled solely on the basis thereof to stop production and/or delivery at once and to demand compensation of the costs incurred, without prejudice to PELICAN's rights to any possible further compensation from the Customer, without being held liable for any compensation to the Customer. PELICAN shall be obliged to notify the Customer at once of any objections received by PELICAN from third parties against the production and/or delivery of the Products concerned.

9.4 Any and all IP-rights related to the Products shall be or shall remain PELICAN's property, unless explicitly agreed otherwise in the Agreement. The Customer shall not claim or register any IP-rights related to the Products.

10. Warranty and service

10.1 PELICAN warrants to the Customer that the Products delivered shall upon delivery:

- (a) be free of visible and invisible defects due to faulty materials or workmanship,
- (b) in terms of type, quantity, size and/or weight or any other specifications, comply with what has been explicitly recorded in the Agreement, taking the provisions of article 7 into account;
- (c) be fit for the purpose for which the Products have been manufactured.

10.2 With respect to Products that have not been manufactured by PELICAN or affiliated companies, PELICAN only extends the warranty that it receives from its suppliers and PELICAN shall have no other warranty obligations towards the Customer than the warranty obligations which are performed by the suppliers vis-à-vis PELICAN.

10.3 The Customer's right to claim under the warranties of article 10.1 shall expire one year following delivery of the Products.

10.4 PELICAN's liability under the warranties referred to in article 10.1. shall be excluded if:

- (a) the defect or failure concerns a small deviation in quality, colour, finish, size and weight, that is deemed permissible in the trade, or that is technically unavoidable;
- (b) the delivered Products have not been installed or maintained correctly by the Customer or have been installed with systems or components which have not been installed or qualified as suitable by PELICAN;
- (c) the defect or failure is the result of inexpert use by the Customer, or is the result of use by the Customer contrary to the instructions provided by PELICAN or the purpose for which the Products have been manufactured or different from the purpose for which the Products are suitable by objective standards;
- (d) the defect or failure has a mechanical cause;

- (e) the Customer has modified or repaired the Products itself or has had the Products modified or repaired by third parties;
 - (f) the delivered Products are not fit for the use intended by the Customer and this use does not comply with the use referred to in Article 10.1. sub (c);
 - (g) the Products regard consumables, such as for example seals, o-rings, hoses and gaskets;
 - (h) PELICAN did not put the product on the market;
 - (i) the defect causing the damage did not exist at the time the Products were put on the market by PELICAN or the defect occurred at a later time;
 - (j) the Products were not manufactured for sales purposes or for any other form of distribution with an economic purpose, nor manufactured or distributed as part of the operation of PELICAN's business;
 - (k) the defect is a result of the fact that the Products are in accordance with strictly binding government regulations;
 - (l) it was impossible to detect the existence of the defect on the basis of current scientific and technical knowledge at the time the Products were put on the market by PELICAN;
 - (m) as far as the manufacturer of a part is concerned, the defect can be attributed to the design of the Products of which the part is an element or on the instructions given by the manufacturer of the Product or the Customer;
 - (n) the defect is the result of the production of the Products on the basis of a design or drawings, instructions or specifications issued by the Customer to PELICAN;
 - (o) the Customer is in default with the performance of any obligation, including, without limitation, any payment obligation, under the Agreement or previous Agreements;
 - (p) the defect or failure is the result of an act of third parties for which PELICAN is not legally liable;
 - (q) the defect or failure is the result of force majeure on the part of PELICAN.
- 10.5 If Products delivered by PELICAN do not comply with the warranties referred to in article 10.1., PELICAN shall exclusively be bound, at its own discretion, either to repair the Products concerned, or to replace them with sound products during twelve months following delivery against the prices that apply at the moment that PELICAN accepts the Customer's complaint and/or the claim, with the application of a discount proportional to the relation between the length of the period calculated from the date at which PELICAN accepts the complaint and/or the claim until the date at which the warranty period for the products concerned pursuant to the provisions set forth in article 10.3 ends, and the length of the total warranty period. Disassembly and assembly costs shall be at the Customer's expense.
- 10.6 Products that qualify for repairs and/or investigation must be sent delivery duty paid (DDP) to PELICAN's warehouse. In the event that PELICAN has to carry out repairs or investigations outside its premises, PELICAN shall be entitled to charge the Customer the traveling expenses, any transport costs and the costs of the test equipment to be used. Investigation and repairs shall in principle be done at PELICAN's premises during normal working hours. Solely in the event of a separate service agreement, this work can take place outside normal working hours. In the event that the Products submitted for investigation or repairs do not show any defects, all cost incurred shall be borne by the Customer.
- 10.7 PELICAN shall not be liable for any damage or injury inflicted on objects or persons during work at the Customer's premises on the grounds of the obligations under this article.
- 10.8 The obligations arising from articles 10.1. up to and including 10.5. shall be PELICAN's only obligations in the event of a failure to fulfil the obligations of an Agreement due to the non-compliance of the Products with the warranties referred to in Article 10.1. The applicability of Section 7:17 of The Dutch Civil Code is expressly excluded, as far as Section 7:17 of the Dutch Civil Code would provide remedies that do not expressly arise from the provisions of these Terms and Conditions.
- 11. Force majeure**
- 11.1 PELICAN shall not be liable for any failure to perform under any Agreement if the non-performance is due to Force Majeure.
- 11.2 Force Majeure in these Terms and Conditions shall mean any event or circumstance beyond PELICAN's control that obstructs the due and proper performance of the Agreement, whether temporarily or permanently, and whether in whole or in part or as a consequence of which PELICAN's performance under the Agreement van not reasonably be expected. Force majeure shall in any event include, but shall not be limited to, strikes, exclusions, acts of authorities, state of war and siege, danger of war, fire and other business interruptions, (natural) disasters, extreme weather conditions such as tornadoes, storms, lightning strikes and the like, epidemics, pandemics, embargoes, riots, terrorist acts or consequences thereof, shortages of raw materials and/or labor required for the delivery of the products, problems in the transportation of the Products, and problems in the electronic transmission or receipt of messages and data. Force majeure as defined herein on the part of suppliers or other third parties on which PELICAN depends for the delivery of Products, shall also be qualified as force majeure on the part of PELICAN.
- 11.3 In the event that in PELICAN's opinion the Force Majeure is temporary, PELICAN shall be entitled to suspend the performance of the Agreement until such time as the Force Majeure no longer occurs.
- 11.4 In the event that in PELICAN's opinion the Force Majeure is permanent, the Parties may effect an arrangement on the rescission of the Agreement and the ensuing consequences. PELICAN shall not be liable for any compensation, of any nature whatsoever.
- 11.5 PELICAN shall be entitled to demand payment for the work carried out in the performance of the Agreement concerned before the situation causing the Force Majeure became apparent.
- 12. Liability**
- 12.1 Without prejudice to the other provisions of these Terms and Conditions, PELICAN shall not be liable for any direct or indirect damages, of any kind whatsoever, incurred by the Customer or any of its customers in the performance of the Agreement, except in the event of wilful intent or gross negligence on PELICAN's part.
- 12.2 In the event that PELICAN would nonetheless be liable for damages due to an attributable breach of an Agreement, PELICAN's total and aggregate liability shall be limited to compensation for direct damages up to the net amount invoiced for the Products delivered under the Agreement (exclusive of VAT).
- 12.3 PELICAN's liability for the performance under the Agreement shall be excluded in the events listed in article 10.4.
- 12.4 PELICAN's liability for indirect damages, consequential damages (including without limitation environmental damages), lost profit, lost savings, reduced goodwill, damages resulting from business interruptions, damages resulting from claims of customers of the Customer, and all other forms of indirect damages for whatever reason or for damage to movable or immovable properties or to persons, both of the other party and third parties is also excluded.
- 12.5 The mere acceptance of the delivered Products by or on behalf of the other party shall indemnify PELICAN against any claims of the other party and/or third parties to pay damages, irrespective of the cause of the damages.
- 12.6 In respect of advice given PELICAN shall only be liable for normally avoidable and/or foreseeable shortcomings therein, however, up to a maximum of the stipulated advice fee.
- 13. Payment and security**
- 13.1 Unless otherwise agreed in the Agreement, payment must be made net without any discount, deduction, suspension or offsetting, by means of payment or transfer into a bank account designated by PELICAN within 30 days of the invoice date. PELICAN shall be entitled to allocate a credit restriction charge. The transaction date shown on PELICAN's bank statements shall be the date of payment.
- 13.2 In the event that the Customer fails to pay in time, without any notice of default being required, the Customer shall be liable to pay statutory commercial interest as meant in Section 119a of the Dutch Code of Civil Proceedings as of the invoice date until the date of payment of the invoice, and to pay all costs and expenses (with a minimum of +15%), including reasonable legal fees, connected with collection of the invoiced amount.
- 13.3 Each payment by the Customer serves first to pay the collection and/or administrative costs due, then the interest owed and finally the oldest outstanding claim.
- 13.4 Each agreement is entered into subject to the contingent condition that the Customer is sufficiently creditworthy to fulfill its financial obligations under the Agreement. Upon or following the conclusion of the Agreement and before any (further) performance, PELICAN shall be entitled to demand surety from the Customer that both financial and other obligations will be met.
- 13.5 PELICAN shall have the right of retention on all Products held by PELICAN for or on behalf of the Customer, irrespective of the cause, as long as the Customer has not fulfilled all its obligations to us. PELICAN shall be obliged to manage these Products in accordance with good business practice without the Customer having any right to compensation in the event of destruction, partial loss and/or damage through no fault of ours. The risk for the Products remains with the Customer.
- 14. Suspension and termination**
- 14.1 PELICAN shall be entitled by written notification to suspend the performance of its obligations under any Agreement and/or to terminate by written notice with immediate effect (in case of a continuing performance Agreement) or to rescind the Agreement, in whole or in part, pursuant to Section 6:265 of the Dutch Civil Code, without thereby incurring any liability to compensate the Customer for damages if:
- (a) the Customer is in default with the timely and full performance of its obligations under any Agreement;
 - (b) the Customer is granted suspension of payment as meant in Section 214 et seq. of the Dutch Bankruptcy Act;
 - (c) the Customer has filed for bankruptcy or is declared bankrupt;
 - (d) the Customer files for application of the Dutch Debt Rescheduling Act Natural Persons;
 - (e) the Customer deceases, is placed under guardianship or an administrator is appointed on behalf of the Customer;
 - (f) the Customer is dissolved, ceases its activities or ceases to exist;
 - (g) a substantial part of the Customer's assets is seized or is subject to executory or prejudgment attachment;

- (h) directly or indirectly, the say in and control over the (activities or the business of the) Customer or a material part thereof is transferred by merger, as meant in the SER Merger Code 2015, to one or more persons other than the person or persons in whom such say and control was formerly vested, regardless of such rules being applicable to the situation concerned;
- (i) the Customer should otherwise no longer be deemed capable of fulfilling its obligations under the Agreement;
- (j) any other event or circumstance occurs that has a similar effect as any of the circumstances mentioned above, either or not under foreign law.
- 14.2 If any of the events referred to in article 14.1 occurs, all PELICAN's existing claims on the Customer and all claims arising from any Agreement shall be immediately due and payable and PELICAN shall be entitled to recover the Products. PELICAN or any person authorized by PELICAN shall be authorized to enter the Customer's premises, or the places where the Products are stored, to collect the Products. The Customer shall cooperate to enable PELICAN to exercise its rights under this article.
- 14.3 The articles 14.1 and 14.2 are without prejudice to any other rights PELICAN may have under applicable law, including without limitation the right to demand fulfilment of the Agreement or to claim indemnification for damages.
- 15. Export Compliance**
PELICAN's products, programs, and services are subject to applicable export laws per country where PELICAN is based. PELICAN follows rules, treaties, regulations, and international agreements. All individuals who buy PELICAN's products and/or access PELICAN's website assume the responsibility of abiding by the applicable export laws, rules, treaties, regulations, and international agreements along with applicable foreign laws when transferring, selling, importing, exporting, re-exporting, deemed exporting, diverting, or otherwise disposing of such products, programs, and services. By accepting PELICAN's terms and conditions, the Customer represents that it is not in a sanctioned country nor is an individual or an entity whose access to PELICAN's website is restricted by export laws, rules, treaties, regulations, and international agreements.
- 16. Notification obligation**
In the event that the Customer is obliged by law to immediately notify government bodies or industrial insurance boards after it has been shown that the Customer cannot pay, the Customer shall be obliged to notify PELICAN at the same time and in writing.
- 17. Reservation of title**
17.1 All Products delivered by PELICAN, including the Products installed by PELICAN at the Customer's premises or its principal in accordance with the Agreement, shall remain PELICAN's property until the time of and as security for payment in full of everything owed by the Customer to PELICAN under the Agreement or under any related agreement, including interest and costs.
17.2 In the event that the Products delivered are treated, processed or mixed at the Customer's premises or by the Customer, PELICAN shall obtain joint ownership of the resulting new Products and/or the Products composed with the delivered Products in the value of the original Products delivered.
17.3 The Customer shall be obliged to keep the delivered Products, as long as these are not used, clearly separated from other Products as long as the ownership has not been transferred to the Customer in accordance with article 17.1. In the events mentioned in article 14.1, PELICAN shall be entitled, without any notice of default being required and without judicial intervention, to recover the Products delivered but not paid for or not paid for in full as its property, offsetting the amount already paid, if any, but without prejudice to all other rights, such as for example to claim compensation for any loss or damage.
17.4 The Customer must enable PELICAN at all times to immediately recover unpaid and/or leased Products, wherever these may be.
17.5 The Products may be resold or used by the Customer in the normal conduct of business, but the Products may not be encumbered in any way whatsoever. In the event of resale of Products that have not been paid for, the Customer shall be obliged to retain title and, at our first request, to transfer all claims up to the amount owed to PELICAN by means of a non-possessory right of pledge.
- 18. Applicable law and disputes**
18.1 All Agreements and these Terms and Conditions shall be governed by Dutch law, with exclusion of United Nations Convention on Contracts for the International Sale of Goods (CISG).
18.2 If the Customer has its registered office in a country within the European Union, all disputes arising from or in connection with any Agreement, including without limitation any dispute regarding these Terms and Conditions, shall be submitted to the exclusive jurisdiction of the district court of Rotterdam, location Dordrecht, the Netherlands, save for appeal at the appropriate Dutch courts.
18.3 If the Customer has its registered office in a country outside the European Union, all disputes arising from or in connection with any Agreement, including without limitation any dispute regarding these Terms and Conditions, shall be settled by arbitration in accordance with the Arbitration Rules of the Netherlands Arbitration Institute. The place of arbitration is Dordrecht, The Netherlands. The arbitral panel shall consist of three arbitrators, unless the Parties agree upon one arbitrator, which shall decide according to the rules of law. The arbitration proceedings shall be conducted in the English language.

SPECIAL TERMS AND CONDITIONS IN RESPECT OF INSTALLATION BY PELICAN

19. General

- 19.1 The special Terms and Conditions apply alongside and in addition to the provisions of articles 1 through 18, unless the following explicitly deviates from these provisions.
19.2 The term 'PELICAN' shall also include the third party contractor engaged by PELICAN for the installation who carries out the work on PELICAN's instructions or behalf.

20. Completion/delivery

- 20.1 PELICAN's written order confirmation shall be binding as far as the installation and the related completion term is concerned. Agreed delivery times are always approximate.
20.2 The delivery times commence as of, and not earlier:
 - the date the Agreement is concluded;
 - the date on which the Customer has provided PELICAN with all necessary information;
 - the date on which the Customer has paid the stipulated advance installment; and
 - the date on which the Customer has sent PELICAN the drawings, designs, etc. approved by an authorized person of PELICAN;whichever date is the latest.
- 20.3 Contrary to article 5.4, the Customer shall not be entitled to refuse acceptance of the installation or to rescind the Agreement in the event that the delivery time is exceeded. In the event of prolonged exceeding of the delivery term, PELICAN shall agree with the Customer upon a reasonable solution. In the event that the Agreement is rescinded, the Customer shall pay for the work done. Rescission of the agreement shall not result in any obligation on PELICAN's part to compensate for any loss or damage of any nature whatsoever. As long as the Customer does not promptly meet its obligations, PELICAN may suspend completion and/or delivery.
- 20.4 The work shall be deemed to be completed and or delivered:
 - in the event that the Customer has approved the work after inspection;
 - after PELICAN has informed the Customer that the work has been installed, mounted and/or is ready for operation. The Customer must provide the required test facilities. A missing part that should have been delivered by a third supplier or contractor shall not constitute a reason for considering the work as uncompleted;
 - 8 days after PELICAN has given written notification that the work is completed and the Customer has failed to inspect and/or test the work or have this tested within this term; or
 - after the Customer has actually taken the work into operation. A part shall be considered as completed upon the taking into operation of that part.
- 20.5 Small, non-essential defects shall be repaired by PELICAN as soon as possible and do not constitute a reason for the Customer to withhold approval.
20.6 Recommendations and/or information relating to installation and/or use of the system shall be provided to PELICAN's best knowledge and without guaranteeing any particular result, unless otherwise agreed in the Agreement.

21. Scope of the work

- 21.1 The installation work to be carried out shall comprise the work as described in the order confirmation and, in the event that and in as far as agreed, the work shall also include the supervision and/or training of the Customer's staff appointed for the use and operation of the system to be supplied, without guaranteeing any particular result in respect of this supervision and/or training.
21.2 Unless explicitly otherwise agreed, the following work, deliveries and facilities are not included in our obligations:
 - earthworks, paving, piling, breaking, foundation work, concreting, carpentry and upholstery or other additional work, of any nature whatsoever. The Customer shall in any case have to ensure good site accessibility;
 - additional help to move items that cannot reasonably be handled by two people and the hoisting equipment to be used;
 - providing and putting up scaffolding and ladders and removing these after the work is completed;

- supplying fuels and auxiliary materials such as compressed air, gas, water, electricity and the required piping necessary to carry out the work, any tests and starting-up, the supply of control and security equipment and lines for the electric motors and/or other electrical equipment to be supplied with the exception of starting resistances and rheostats that are part of the electrical equipment;
- providing a dry, heated, lighted and separately lockable area of adequate dimensions in the immediate vicinity of the site to serve as accommodation for the workers concerned and to store the materials to be processed, tools and personal belongings of the workers for the duration of the works;
- the work to restore parts of systems that have been polluted or damaged during work, unless the pollution or damage was caused by PELICAN's subordinates;
- lighting of the site in such a way that the installation work can continue.

The Customer shall ensure that these items are carried out in time to prevent any delays in the work to be carried out by PELICAN.

21.3 The Customer shall also be responsible for submitting the applications and/or paying the amounts due in respect of feed lines, connections, taxes on encroachments over public land, nuisance act (permits), building and/or renovations permits, etc.

21.4 Unless explicitly agreed otherwise in writing, any materials replaced or removed shall become PELICAN's property.

22. Variations in work

22.1 Pelican shall be entitled to carry out additional work and to charge this without the Customer's prior permission in the event that this additional work amounts to no more than 10% of the originally agreed amount.

22.2 Changes in the order from the Customer or caused by changed circumstances as a result whereof the original Agreement cannot be (completely) maintained, will be carried out and charged as variations in work, within reasonable and fair limits.

22.3 In the event that the amount of the variations differs more than 10% of the original amount, the Parties shall consult in respect of the measures to be taken. In the event of cancellation by the Customer, PELICAN shall be entitled to invoice the costs incurred until that time and/or the Products supplied.

23. Warranty/liability

23.1 With respect to the Products supplied and/or installed PELICAN provides the warranties as stipulated in article 10.1, taking the other provisions of Clause 10 into account.

23.2 PELICAN shall further not be liable for:

- the design of the system and/or parts thereof and all other information if this has not been provided by PELICAN;
- influences on the system as a result of the use of material and/or operating instructions that have not been provided by PELICAN;
- the instructions in respect of operation and/or power supply are not carried out accurately;
- normal wear and tear and damage and/or wear and tear caused by overloading or by the influence of abnormal circumstances;
- the implementation of legally prescribed safety requirements.

Without prejudice to the provisions of article 10, PELICAN's warranty obligation shall lapse in these cases.

24. Claims

The Customer shall be obliged to submit claims relating to the capacity of a component and/or the system directly to PELICAN in writing within one month after completion of the work.

25. Filing

These Terms and Conditions have been filed at the district court of Rotterdam under number 7/2021 and can also be found on PELICAN's website <https://www.pelicanworldwide.com/terms-conditions/>.