

**GENERAL TERMS AND CONDITIONS OF SALE  
PLOEGER MACHINES B.V., PLOEGER UK LTD.,  
PLOEGER FRANCE SASU, BOURGOIN SAS (OXBO)**

**1. GENERAL CONDITIONS**

**Applicability**

- 1.1 These general terms and conditions of sale apply to all offers made by Oxbo, and to all agreements entered into by Oxbo and any agreements that may result therefrom, insofar as Oxbo is the offeror or supplier.
- 1.2 The general conditions (Chapter 1) are always applicable, while the other terms (Chapters 2 and 3) only apply to the specified types of deliveries and are supplementary to the general conditions.
- 1.3 The parties agree that these general terms and conditions of sale shall also apply to offers and agreements entered into by Oxbo's affiliates, subsidiaries and group entities, to the extent that such entities provide goods and/or services to the customer. Oxbo shall be responsible for ensuring that its affiliates, subsidiaries, and group entities comply with the obligations set forth herein.
- 1.4 The general terms and conditions of the customer, including but not limited to purchase or order terms, shall not apply unless explicitly accepted in writing by Oxbo.

**Agreement**

- 1.5 No agreement shall be deemed to exist until an order placed with Oxbo has been accepted in writing by a duly authorised officer of Oxbo. Customer is not allowed to terminate any offer and/or

agreement for convenience.

- 1.6 The customer shall provide Oxbo with all necessary resources, materials, facilities, goods, data and information necessary for the delivery of goods for the performance of an agreement.
- 1.7 All offers made by Oxbo are non-binding and based on the assumption that the agreement will be performed under normal circumstances and during regular working hours.
- 1.8 Once an order has been accepted and confirmed by Oxbo, the customer may not modify or cancel it without Oxbo's prior written agreement. A surcharge of 20% shall be applied to items for which modifications are requested more than thirty (30) calendar days after the original purchase order date.

**Prices and Terms of Payment**

- 1.9 All prices and amounts quoted are in Euro (EUR), unless another currency is stated. Prices for transactions in the United States are in US Dollars (USD), and prices for transactions in the United Kingdom are in British Pounds (GBP), unless another currency is stated. Prices are exclusive of the costs of packaging, shipping, transport, installation, postage, insurance, statutory VAT, customs duties, or any similar costs, which will be charged separately, except where such costs are integrated into the List Selling Price of the

- Products or Spare Parts.
- 1.10 Prices are based on the current cost of materials, salaries and wages, import and export costs, and any other relevant costs. If any changes occur in these costs before the order is delivered, Oxbo reserves the right to adjust the price accordingly without prior notice.
- 1.11 All invoices from Oxbo shall be paid by the customer to Oxbo in accordance with the terms of payment specified on the invoice or in the agreement. If no conditions are specified, the customer shall pay within 30 days of the invoice date. Payment of invoices by the customer shall be made without any deduction, settlement, or compensation.
- 1.12 Oxbo has the right to demand a reasonable advance payment upon the conclusion of the agreement.
- 1.13 If the customer fails to make payment within the agreed period, it shall be deemed in default, and Oxbo shall have the right to reclaim its goods. This right does not constitute cancellation of the sale, and Oxbo may still demand full payment of the outstanding balance unless it chooses to cancel the sale. In the event of cancellation, any down payments made shall be retained by Oxbo as compensation for damages.
- 1.14 Any delay in payment beyond the contractual due dates, the customer shall owe interest at a rate of Euribor (3-month) plus 4 % per annum, calculated from the due date until full payment is received, or the highest statutory rate allowed. In addition to this interest and any costs related to unpaid amounts, the customer shall also be liable for legal costs incurred by Oxbo in the event of judicial recovery proceedings.
- Return Policy and Conditions**
- 1.15 Goods may only be returned with Oxbo's prior written approval, which Oxbo may grant or deny at its sole discretion. Any return must be accompanied by a return authorization issued by Oxbo and comply with Oxbo's return instructions. Goods must be returned within thirty (30) calendar days of the original delivery date.
- 1.16 Only items valued above €50 are eligible for return. Electronic parts are excluded. Oxbo imposes a 20% handling fee, with a minimum charge of €35 per return order, unless Oxbo is responsible for the return.
- 1.17 Returned goods must be unused, in original condition and packaging, and suitable for resale. Any goods returned without proper authorization or that do not meet these conditions may be rejected and returned at the customer's expense.
- 1.18 The customer is responsible for all transport costs and risk associated with returns, unless the return is due to a justified warranty claim or error by Oxbo.
- 1.19 Oxbo reserves the right to charge a restocking fee of up to 15% of the original invoice value for any non-defective goods returned.
- 1.20 Custom or made-to-order goods are not eligible for return under any circumstances unless defective or

agreed otherwise in writing.

### **Reservation of Title**

- 1.21 Oxbo retains title to the delivered goods as well as goods to be delivered, used accessories, spare parts, and replacement devices until the customer has fully paid the purchase price, including interest and all other related costs.
- 1.22 In the event of rescission of the agreement, the customer must provide Oxbo, or its representatives, full cooperation and unrestricted access to the goods subject to reservation of title and must enable Oxbo to exercise its reservation of title, including any necessary disassembly required for this purpose.
- 1.23 During the period of reservation of title, customer shall insure the goods with a reputable insurance company for its full market value and will provide such evidence of cover and payment of premium as Oxbo may reasonably require.
- 1.24 Notwithstanding the reservation of title, customer shall have the right to sell or otherwise dispose of the goods to its customers in the ordinary course of its business.

### **Export Control**

- 1.25 Delivery of goods and/or services (or parts thereof) may be subject to export control regulations and/or sanctions, or other applicable national export control regulations and/or sanctions.
- 1.26 The customer and Oxbo are obliged to comply with all applicable export provisions and cooperate in all approval procedures. Upon request

from either party, each party shall immediately provide relevant information and/or documents to the other party. The customer is aware that deliveries and/or services for which applicable export restrictions apply may be prohibited or require a licence. If an applicable export restriction permanently or for more than 30 days prevents Oxbo from fulfilling the agreement, Oxbo has the right to cancel the relevant delivery or to rescind the agreement in whole or in part. Any downpayments from customer will be refunded, but any other right to compensation of damages in connection with such cancellation/rescission of the agreement is excluded.

- 1.27 Customer agrees not to re-export, whether directly or indirectly, in whole or in part, any (sub-parts of the) goods and/or services provided under or in connection with the agreement in violation of export control regulations and/or sanctions, including but not limited to U.S. and EU export control regulations and/or sanctions. Customer shall impose similar obligations on any third parties further down the commercial chain.

### **Confidentiality**

- 1.28 If and insofar as confidential information of one party becomes known to the other party during the performance of the agreement, the receiving party shall keep this information confidential, take all appropriate and reasonable measures for this purpose, use the information only for performing the

agreement, and limit access to the information to employees who need it for the performance of the agreement. Both parties guarantee that these employees shall be bound by an employment contract and/or a confidentiality agreement obligating them to maintain confidentiality of this confidential information at a level at least comparable to recipients own confidential information.

1.29 Confidential information refers to all information designated as confidential or secret, or which, under other circumstances, may reasonably be assumed to be confidential, particularly technical information (e.g., drawings, product and development descriptions, methods, procedures, formulas, technology, and inventions), as well as commercial information (e.g., prices, financial data and procurement sources).

1.30 Confidential information does not include information that was already public at the time it became known or has subsequently become public, or information that the receiving party has obtained from a third party without a confidentiality obligation being imposed or where such third party was not bound by any confidentiality obligation.

#### **Licenses**

1.31 Unless otherwise expressly agreed by Oxbo in writing, it shall be customer's duty to obtain any necessary export, import or other licences to ensure compliance with all safety, health and sanitation laws

and regulations

#### **Liability**

1.32 Oxbo is never liable for any indirect or consequential damages suffered by the customer or third parties, including but not limited to lost revenue and profits, loss of data, and immaterial damages.

1.33 The liability of Oxbo towards the customer, on any grounds whatsoever, is per event (whereby a series of related events counts as one event) limited to the total amount paid by the customer under the respective agreement.

1.34 The previous paragraphs of this article do not apply if and insofar as the damage is caused by intent or deliberate recklessness on the part of Oxbo, or otherwise cannot be limited under applicable law.

1.35 The customer shall indemnify and hold harmless Oxbo against all third-party claims for compensation of damages.

#### **Intellectual property rights**

1.36 Unless otherwise agreed in writing, Oxbo retains all intellectual property rights (including trade secrets) in respect of its goods, materials, and any related information. No intellectual property rights are transferred to the customer under this agreement.

1.37 The customer shall not copy, use, or disclose Oxbo's intellectual property to third parties without Oxbo's prior express written consent.

1.38 Upon Oxbo's first demand, the customer must return all data and materials provided by Oxbo within

the specified timeframe.

### **Termination**

- 1.39 If the customer fails to fulfil any obligation under the agreement, whether untimely or inadequately, Oxbo has the right to suspend performance and/or rescind the agreement. In the event of suspension, Oxbo may store any parts, or other items purchased, reserved, processed, or manufactured for the performance of the agreement at the customer's expense and risk. If the agreement is rescinded in whole or in part, Oxbo may, at its discretion, opt to sell these items instead of storing them, also at the customer's expense. In either case, Oxbo is entitled to full compensation for damages incurred but shall not be liable for any compensation to the customer.
- 1.40 If there is good reason to fear that the customer is unable or unwilling to fulfil its contractual obligations, Oxbo is entitled to demand appropriate security for all contractual obligations of the customer, whether due or not, and to suspend the agreement pending this. If no security is provided within a reasonable period or in the event of (provisional) suspension of payments, bankruptcy, liquidation of the customer, or if the customer loses control over his assets in any other way, Oxbo has the right to rescind the agreement in whole or in part without Oxbo being liable for damages.
- 1.41 Rescission does not affect performances already correctly

delivered, unless the customer can demonstrate that the delivered performance cannot be effectively utilised due to the non-performance of remaining obligations.

- 1.42 In the event of rescission, the customer's payment obligations which arose before the termination will remain in effect. In the case of rescission, the customer is obliged to take possession of the goods included in the amount owed after payment. If the customer fails to do so, Oxbo is entitled to store, sell, or destroy these goods at the customer's expense and risk.

### **Force Majeure**

- 1.43 If Oxbo is prevented from fulfilling its contractual obligations due to events beyond its reasonable control (force majeure), Oxbo is relieved from its performance obligation for the duration of the force majeure without being obliged to pay compensation of damages to the customer. This includes but is not limited to labour disputes, weather conditions, earthquakes, fire, government measures, energy shortages, pandemics, epidemics, delivery problems from its suppliers, or significant business and/or supply chain disruptions.
- 1.44 If the force majeure lasts longer than three months, each party shall have the right to rescind the agreement, whereby Oxbo is not liable for damages.
- 1.45 Parties will not be entitled to compensation for damages suffered as a result of the abovementioned suspension or rescission.

### **Miscellaneous**

- 1.46 If any provision of these general terms and conditions is found to be invalid or unenforceable (whether due to nullity or annulment), the remaining provisions shall remain in full force and effect. The parties shall consult to agree on a suitable replacement provision
- 1.47 Any deviations from or additions to the agreement and/or these general terms and conditions shall only be valid if expressly agreed upon in writing. In the event of a conflict between a provision in the agreement and these general terms and conditions, the provision in the agreement shall prevail.
- 1.48 The customer may not assign any rights or obligations under an agreement governed by these general terms and conditions without Oxbo's prior written consent.

### **Applicable Law and Jurisdiction**

- 1.49 These general terms and conditions and all agreements between the customer and Oxbo are exclusively governed by Dutch law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.
- 1.50 All disputes arising directly or indirectly from this contractual relationship will be exclusively handled by the court in Amsterdam, The Netherlands.

## **2. TERMS AND CONDITIONS FOR THE SALE OF GOODS**

### **2 Delivery**

- 2.1 The scope of delivery is determined exclusively by Oxbo's written order confirmation.
- 2.2 All delivery dates specified by Oxbo are indicative and are not to be considered strict deadlines. A delay in delivery shall not entitle the customer to claim damages or to rescind the agreement.
- 2.3 Oxbo reserves the right to make modifications or improvements to the goods at its discretion, at any time, without being obligated to apply such modifications or improvements to goods already ordered or delivered. Such modifications shall not entitle the customer to refuse acceptance of the goods.
- 2.4 The delivery period starts at the conclusion of the agreement but not before all necessary documents, information, permits, and approvals to be obtained by the customer have been fully provided, all technical matters have been resolved and any agreed advance payment has been received.
- 2.5 All goods supplied by Oxbo shall be at the risk of the Customer during transit, in accordance with Free Carrier (Incoterms 2020). This applies regardless of the circumstances, including when goods intended for the Customer are shipped by Oxbo in its own name.

### **Transfer of Risk**

- 2.6 All goods will be delivered Free Carrier (Incoterms 2020), unless otherwise stated.
- 2.7 If the dispatch or receipt is delayed due to circumstances beyond

Oxbo's control, risk shall transfer to the customer upon notification of readiness for dispatch or receipt.

### **Acceptance**

- 2.8 If Oxbo and the customer have agreed on an acceptance procedure, the customer is obligated to complete acceptance. Acceptance must occur immediately on the agreed acceptance date or, if no date has been set, immediately after Oxbo notifies the customer of readiness for acceptance. The customer may not refuse acceptance due to minor defects, but Oxbo is obligated to remedy such defects within a reasonable time.

### **Defects and Warranty**

- 2.9 Observable defects in the delivered goods or services performed must be reported in writing to Oxbo within 15 days after delivery. After this period, the customer can no longer hold Oxbo liable for such defects.
- 2.10 Oxbo warrants that non-observable defects will not arise within the first 1000 engine hours, or the first 12 months, whichever occurs first, after the machine start-up date, with a maximum period between machine delivery and machine start-up of 12 months, as a direct result of an error in construction or due to poor workmanship or use of poor material. For the purpose of this clause, the "machine start-up date" shall mean the date on which the machine is installed and commissioned, as recorded in the start-up log signed by both parties. These non-directly observable

defects in the delivered goods or services performed must be reported in writing to Oxbo within 15 days after discovering the defect. After this period, the customer can no longer hold Oxbo liable for such defects. If non-observable defects arise due to faulty assembly or installation by Oxbo, the warranty period of the first 1000 operational hours, or the first 12 months, whichever occurs first, starts from the delivery date. Any applicable warranty terms as specified in the machine order confirmation shall supersede this warranty clause. In case specific parts are covered by an extended OEM warranty, the terms of the OEM warranty will supersede the provisions of this warranty clause and the applicable warranty terms for those parts.

- 2.11 In the case of the sale of used goods, the warranty shall only apply to those parts expressly agreed upon in writing between the customer and Oxbo at the time of sale. Labour costs for the replacement or repair of the used goods is not included in the warranty and shall be borne by the customer.
- 2.12 Oxbo's warranty is limited to the replacement or repair of parts deemed defective, at Oxbo's discretion. Oxbo shall not be responsible for any costs or consequences arising from the goods being out of operation. To make a warranty claim, the defective part must be presented to the technical inspector, accompanied by a duly completed warranty application. Oxbo shall

bear all reasonable costs in relation to the obligation to repair or replace the defective part, including transportation, travel, and disassembly, assembly, or installation costs.

2.13 In case the good is repaired or parts have been replaced or repaired during the warranty period, the warranty period will extend for the replaced goods or parts for 1000 hours or 12 months, whichever occurs first, or by the extended OEM warranty terms which will supersede the provisions of this warranty clause for those parts.

2.14 Any indications regarding yield, speed, power, consumption, weight, or other specifications are provided for informational purposes only and are not guaranteed by Oxbo. Oxbo shall not be held liable for any inaccuracies, and such discrepancies shall not entitle the customer to cancel the order or claim damages.

2.15 Excluded from the warranty are defects that occur wholly or partially as a result of:

- Failure to follow operating and maintenance instructions or use other than intended;
- Normal wear and tear;
- The use of fuel, grease, or hydraulic oils not specified by Oxbo;
- Oil and consumable parts, including but not limited to lamps, fuses, and brake linings;
- Diagnosis and maintenance work;
- Repairs or modifications

performed by someone who is not authorized by Oxbo;

- Failure to use original Oxbo parts or recommended lubricants, or changes to manufacturing markings or use by an unqualified person;
- Materials or items supplied by the customer to Oxbo;

2.16 The burden of proof regarding the correctness of any changes or maintenance rests with the customer. In urgent cases, the customer may remedy defects themselves or have necessary repairs performed by a third party if the defect poses a risk to operational safety or causes significant damage. The customer must notify Oxbo immediately of such actions.

### 3. TERMS OF SERVICE

#### 3 Customer Obligations

3.1 The customer is, where applicable, responsible for providing an accurate description of the required services.

3.2 The customer shall, at its own expense, provide the necessary cooperation to Oxbo.

3.3 If services are performed at a location other than Oxbo's premises, the customer must implement appropriate measures to protect individuals and property at the service location and create a safe working environment. The customer is also responsible for any damage to or loss of Oxbo's equipment or tools unless caused by Oxbo. Damage due to normal wear and tear is excluded.

- 3.4 The customer is not authorized to issue instructions to Oxbo personnel. Oxbo personnel remain independent and do not form part of the customer's or end user's operations.
- 3.5 If the customer fails to meet its obligations, Oxbo has the right, but not the obligation, to take corrective actions at the customer's expense after providing a reasonable rectification period. This does not affect Oxbo's statutory rights and claims.
- 3.6 If Oxbo personnel and the customer work together on a project, Oxbo assumes no responsibility for the progress or completion of the project.

#### **Costs**

- 3.7 Unless otherwise agreed in writing, invoicing for the service is based on post-calculation.
- 3.8 If work is required outside normal office hours, on public holidays, or if travel expenses (also including board and lodging expenses) arise in connection with the assignment, the customer must reimburse Oxbo at its applicable rates.

#### **Additional services**

- 3.9 If the customer requires additional

services beyond those specified in the agreement, Oxbo shall provide such services upon the parties' mutual agreement. Unless otherwise agreed, additional services shall be performed at Oxbo's then-current rates and terms. The provision of additional services shall not affect the terms of the original agreement unless expressly stated in writing.

#### **Acceptance**

- 3.10 The customer must accept the services upon being notified of their completion. If the services do not conform to the agreement, Oxbo will rectify the defect unless it is minor, irrelevant to the customer's interests, or attributable to the customer. The customer may not refuse acceptance due to minor defects.
- 3.11 If acceptance is delayed for reasons not attributable to Oxbo, acceptance shall be deemed to have occurred two weeks after the customer has been notified of successful completion.
- 3.12 Once acceptance is complete, Oxbo is not liable for any visible defects unless the customer has expressly reserved the right to claim a specific defect.