

The general terms and conditions of delivery and sale of the private limited liability company N2KB B.V., with its registered office at Hargplein 36, 3121VC Schiedam, and registered in the trade register of the Chamber of Commerce for Breda under registration number KvK: 81908423

### 1. General

- 1.1 These terms and conditions form part of, and apply to, all agreements between N2KB B.V. and the Client, as well as to all related negotiations, quotations, offers and assignments, whether these have been made verbally or in writing, or confirmed in writing by N2KB B.V., unless expressly agreed otherwise in writing.
- 1.2 These terms and conditions replace any previous general terms and conditions.
- 1.3 General terms and conditions, regardless of their designation, used by the Client are never binding on N2KB B.V.
- 1.4 Any deviations from these terms must be mutually agreed upon and expressly confirmed in writing.
- 1.5 If any provision of these terms should conflict with current or future legislation, the provision in question will be replaced by the legally permitted provision that most closely aligns with the intent and purpose of the original provision, or by what is deemed fair and reasonable in the industry at that time.
- 1.6 These terms and conditions have been written with the business activities of N2KB B.V. in mind. Our business activities include the sale and trade of fire extinguishing equipment and related products, in the broadest sense of the word.
- 1.7 N2KB B.V. reserves the right to amend these terms and conditions. Amendments will be communicated in writing and shall take effect 30 (thirty) days after such notification. These changes also apply to existing agreements with the Client unless the Client indicates in writing within 30 days of the announcement that they do not agree with the changes.
- 1.8 If the Client has any doubts regarding the meaning or intent of any provision of these terms and conditions, N2KB B.V. is willing to provide clarification upon request.

### 2. Quotations

- 2.1 All our quotations and offers are made, and all discussions and/or negotiations take place on the basis that our general terms and conditions apply. This means that the Client's terms and conditions do not apply as they conflict with and/or extend beyond these terms and conditions, and unless explicitly agreed upon in writing, do not apply. By placing an order with N2KB B.V., the Client explicitly waives the applicability of its own terms and conditions.
- 2.2 All quotations and offers from N2KB B.V. are non-binding and remain valid for up to two months after the date of issuance unless a different validity period is explicitly stated in the offer. N2KB B.V. reserves the right to withdraw any offer or quotation immediately prior to its acceptance, regardless of whether the offer includes an acceptance period.
- 2.3 The same applies to all information provided with our quotations. All price lists, brochures, and other materials provided with our quotations are as accurate as possible. However, such information is only binding if explicitly stated as such.
- 2.4 N2KB B.V. bases its quotation on delivery under normal conditions, during standard working hours, and on a single, easily accessible delivery address.
- 2.5 The content of all offer-related documents, such as drawings, descriptions, or specifications, is as accurate as possible but not binding. Any apparent errors or mistakes in any offer do not bind N2KB B.V.
- 2.6 The Client must treat all information from the offer documents as confidential and may not use this information for personal or third-party purposes, nor disclose it to third parties.
- 2.7 In preparation for the conclusion of an agreement, N2KB B.V. is willing to provide all information deemed necessary by the Client to ensure the Client is fully informed of all relevant aspects of the agreement. Likewise, N2KB B.V. assumes that the Client will also provide all necessary information so that N2KB B.V. is fully informed of all relevant aspects of the final agreement.

### 3. The Agreement

- 3.1 An agreement is established once the Client's order has been received by N2KB B.V.
- 3.2 Any additional arrangements or modifications shall only be binding on N2KB B.V. if confirmed in writing by N2KB B.V.
- 3.3 Every agreement entered into by N2KB B.V. is subject to the suspensive condition that the Client proves, at the sole discretion of N2KB B.V. to be sufficiently creditworthy to fulfill all obligations under the agreement. In such a case, the Client will be given the opportunity to demonstrate their creditworthiness in a satisfactory manner or to provide adequate security. The Client shall not be entitled to claim any compensation for damages in this regard.
- 3.4 Furthermore, N2KB B.V. is entitled, after entering into the agreement and prior to (further) performance, to require security from the Client to ensure that the Client will fulfill their payment obligations.
- 3.5 In the case of a call-off order, the goods must be collected within six months from the date the agreement is confirmed in writing, unless otherwise agreed. If this does not occur, the goods will be made available for collection starting from the first day of the sixth month, and N2KB B.V. will be entitled to issue an invoice. From that moment, the Client will also be liable for storage costs.

### 4. Prices

- 4.1 All our prices, unless expressly stated otherwise, are ex-warehouse, exclusive of VAT, administrative costs, shipping costs, insurance, import duties, and other levies or taxes, and are stated in euros.
- 4.2 For any agreed price, N2KB B.V. has determined this price as accurately as possible, based on the relevant costs known and applicable at the time of the quotation and/or order date. If any of these cost price factors change significantly, N2KB B.V. will notify the Client as soon as possible and consult with the Client regarding the consequences for the original price.
- 4.3 If the Client does not respond in writing within a period set at a maximum of 8 working days after notification, indicating that they do not agree with the proposed price change, then the price as communicated by N2KB B.V. shall be deemed accepted, and the newly established price shall replace the original price.
- 4.4 N2KB B.V. reserves the right to adjust its rates at any time due to relevant changes in the market, including increases in raw material prices and supplier rates. If a price change results from legal regulations, both parties are, of course, obliged to comply. A mid-term price increase by N2KB B.V. does not entitle the client to terminate the agreement.

### 5. Additional and reduced work

- 5.1 Adjustments for additional and reduced work will be made:
  - a. in the case of changes to the specifications, the work, or the conditions under which the work is carried out or delivered,
  - b. in the case of deviations from provisional sums, estimated budgets, and from quantities that are to be settled or estimated,
  - c. in the cases specified in the agreement between N2KB B.V. and the Client, including these general terms and conditions.
- 5.2 Adjustments for additional work will be made at the time of the next scheduled payment. If no instalment payments have been agreed upon, adjustments for additional work will be made after completion of the work. Adjustments for reduced work will be settled in the final invoice.
- 5.3 The absence of a written order for additional work does not affect N2KB B.V.'s right to claim compensation for such work.
- 5.4 If cost-increasing circumstances arise during the execution of the work, N2KB B.V. will inform the Client as soon as possible. Cost increases that are not attributable to N2KB B.V. will be charged as additional work.

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### 6. Deadlines

- 6.1 N2KB B.V. is not obliged to deliver its products, systems, and/or services before it has received payment for any amounts that were agreed to be paid in advance.
- 6.2 N2KB B.V. is entitled to deliver its products, systems, and/or services earlier than agreed, unless otherwise specified.
- 6.3 Unless explicitly agreed otherwise, all deadlines are determined to the best of N2KB B.V.'s knowledge and will be observed as closely as possible.
- 6.4 Merely exceeding the stated deadline does not place N2KB B.V. in default. In cases of force majeure, circumstances attributable to the Client or their customer, or any unforeseen event of such a nature that it would be unreasonable to expect N2KB B.V. to fulfill the agreement within the originally agreed time frame, an extension of the relevant deadline is permitted.
- 6.5 If a delay is likely to occur, N2KB B.V. and the Client shall consult each other as soon as possible to agree on a revised deadline. In the event of a delay, the Client shall not be entitled to claim damages or request termination of the agreement.
- 6.6 If the delay is due to a force majeure situation, N2KB B.V. has the right to suspend its performance for the duration of the force majeure event.

### 7. Force Majeure

- 7.1 If N2KB B.V. is unable to deliver or perform on time or at all due to circumstances beyond its control, N2KB B.V. shall not be liable for any damages.
- 7.2 This refers to circumstances that are not attributable to the fault of N2KB B.V., nor for which N2KB B.V. can be held responsible under the law, legal actions, or generally accepted standards within the industry. In any case, this includes situations where our supplier fails to deliver, delivers incorrectly, or fails to deliver on time.
- 7.3 Should N2KB B.V., as a result of such circumstances, acquire a claim against a third party which exceeds the losses suffered by N2KB B.V. (as determined according to industry standards), N2KB B.V. will, upon request, transfer the excess portion of that claim to the Client.
- 7.4 N2KB B.V. will inform the Client as soon as possible if, in its judgment, a force majeure situation has arisen and will consult with the Client regarding the new timeframe within which N2KB B.V. will still deliver or perform. If the force majeure situation is temporary, N2KB B.V. has the right to suspend its performance for the duration of the force majeure.
- 7.5 If the force majeure situation is permanent, it shall be regarded as an unforeseen circumstance for both the Client and N2KB B.V., and either party shall have the right to consider the agreement dissolved. In such a case, neither party shall be entitled to claim any compensation, although the provisions of Article 3 shall remain applicable.

### 8. Payment

- 8.1 Invoices must be paid in cash upon delivery, unless explicitly agreed otherwise in writing, but in any case no later than 15 days after the invoice date, without any discount or set-off except in the case of a claim from the Client that has been acknowledged in writing by N2KB B.V. and in the manner indicated on the invoice. The value date shown on our bank statements shall be decisive and consider the actual date of payment. Payments shall always first be applied to any interest owed by the Client, as well as to any collection and/or administrative costs incurred by N2KB B.V., and only thereafter deducted from the oldest outstanding invoice.
- 8.2 If the Client does not submit a written objection within three working days after the invoice has been sent, N2KB B.V. will assume the Client accepts the invoice.
- 8.3 In the following cases, N2KB B.V. has the right to consider all ongoing agreements as terminated, and all amounts owed to N2KB B.V. become immediately due and payable. N2KB B.V. is then released from any obligation to perform, regardless of the legal basis:
  - a. the Client is declared bankrupt, applies for suspension of payment, is placed under the Debt Restructuring Natural Persons Act (WSNP), or any part of the Client's property is seized;
  - b. the Client dies or is placed under guardianship or legal administration;
  - c. the Client fails to fulfill any legal or contractual obligation owed to N2KB B.V.;
  - d. the Client fails to pay an invoice or part thereof within the agreed payment term;
- e. the Client decides to cease or transfer its business, or a significant part of it.

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- 8.4 If payment is not made within the agreed period, the Client shall owe interest from the date of default equal to the statutory commercial interest rate plus 3%. For each payment reminder sent by N2KB B.V., the Client shall pay the reminder fees determined by N2KB B.V. All extrajudicial collection costs incurred by N2KB B.V. shall also be borne by the Client. These costs will be calculated in accordance with the most recent "Pre-work" report and based on the principal amount, increased by the accrued interest.

### 9. Complaints

- 9.1 The Client must carefully inspect the delivered goods immediately upon delivery and report any findings to N2KB B.V. in writing as soon as possible.
- 9.2 Complaints will only be considered if they are received by N2KB B.V. via registered mail and/or email within 3 days of delivery of the respective goods.
- 9.3 In order to provide N2KB B.V. with an accurate understanding, complaints must include as detailed a description as possible of the nature and grounds of the issues.
- 9.4 Regarding the quantities delivered: if the Client does not lodge a complaint within 48 hours of receiving the goods, the quantities stated on consignment notes, delivery slips, or similar documents shall be deemed correct.
- 9.5 Minor deviations in quality, color, or finish that are customary in the trade or technically unavoidable cannot serve as grounds for complaints.

### 10. Warranty

- 10.1 N2KB B.V. guarantees that the goods it delivers are free from design, material, and manufacturing defects for the period specified in the quotation, order confirmation, regulatory documents, or the invoice related to the delivered goods.
- 10.2 A condition for warranty coverage is that the delivered goods are processed or stored under conditioned and protected circumstances.
- 10.3 The warranty does not apply if damage is caused by incorrect handling, installation, or assembly, or by failure to follow instructions properly.
- 10.4 The Client cannot derive any rights from the warranty provisions mentioned in this article until full payment for the delivered goods has been made in accordance with the invoice from N2KB B.V.
- 10.5 For repairs carried out and/or replacement of components, a material warranty of 3 months applies. This warranty covers replacement parts in case of malfunction or defects. Labor and transport costs are not included and will be charged separately according to applicable rates.
- 10.6 The following are not covered under the stated warranty: external causes such as lightning strikes, fire, burglary, accidents, moisture, vandalism, and/or any malfunctions not directly attributable to the delivery.

### 11. Liability

- 11.1 N2KB B.V. ensures compliance with reasonably accepted quality standards under normal use of the goods delivered by N2KB B.V.
- 11.2 N2KB B.V. excludes all liability for any damage, on any legal basis whatsoever, arising from and/or caused by the use or processing of the goods and/or services delivered and/or advice provided by N2KB B.V.
- 11.3 The term "damage" expressly includes all direct and indirect damage, such as consequential damage, business interruption loss, and/or environmental damage.
- 11.4 The Client must independently verify whether the goods delivered by N2KB B.V. are suitable for the intended purpose prior to use or resale. If the goods are to be used and/or processed by a third party, the Client is responsible for informing that third party of the contents of these terms and conditions and shall indemnify N2KB B.V. against any claims for damages made by such third party.
- 11.5 N2KB B.V. also excludes liability for damage caused by gross negligence or intent of its employees and/or third parties engaged by N2KB B.V.
- 11.6 N2KB B.V. is insured against normal business risks, and in relevant cases, the provisions of the applicable insurance policy shall be decisive.

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- 11.7 N2KB B.V. excludes all product liability, except to the extent that N2KB B.V. is the actual producer of the delivered product or is, by law, equated with the actual producer.
- 11.8 If a complaint by the Client regarding the quality standards of the delivered goods is deemed justified and is submitted within the warranty period, N2KB B.V. will, at its sole discretion, either repair the goods or replace them with a similar item.
- 11.9 N2KB B.V. accepts no liability whatsoever for any damage suffered by the Client, including consequential damage, business losses, production downtime, loss of revenue or profit, depreciation, product loss, depletion of reserves, or claims from third parties against the Client.

### 12. Securities

- 12.1 Until the Client has fulfilled all of their obligations to N2KB B.V., the goods delivered by N2KB B.V. remain the property of N2KB B.V.
- 12.2 If the Client discontinues their activities related to the sale of our products, the Client is obligated to offer these products back to N2KB B.V. at the original purchase price as agreed at the time, possibly reduced by any costs incurred due to defects or deficiencies in the returned products.
- 12.3 In the event that the goods are not paid for upon delivery, the Client hereby grants N2KB B.V. an irrevocable power of attorney to establish a pledge on those goods. Upon request, N2KB B.V. will inform the Client of the nature and amount of the claims for which the pledged goods serve as security.
- 12.4 If the Client has not yet paid the agreed price and has sold and delivered the relevant goods to a third party in the course of their normal business operations, the Client hereby grants N2KB B.V. an irrevocable power of attorney and agrees to provide N2KB B.V. with all necessary information to establish a pledge on the receivable against that third party. Failure to do so will result in a penalty of at least the full invoice amount. Upon request, N2KB B.V. will inform the Client of the nature and amount of the claims for which the pledged receivables serve as security.
- 12.5 The Client hereby irrevocably grants N2KB B.V. permission and authority to enter the premises where the delivered and/or rented goods are located, at any time, in order to inspect or retrieve them. Should the Client refuse or otherwise obstruct such access, the Client shall immediately forfeit a penalty of €5,000, plus €1,000 for each day that access is denied or obstructed.

### 13. Confidentiality

- 13.1 Both during and after the term of the agreement, the Client shall maintain absolute confidentiality regarding all information that has become known to them about N2KB B.V. and its activities, as far as such information is of a confidential nature.
- 13.2 The Client is obliged, both during and after the agreement, to keep confidential any principles, practical knowledge, methods, and/or techniques related to information processing associated with the products and services originating from or developed by N2KB B.V., whether or not in collaboration with the producer or a third party.
- 13.3 The Client shall ensure that its own employees and contracted third parties, who become aware of (part of) the information referred to in the preceding paragraphs, are bound by confidentiality obligations.
- 13.4 If requested by N2KB B.V., the Client shall instruct the employees engaged by the Client, upon first request by N2KB B.V., to provide written acceptance of the confidentiality obligation towards N2KB B.V.

### 14. Applicable Law and Dispute Resolution

- 14.1 All our offers, agreements, and their execution shall be governed exclusively by Dutch law, excluding international legislation where possible.
- 14.2 All disputes, including those regarded as such by only one party, arising from or related to the agreement to which these terms apply or the terms themselves and their interpretation or execution, whether factual or legal in nature, shall at our discretion be exclusively settled by a court competent within the jurisdiction of N2KB B.V., or the court competent according to the applicable rules of jurisdiction.
- 14.3 For determining the choice of court, the Client shall, if applicable, contact N2KB B.V. by registered letter, after which N2KB B.V. will inform the Client of its choice as soon as possible, but no later than within 10 working days.
- 14.4 All disputes arising from or related to an agreement or its formation with a Client not established in the Netherlands shall be settled by an independent third party mutually appointed according to the Arbitration Rules of the Netherlands Arbitration Institute in Rotterdam.
- 14.5 If the parties cannot agree on the appointment of an arbitrator, each party shall appoint one arbitrator. The arbitrators thus appointed shall jointly settle the dispute in accordance with the Arbitration Rules of the Netherlands Arbitration Institute in Rotterdam.

Established on January 1, 2021, in Schiedam by the management of N2KB B.V.