

General Delivery and Payment Conditions of Libra Energy B.V.

1. General

- 1.1 In these General Delivery and Payment Conditions the terms below have the following meaning:
 - Libra: Libra Energy B.V., at Eendrachtstraat 199, in 1951 AX Velsen-Noord, listed in the Commercial Register of the Dutch Chamber of Commerce under Ch. of Comm. no. 37140128;
 - Customer: the contracting party of Libra or the party to whom Libra sends a quotation, or the party requesting Libra to submit a quotation, or the party that places an order with Libra;
 - Third party: persons or legal entities other than the Customer or Libra;
 - Supplier: the party from whom Libra buys some goods to be delivered to the Customer;
 - Agreement: any type of contract to which Libra is a contracting party;
 - General Conditions: the General Delivery and Payment Conditions of Libra filed with the district court of Noord-Holland, Haarlem location, The Netherlands on 27 March 2020, number 8/2020.
- 1.2 These General Conditions apply to all offers and quotations of, agreements with and deliveries by Libra, unless explicitly otherwise agreed in writing. Libra will never be considered to have accepted, whether or not implicitly, the applicability of the general purchase or sale conditions of a Customer or third parties.
- 1.3 To the extent that (parts of) clauses of these General Conditions would be null and void or are annulled, the remaining (parts of) Clauses will be fully effective.
- 1.4 Headings above Clauses are only meant for ease of reading but they do not give a broader or more limited meaning to the Clauses or parts thereof.
- 1.5 In the event of differences of interpretation between the Dutch and English versions of these General Conditions, the meaning of the Dutch version will be decisive.
- 1.6 Any deviations from these General Conditions will only be binding on Libra insofar as these deviations have been agreed in writing with Libra.
- 1.7 The Customer accepts that employees of Libra, or third party(ies) engaged by Libra in the performance of any Agreement, may rely on the provisions of these General Conditions with regard to the Customer.

2. Offer and Agreement

- 2.1 Every offer of Libra is without any obligation unless Libra has stated in writing that an offer is not without obligation. Statements and details on Libra's website with regard to goods to be sold are considered as an invitation to make an offer and are not binding on Libra.
- 2.2 Agreements with Libra are for instance formed by Libra laying down the agreement (in writing), or by acceptance by the Customer of a written quote from Libra.
- 2.3 Specifications, drawings, calculations, product descriptions, dimensions, technical data and other information forming part of an offer, quotation or agreement are approximate indications and do not bind Libra.
- 2.4 Oral commitments made by employees of Libra are not binding on Libra, unless these commitments have been confirmed in writing to the Customer on Libra's behalf by a person authorized to do so.
- 2.5 The Customer is fully responsible for all inaccuracies in the data and specifications provided to Libra by or on behalf of the Customer with regard to the goods to be delivered to the Customer.
- 2.6 Advice provided by Libra for which Libra does not charge a Customer any costs, are without obligation. No rights can be derived from such advice by a Customer or third parties.
- 2.7 If a Customer is only prepared to accept an offer or quotation partly, no partial agreement will be formed, unless Libra has confirmed to the Customer in writing that it only wants to be bound to an offer or quotation which has been partly accepted.

3. Price and payment terms

- 3.1 The prices offered or confirmed by Libra are only applicable to the goods specified in the offer or the quotation or the confirmation. Unless otherwise agreed with the Customer, prices are excluding costs of transport, insurance and packaging, import and export duties and other levies imposed by the authorities in any country and other additional costs.
- 3.2 Prices offered or confirmed by Libra are subject to change due to external factors which are beyond Libra's control. Price increases related to this will be charged if more than one month has elapsed or will expire between the date of the agreement and the date of delivery.
- 3.3 Payments are only discharged if they have been made by transfer to the bank account number with the name as stated on Libra's invoice and insofar as Libra's invoice number is stated as payment reference when the amount is transferred.
- 3.4 Every invoice of Libra must be paid within fourteen days after the invoice date but at the latest before transport or despatch of the goods, unless otherwise agreed in writing. Libra is entitled to send partial invoices for partial deliveries.
- 3.5 In the event of late payment the Customer will be in default and the latter will owe the statutory commercial interest from the due date onwards.
- 3.6 Payment will be due and payable without any right to a discount, suspension and/or set-off.
- 3.7 If the Customer does not pay on time, Libra will be entitled to hand over its claim for collection. The extra-judicial collection costs will be at the expense of the Customer. They will be at least 15% of the invoice amount increased by the interest due with a minimum of €300.00 excluding VAT for each invoice.
- 3.8 Libra will at all times be entitled to demand that the Customer furnishes Libra with acceptable security, before Libra is obliged to proceed to deliver the goods.

4. Delivery, force majeure

- 4.1 Libra is a trading company and holds only limited stocks. Agreed delivery times are only indicative and do not bind Libra. The delivery period will only commence after the Customer has provided Libra with all the (technical) data necessary for the delivery. If Libra exceeds the delivery time this does not entitle the Customer to compensation, dissolution or suspension of the latter's own obligations under an agreement or previous agreements.
- 4.2 The delivery time is extended by the duration of delay in the performance on the part of the Customer under an agreement or a previously concluded agreement with Libra. Delivery of goods by Libra takes place ex-works, unless otherwise agreed in writing with Libra.
- 4.3 Libra is entitled to carry out an agreement by means of partial deliveries.
- 4.4 Delivery will only take place after payment of all the amounts payable by the Customer to Libra, unless otherwise agreed in writing.
- 4.5 The meaning of the term 'a non-attributable failure of Libra', further herein referred to as 'force majeure', as meant in the Dutch Civil Code and the jurisdiction, also includes: late or incorrect delivery by Libra's Suppliers or carriers engaged by Libra, traffic jams regardless of the cause, government measures, fire, water damage, disruptions in the power supply, or disruptions in means of communication, breakdowns in hardware and software, disruptions in the internet, disruptions in e-mail traffic, illness of persons involved in the performance of an agreement, destruction of Libra property, import or export restrictions whether or not as a result of Brexit, and theft.
- 4.6 If due to any cause whatsoever force majeure continues longer than three weeks after the indicated delivery time, both parties will be entitled to dissolve the agreement with regard to the part not yet performed. The Customer will only have this right after he has summoned Libra to fulfil the agreement and has set a reasonable period for this. Insofar as a Customer dissolves an agreement (partly) as a

result of force majeure, the Customer will not be entitled to compensation.

5. Transition of risk liability

- 5.1 At the moment of delivery as meant in Clause 4.2 the risk with regard to the goods to be delivered will pass to the Customer, unless another moment of risk transfer has been agreed in writing between Libra and the Customer.
- 5.2 If the Customer is not present at the delivery location, Libra will be entitled to leave the goods to be delivered at the delivery address at the expense and risk of the Customer. Insofar as the Customer is not present at the agreed time of delivery, Libra will furthermore be entitled to take the goods back with it and the Customer is obliged to pay the full costs of the delivery and storage to Libra.
- 5.3 The Customer accepts that Libra is not liable for damage to delivered goods from the time of delivery onwards, regardless of whether the Customer has taken receipt of the goods at that time.

6. Checking and complaints

- 6.1 The Customer is obliged to check the goods at the moment they are received.
- 6.2 The Customer is obliged to submit to Libra in writing any complaints with regard to the goods delivered, within seven days after receipt or delivery as meant in Clause 5.2. After this period has expired the Customer's right to rely on any defect or inaccuracy with regard to the goods delivered will lapse, unless there is an issue of warranty as meant in Clause 7.
- 6.3 Without the prior written consent of Libra the Customer is forbidden from returning to Libra the goods complained of. If Libra grants consent to return the goods, this does not imply that Libra acknowledges the complaint. A return by the Customer to Libra, regardless of whether Libra has given its consent, will always take place paid for by and at the expense and risk of the Customer.
- 6.4 If there is a complaint which has not yet been dealt with, the Customer will not be entitled to suspend his (payment) obligation(s) with regard to Libra under any agreement.

7. Warranty

- 7.1 Libra only guarantees the soundness of delivered goods under normal use by the Customer and according to the (user) instructions of the Supplier. Goods delivered by Libra that are defective will at Libra's option be replaced or repaired free of charge by Libra, if the Customer demonstrates that these defects occurred within six months of delivery and are the direct consequences of inaccuracy or defectiveness in the used materials. Libra does not warrant specific use of the delivered goods intended by the Customer or third parties.
- 7.2 Insofar as during the six-month period referred to in Clause 7.1 the Customer or any third party carries out or has carried out any repairs or changes to the goods delivered or the goods delivered are processed or worked on, Libra will never be obliged to grant any warranty.
- 7.3 The warranty only applies to the Customer himself, not to third parties.
- 7.4 Regardless of what has been stipulated with regard to warranty in these General Conditions, Libra is never obliged to provide more warranty than the warranty obligations which Libra actually obtains from its supplier. At the Customer's first request, Libra will, as far as possible, transfer its warranty rights with regard to its Supplier to the Customer.

8. Liability and indemnification

- 8.1 Libra is never liable for damage suffered or to be suffered, unless the damage is the direct and exclusive result of gross negligence or intent on the part of Libra or any third party it has engaged in the performance of any agreement.
- 8.2 To the extent that Libra is liable, the liability will at all times be limited to fulfilment of what Libra has committed itself to on the basis of the warranty provisions as included in Clause 7 of these General Conditions.
- 8.3 In further limitation of liability, the Customer accepts that the damage for which Libra is insured will only be eligible for compensation, and all this up to the amount that the insurer of Libra actually pays out.

Insofar as Libra's insurer does not pay out, Libra will never be obliged to compensate the damage up to an amount higher than the invoice amount of the goods to which the liability relates.

- 8.4 Irrespective of what is stated in Clauses 8.1, 8.2 and 8.3, indirect damage suffered by the Customer or third parties will never be eligible for compensation, including but not limited to consequential loss, loss due to business stagnation, replacement damage, personal injury, damage due to business disruption, lost profit and lost turnover, damage caused by third parties engaged by Libra in the performance of the agreement, or damage due to use of delivered goods other than that for which the goods are intended.
- 8.5 The Customer is obliged to take out adequate insurance against damage in the broadest sense of the word as a result of goods delivered by Libra.
- 8.6 The Customer is obliged to indemnify Libra against liability by third parties associated with goods delivered by Libra to the Customer.
- 8.7 Under penalty of forfeiture, legal claims against Libra must be lodged with the competent court within one year after timely complaint.

9. Retention of title

- 9.1 Libra retains the ownership of the goods delivered or to be delivered under any agreement, until payment of all its claims under any agreement has taken place.
- 9.2 The Customer is obliged to retain the goods encumbered with Libra's retention of title separately and to handle them with due care. In particular, the Customer is obliged to insure these goods properly at new-for-old value at his/its own expense against damage caused by fire, water and theft.
- 9.3 In the event of a seizure/seizure under execution by third parties or (threatened) bankruptcy, moratorium or debt restructuring, the Customer must immediately inform Libra in writing so that Libra can take appropriate measures to protect its interests.
- 9.4 Insofar as the Customer fails to fulfil an obligation towards Libra, Libra will be entitled, without notice of default being required, to collect the goods that remained the property of Libra or to have them collected from where they are located. The Customer is liable for all costs that Libra must incur to be able to exercise the retention of title, including but not limited to transport costs and storage costs. The Customer authorizes Libra to enter all the plots and premises belonging to the Customer, whether rented or in use, in order to exercise the rights attached to the retention of title.

10. Applicable law and competent court

- 10.1 All agreements with and every offer or quotation from Libra and disputes arising therefrom are exclusively governed by Dutch law with the exclusion of the law of other States and with the exclusion of the Vienna Sales Convention.
- 10.2 Any disputes with Libra will always be brought before the competent court, the District Court of Amsterdam in the Netherlands. Insofar as a dispute pursuant to mandatory legal provision falls within the jurisdiction of the District Court, Sub-district Section, contrary to what has been determined above, the court has jurisdiction in accordance with the rules of the Dutch Code of Civil Procedure.