GENERAL TERMS AND CONDITIONS FOR THE PERFORMANCE OF ENGAGEMENTS BY WILCHEM B.V.

(filed with the Chamber of Commerce under trade register number 23079522)

These version of the General Terms and Conditions is a translation of the original general terms and conditions in the Dutch language (‘Algemene Voorwaarden voor de uitvoering van opdrachten van Wilchem B.V.’, versie maart 2026). In the event of any conflict between the original Dutch language version and a translation thereof, the Dutch language version shall prevail. The Dutch version is filed with the Chamber of Commerce under Commercial Register number 23079522.

1. DEFINITIONS

1.1. Wilchem B.V., with its registered office in Vianen, as well as the companies that refer to these terms and conditions, are users of these terms and conditions and will hereinafter be referred to as: ‘Wilchem’.

1.2. Client: the legal entity or natural person who engages Wilchem or otherwise enters into an agreement with Wilchem, including an agreement for intermediary services.

2. SCOPE OF APPLICATION AND LEGAL RELATIONSHIP

2.1. These terms and conditions apply to, and form an integral part of, all offers made, advice provided, work performed and engagements accepted by Wilchem, and all agreements entered into between Wilchem and the Client.

2.2. Offers from Wilchem (including quotations and price estimates) are based on the information provided by the Client. The Client guarantees that it has provided all the information necessary for organising and performing the engagement.

2.3. If the offer or written agreements contain provisions that expressly deviate from these terms and conditions, the provisions set out in the offer or agreement will prevail.

3. OFFERS AND CONCLUSION OF AGREEMENTS

3.1. All offers, regardless of whether they are made verbally, by telephone or in writing, are non-binding, unless expressly stated otherwise in the offer. If an offer has a time limit for acceptance, the offer will lapse once this time limit has passed. An offer will also lapse if a new offer is made in respect of the same work.

3.2. Wilchem will only accept an engagement once consensus has been reached on the content and terms of performance of the engagement and Wilchem has confirmed this in writing. An engagement is also deemed to have to have been concluded if Wilchem has indicated to the Client, prior to the commencement of the work, that Wilchem regards and accepts this as an engagement. The Client will in any event be deemed to have granted an engagement which has been accepted by Wilchem if Wilchem has commenced the performance of an engagement with the Client’s express or implied consent.

4. PROVISION OF INFORMATION

4.1. The Client is obliged to provide Wilchem, in good time, with all information required by Wilchem for the correct and complete performance of the engagement, and to inform Wilchem immediately of any facts and circumstances which may directly or indirectly be of interest to the performance of the engagement. This also applies to events and circumstances that come to light after the work has commenced.

4.2. The Client guarantees the correctness,

completeness and reliability of the information provided to Wilchem. The Client bears the risk in respect of data and documents originating from third parties on its side.

4.3. Any delay in the performance of the engagement and/or any additional costs incurred by Wilchem arising from the failure to provide the necessary information, or to provide it in a timely or proper manner, as well as from a failure to cooperate sufficiently, will be at the Client's risk and expense.

4.4. If, and for as long as, the failure to provide information in a timely or proper manner and/or the failure of the Client's staff to provide the necessary cooperation so requires, Wilchem will be entitled to suspend its work at the Client's expense. If, even after Wilchem has served a notice of default, the Client fails to provide the information and/or cooperation required by Wilchem within 14 days, Wilchem will be entitled to terminate the agreement prematurely, without thereby becoming liable to pay compensation towards the Client.

5. PERFORMANCE OF THE ENGAGEMENT

5.1. All services provided by Wilchem are carried out at its own discretion and to the best of its ability, in accordance with the requirements of good workmanship and all applicable laws and regulations; however, no specific result can be guaranteed.

5.2. Wilchem determines how the engagement will be performed and by whom. In doing so, Wilchem will take the wishes expressed by the Client into consideration as much as possible.

5.3. The Client must ensure that all permits, exemptions and authorisations required for the work have been obtained, that Wilchem has access to the site or premises where the work is to be carried out, and that Wilchem can carry out its work safely. Wilchem is authorised to suspend the work if the safety of personnel, equipment or the environment is at risk, or cannot be guaranteed, without thereby becoming liable to pay compensation towards the Client.

5.4. Wilchem is entitled to perform the engagement in different phases and to separately invoice the specific part of the work performed. If the engagement is performed in phases, Wilchem may postpone performing those parts that belong to a next phase until the Client has granted written approval and/or paid for the results of the preceding phase.

5.5. Wilchem is free to carry out the engagements granted under its responsibility, where appropriate with the assistance of agents and third parties. The selection of third parties to be engaged by Wilchem will, where possible, be made in consultation with the Client and with due care.

5.6. Wilchem may charge the Client additional costs in the event of changes to the engagement, inaccuracies or omissions in the information provided, changes to applicable laws and regulations, and other principles or circumstances underlying the engagement, or if the additional costs are necessary in the context of Wilchem's duty of care. Insofar as the Client should not already have realised of its own accord that additional costs would have to be incurred, Wilchem will inform the Client as soon as possible that additional costs will be incurred.

5.7. The engagement is performed exclusively on behalf of the Client. Third parties cannot derive any rights from the substance of the work performed.

6. CHANGE IN THE ENGAGEMENT

6.1. If, prior to the commencement or during the performance of an engagement, facts or circumstances arise which will undermine the original consensus reached, the original agreement may be amended in respect of the relevant parts, subject to timely mutual consultation.

6.2. Both the Client and Wilchem will, to the

best of their ability, comply with any changes to the originally agreed commencement date of an engagement requested by either the Client or Wilchem. Wilchem can only comply with a request by the Client to postpone the originally agreed commencement date of an engagement, for which Wilchem has reserved capacity, if the capacity reserved for that engagement can be redeployed elsewhere. Should the Client nevertheless request and/or arrange for such a postponement, the Client will be liable to pay the agreed fee for the unused reserved capacity, plus compensation for the costs already incurred.

6.3. Should circumstances arise during the performance of an engagement which hinder or threaten to hinder its proper performance, appropriate measures will be agreed by mutual consultation to ensure that the work proceeds without disruption. Any additional costs arising as a result will be borne by the Client in accordance with the provisions of Clause 5.5.

6.4. The Client acknowledges that the timetable for the engagement may be affected if the parties agree, in the interim, to expand or amend the approach, working method or scope of the engagement and/or the resulting work.

6.5. If, during the performance of an engagement, the Client grants further engagements, or wishes to amend the existing engagements, this will only be possible if Wilchem accepts such engagement and the Client reimburses the costs and fees due in respect thereof.

7. DELIVERY PERIODS

7.1. If and insofar as delivery periods are specified in the offer and/or the engagement, these are always indicative and are never to be regarded as deadlines. If delivery periods are exceeded, this will under no circumstances entitle the Client to cancellation or compensation.

7.2. If a delivery period has been agreed by which Wilchem is to complete the work, this delivery period will not commence until the advance payment due from the Client has been received in full, or until the Client has provided Wilchem with the information/cooperation required.

8. FEE

8.1. Upon the conclusion of the agreement, Wilchem and the Client will make binding arrangements regarding the method by which the fee to be applied by Wilchem is determined. If an hourly rate is agreed, any estimate provided by Wilchem in the quotation regarding the total time expected to be spent is not binding. If, in the circumstances of the case, Wilchem commences work on the engagement without delay and without a signed agreement, the Client will be liable to pay the fees in accordance with Wilchem's offer or – in the absence thereof – in accordance with Wilchem's most recent price list.

8.2. Without prejudice to Wilchem's right to adjust the fees payable in the event of unforeseen circumstances, the fees payable in the case of engagements with a term of more than one year (such as an Incident Management Agreement) may be reviewed periodically in accordance with the provisions of the agreement. In the absence of such an arrangement, the fees will be adjusted in line with wage and price trends (barring unforeseen circumstances), with the first adjustment taking place in the first month of the second year of the agreement. Any changes to the fees on this basis will be notified to the Client in writing.

8.3. Prices quoted by Wilchem are always exclusive of VAT.

8.4. Should the Client fail to pay or fail to pay on time, Wilchem may, prior to the commencement of the agreement and/or during the performance of the

engagement, require the Client to pay an advance on the invoice amount or the amounts reasonably expected to be due. Any advance payments made by the Client for work yet to be invoiced will be set off against the final invoice. During the performance of an agreement, Wilchem is entitled to suspend performance of its obligations until the Client, upon the request and to the satisfaction of Wilchem, has provided security for the performance of all its obligations under the agreement. Should the Client refuse to provide the required security or to pay the required advance, Wilchem will be entitled to dissolve the agreement without recourse to the courts, without prejudice to its right to reimbursement of costs, interest and compensation, and without being liable to pay compensation towards the Client.

9. PAYMENT

9.1. Unless expressly agreed otherwise, payment must be made within 30 days of the invoice date, without any setoff or deductions. All payments must be made in euros.

9.2. Should the Client require an invoice to be accompanied by a performance report issued by or on behalf of the Client, this report must be provided to Wilchem upon Wilchem's first request and no later than 10 business days after the work has been completed. If the performance report is not received in good time, Wilchem will be authorised to issue the invoice, and the absence of a performance report does not constitute grounds for rejecting the invoice.

9.3. If payment is not made within the period specified in Clause 9.1, Wilchem will be entitled to increase the claim by the statutory commercial interest pursuant to Article 6:119a of the Dutch Civil Code, with effect from 30 days after the invoice date or the agreed payment date. If, following a written demand, the Client still fails to make payment, Wilchem will also be entitled to increase the amount due by the collection costs. The extrajudicial collection costs amount to 15% of the amount of the claim, with a minimum of EUR 500. Wilchem is not obliged to prove that these costs were actually incurred. If the costs actually incurred turn out to be higher, Wilchem will be entitled to claim reimbursement of the costs actually incurred.

10. COMPLAINTS

10.1. Complaints relating to the work carried out in the context of the engagement and/or the invoice amount must be made apparent to Wilchem in writing without delay, but no later than 30 days after the work has been carried out or – in the case of complaints regarding the amount of the invoice – after receipt of the invoice. Wilchem will not consider any complaints reported by the Client after the expiry of the above-mentioned deadlines.

10.2. Complaints do not cause the Client's payment obligation to be suspended.

10.3. In the event of a valid complaint, Wilchem will have the choice between adjusting the invoice amount, improving or redoing the rejected work free of charge, or not or no longer performing all or part of the engagement, in exchange for restitution of an amount equal to the fee already paid by the Client.

11. LIABILITY

11.1. Wilchem will carry out the work to be performed by it within the scope of the engagement to the best of its ability and with the due care that may be expected of Wilchem.

11.2. If a failure to perform the agreement on the part of Wilchem is caused by the Client having provided Wilchem with incorrect or incomplete information, either prior to or during the performance of the engagement, Wilchem will not be liable for any loss resulting therefrom. The Client will indemnify Wilchem against any claims from third parties arising from this.

11.3. Wilchem's liability is excluded, except where loss results from malicious intent or

gross negligence on the part of its senior officers, or where it would be liable under mandatory provisions of law.

11.4. In the event that – notwithstanding the exclusions of liability set out in this clause – Wilchem should be liable for any loss under the agreement or by law, Wilchem will only be liable for the Client's direct loss which can be directly attributed to Wilchem's actions. The loss to be compensated by Wilchem in such circumstances will be limited to a maximum of the net invoice amount relating to the work carried out by Wilchem, in respect of which Wilchem is liable to pay compensation. If the agreement has a term of more than one year, the net invoice amount will be set at the total of the invoices provided for one year.

11.5. In any event, Wilchem will never be liable for indirect loss, including, in any case, consequential loss, business interruption, lost profit, lost savings and loss resulting from business interruption, arising from whatever cause.

11.6. Wilchem will not be liable for any loss caused by the acts or omissions of third parties and agents involved in the performance of the engagement by Wilchem or the Client.

11.7. The Client will indemnify Wilchem against all claims by third parties, including the Client's staff, in respect of loss, in whatever form, incurred by such third parties, for which Wilchem is not liable under these general terms and conditions.

11.8. Any liability and all rights of claim and other authorities of the Client, on whatever grounds, towards Wilchem in connection with the performance of work by Wilchem will in any event lapse one year after the completion of said work.

12. FORCE MAJEURE

12.1. Wilchem is not required to perform any obligation in respect of the client if this performance is hindered as a result of a circumstance for which Wilchem cannot be blamed and which cannot be attributed to it by virtue of the law, a juridical act or the generally accepted principles. Such circumstances will in any event include: all external causes, whether foreseeable or unforeseeable, over which Wilchem has no control, but which prevent Wilchem from performing its obligations.

12.2. Wilchem may suspend performance of its obligations under the agreement for the time that the force majeure continues. If this period of time is longer than two months, either party will be entitled to dissolve the agreement without being obliged to compensate the other party.

12.3. If, at the time the force majeure event occurs, Wilchem has already partially performed its obligations under the agreement or will be able to fulfil them, and the part that has been performed or is to be performed has independent value, Wilchem will be entitled to charge the Client for the work already carried out, as well as to claim reimbursement of the costs already incurred.

13. TERMINATION/DISSOLUTION

13.1. The Client will only be entitled to dissolve an agreement if Wilchem is attributably failing to perform essential obligations arising from this agreement and, after having been given written notice of default setting a reasonable period for remedy, Wilchem has still failed to remedy the failure.

13.2. Where an agreement, by its nature and content, does not end upon completion and has not been entered into for a fixed term, either party will be entitled to terminate the agreement, subject to a notice period of at least 1 (one) month, unless the parties have agreed on a different notice period. Notice of termination must be given in writing. In the event of a valid termination, the parties will not be liable to pay any compensation.

13.3. In case of early termination by the Client, Wilchem will in any event be entitled to payment for the work carried out and costs

incurred, as well as compensation for lost revenue, without prejudice to its rights to claim full compensation.

13.4. If the Client fails to perform, or fails to properly perform or perform in a timely manner, any obligation, including the obligation to pay invoices and any advance payments required by Wilchem, as well as in the event that a (pre-judgment) attachment is levied against the Client, in the event of bankruptcy, a suspension of payments or debt restructuring, or the cessation or liquidation of the Client's business, the Client will be deemed to be in default by operation of law and Wilchem will, at its discretion, have the right, without any notice of default or judicial intervention, either to suspend the performance of the agreement, or to dissolve the agreement in whole or in part, without Wilchem being liable for any compensation, without prejudice to the right to claim from the Client full compensation for the loss, costs and interest incurred and to be incurred by Wilchem as a result of the suspension or termination of the agreement. In the cases referred to above, any claim that Wilchem has against the Client will become immediately due and payable.

14. CONVERSION

14.1. If one or more provisions of these general terms and conditions are at any time wholly or partially null and void, or are nullified, the other provisions of these general terms and conditions will remain in full effect. In that case, Wilchem and the Client will enter into consultations in order to agree on new provisions to replace the null and void or nullified provisions, taking into consideration the objective and purport of the original provisions as much as possible.

15. APPLICABLE LAW AND CHOICE OF FORUM

15.1. The agreements concluded with Wilchem will be governed exclusively by Dutch law, subject to these terms and conditions.

15.2. Any disputes arising from agreements concluded with Wilchem, or from any further agreements resulting therefrom, or arising from offers made by Wilchem, will be settled exclusively by the competent court in Rotterdam.