VAN ECK'S GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

1.1. In these general terms and conditions, the terms below are defined as follows:

a. **Consumer**: the Client, i.e. a natural person who is not acting for purposes related to his commercial, business, trade or professional activity.

b. **Right of withdrawal**: the Consumer's option to withdraw from the Agreement within the cooling-off period.

c. **Quotation**: a Quotation is a written or electronic document provided by Van Eck to a potential Client, defining the terms and conditions, prices and specifications of the goods and/or services to be delivered.

d. **Client**: the person or legal entity to whom Van Eck has submitted the offer or order confirmation, or who has placed an order with Van Eck.

e. **Agreement**: the Agreement between Van Eck and the Client, which has been concluded in accordance with Article 3 (Conclusion and scope of the Agreement) of these general terms and conditions, where Van Eck acts as a seller, supplier of goods, service provider or contractor.

f. **Van Eck**: the private limited liability company Van Eck Bedrijfshygiëne B.V., registered with the Chamber of Commerce under number 17063239, and the private limited liability company Van Eck Hygiëne B.V., registered with the Chamber of Commerce under number 53503031, both located at Sonniuswijk 49, 5691 PD Son en Breugel.

These General Terms and Conditions also apply to following the companies affiliated with Van Eck:

- Stallenhygiëne Van Essen B.V., registered with the Chamber of Commerce under number 08057968, having its registered office at Radeweg 21, 8171 MD Vaassen;

- Loedeman Ongediertebestrijding B.V., registered with the Chamber of Commerce under number 72254610, having its registered office at Sonniuswijk 49, 5691 PD Son en Breugel.

- Van Eck UK Limited, registered in the United Kingdom under number 11743072, having its registered office at C/O Buzzacott Llp, 130 Wood Street, EC2V 6DL, London, United Kingdom.

2. APPLICABILITY

2.1. These general terms and conditions apply to all Agreements between Van Eck and a Client, to which these terms and conditions have been declared applicable by Van Eck, to the extent that the parties have not expressly deviated from these terms and conditions in writing.

2.2. These general terms and conditions also apply to Agreements with Van Eck for the performance of which third parties are engaged by Van Eck.

2.3. Any of the Client's terms and conditions of purchase or other terms and conditions of the Client shall not apply unless expressly accepted in writing by Van Eck.

2.4. If one or more provisions in these general terms and conditions should at any time be wholly or partially invalid or are nullified, the remaining provisions in these general terms and conditions shall remain fully effective. Van Eck and the Client will in that case enter into consultations in order to agree on new provisions to replace the invalid or void provisions, which shall be as much as possible in keeping with the purpose and meaning of the original provisions.

3. CONCLUSION AND SCOPE OF THE AGREEMENT

3.1. All of Van Eck's offers and/or quotations, in any form whatsoever, are without obligation and are not binding upon Van Eck. The Client cannot derive any rights from a Quotation.

3.2. Any additions or deviations from a Quotation shall not be binding unless they have been expressly agreed.

3.3. Quotations shall be valid for the period stated in the Quotation. If no period is stated, the Quotation shall be valid for 30 days after the date on which it was issued.

3.4. Van Eck's Quotations are based on the information provided by the Client. The Client guarantees that the information is accurate and complete and guarantees to have provided all essential information for the execution of the order.

3.5. Agreements are concluded upon Van Eck's acceptance of the order provided by the Client through an electronic or written confirmation, when the parties sign a written Agreement, or when Van Eck proceeds to performing the assignment.

3.6. If the term of the Agreement includes an agreed time limit for the completion of certain work to be performed by Van Eck, this shall never be a strict deadline.

4. DELIVERY

4.1. Van Eck will deliver the goods or services at the time and location specified in the Agreement. If no time of delivery has been agreed, a delivery time of 14 working days will be applicable.

4.2. Specified delivery times are only indicative and are therefore never strict deadlines.

4.3. If and as required for the proper performance of the Agreement, Van Eck has the right to have the goods or services delivered in whole or in part by third parties.

4.4. After performance of the Agreement, the parties can no longer terminate or annul the Agreement.

4.5. Van Eck is permitted to deliver sold goods in parts. If the goods are delivered in parts, Van Eck shall be entitled to invoice each part separately.

4.6. If the parties have agreed that the work will be carried out in phases, Van Eck may suspend the execution of those parts until the next phase up to the moment the Client has approved the results of the previous phase in writing.

5. PRICE

5.1. The prices quoted and/or agreed by Van Eck (quoted in euros) are exclusive of value added tax (VAT) and other taxes and levies imposed by the government. The shipping costs of goods to be delivered are exclusive of VAT. Van Eck reserves the right to deviate from this provision.

5.2. If no fixed price has been agreed, the price will be determined on the basis of the hours effectively worked and the applicable hourly rate.

5.3. Expenses incurred by Van Eck that are not specified in the Quotation and/or Agreement shall be borne by the Client.

5.4. Van Eck is entitled to charge the Client for any unforeseen cost increases, even if a fixed price has been agreed. The Client will be notified in writing in advance of any such price increases.

6. TERMS OF PAYMENT

6.1. Payment of the invoice must be made within 14 days from the invoice date by transferring the amount due to the bank account number stated on the invoice. Claims that the Client claims to have against Van Eck cannot be offset.

6.2. The payment term of 14 days after the invoice date is a strict deadline: in the event of late payment, the Client will immediately be in default and without notice of default and Van Eck will be entitled to charge the Client extrajudicial charges. Such collection charges will amount up to 15% on any outstanding amounts up to €2,500; 10% on the next €2,500 and 5% on the next €5,000, with a minimum of €40. Van Eck may deviate from the aforementioned amounts and percentages in favour of the consumer.

6.3. In the event that the Client is in default, the Client cannot claim delivery of goods or the provision of services by Van Eck.

6.4. In the event of late payment, the Client will also owe interest on the amount to be collected at a rate of 1.5% per month.

6.5. Van Eck has the right to request a deposit from the Client. Van Eck will only commence work after receipt of the deposit, unless otherwise agreed in writing. The deposit will be deducted from the final invoice for the work relating to the deposit.

6.6. The Client is not entitled to suspend the fulfilment of his payment obligation arising from the Agreement and any related legal acts for any reason whatsoever.

7. OBLIGATIONS ON THE PART OF THE CLIENT

7.1. The Client shall make every effort to provide full cooperation and shall at all times provide Van Eck with any information or details useful and required for the proper performance of the Agreement in a timely manner and shall provide full cooperation.

7.2. The Client is responsible for providing a safe working environment to enable Van Eck's personnel to carry out the work at the agreed location in accordance with health and safety legislation.

7.3. Where applicable, the Client shall provide Van Eck's personnel with sound and safe equipment for the performance of their work.

7.4. In case that Van Eck gave the Client specific instructions regarding the services performed, the Client will be responsible for the implementation of these instructions.

8. CHANGES TO THE ORDER AND ADDITIONAL WORK

8.1. The Client accepts that any expansion of or changes to the plan of action, working method or scope of the order and/or the resulting work agreed between the parties in the interim may affect the time schedule for the order.

8.2. If any interim changes to the order arise due to the Client's actions, for example due to new insights, late provision of documents, information or employees, Van Eck will make any necessary adjustments to the order if so required for the quality of the service. Any resulting additional work will be charged to the Client.

9. SALE OF GOODS

9.1. Goods sold will be delivered at the place and time specified in the Agreement. The risk of transport and costs associated with the delivery of the Goods shall at all times be borne by the Client.

10. RETENTION OF TITLE

10.1. All goods delivered by Van Eck remain Van Eck's property until full payment of all claims that Van Eck may have against the Client at the time of delivery, for any reason whatsoever, including interest and costs.

11. MODELS, SAMPLES AND EXAMPLES

11.1. Any models, samples, examples, images or other data displayed or provided by Van Eck shall be for illustrative purposes only and no rights can be derived from this. The qualities of the goods or services to be delivered may differ from those shown, unless Van Eck has expressly stated in writing that delivery will be in accordance with is the item shown.

12. GUARANTEE

12.1. Van Eck guarantees the soundness of the goods and/or services delivered and/or provided by Van Eck, as well as that it will endeavour to perform the Agreement with all due care and expertise, and with due observance of the required certifications. With respect to this, it will be vital for the Client to observe all of Van Eck's customer instructions, failing which any claim or guarantee will lapse.

12.2. If a Client suspects or can reasonably suspect that goods or services delivered by Van Eck may have harmful effects as a result of any incident, the Client must notify Van Eck in writing without delay, and in any case within 24 hours, on pain of forfeiture of all rights and claims.

12.3. Returns under guarantee claims without prior written consent will not be accepted by Van Eck and will be entirely at the expense and risk of the Client or purchaser.

13. COMPLAINTS

13.1. Any questions about – or objections to – an invoice submitted by Van Eck must be communicated to Van Eck in writing, stating reasons, within 30 days of the invoice date, on pain of forfeiture of rights. Complaints or claims do not suspend the payment obligation for the invoice in question. Upon expiry of the aforementioned period, the invoice will be deemed to have been unconditionally accepted.

13.2. The Client shall inspect the goods or services delivered or performed as soon as they have been delivered or performed and shall determine whether the services or goods have been delivered or performed in accordance with the Agreement.

13.3. Any complaints regarding delivered or performed goods or services must be submitted to Van Eck in full and clearly described, no later than 14 days after the Client discovered or could have discovered the defects, on pain of forfeiture of rights.

13.4. Unless the Client proves to have observed the instructions provided by Van Eck, a complaint that may partly have been caused by failure to comply with the instructions provided will not be taken into consideration. The same applies if the Client has possibly not fulfilled his obligations under Article 6 (Terms of Payment). The burden of proof in this regard shall at all times be vested with the Client.

13.5. As long as no decision has been made on a complaint, the Client shall undertake to fully fulfil his obligations under the Agreement.

13.6. The Client must in any case give Van Eck four weeks to resolve the complaint by mutual agreement. After this period, any dispute that arises shall be subject to the dispute resolution procedure.

13.7. All claims and/or entitlements against Van Eck, on any grounds whatsoever, shall lapse within 1 year after they arose.

14. FORCE MAJEURE

14.1. In the event of force majeure on the part of Van Eck, all of Van Eck's obligations in respect of the Client arising from the Agreement and other legal acts will be suspended. In that case, the Client will not be entitled to any form of compensation.

14.2. In these general terms and conditions, force majeure is understood to mean, in addition to the relevant provisions in law and case law: all external causes that are reasonably unforeseeable and result in Van Eck being unable to or no longer able to (fully) fulfil its agreements. This includes, but is not limited to: strikes, epidemics or pandemics, illness of own personnel and engaged third parties, government measures imposed on Van Eck or external parties which Van Eck depends on for the performance of the Agreement, closure of national borders, staff shortages, fire, operational and technical disruptions at Van Eck or at engaged external parties, having insufficient or inaccurate information, or insufficient cooperation being provided.

15. LIABILITY AND INDEMNIFICATION

15.1. Van Eck is only liable for any direct loss resulting from intent or deliberate recklessness on the part of Van Eck, and for direct material damage that is the direct and necessary consequence of a culpable failure to fulfill its obligations.

15.2. Van Eck's liability under Article 15.1 is limited to compensation for direct loss suffered by the client, up to a maximum of €250,000 per event. Further to this, the maximum amount of compensation shall never exceed the maximum amount payable by Van Eck's insurer.

15.3. Direct loss shall only be understood to mean the costs reasonably incurred by the Client to rectify or eliminate Van Eck's shortcoming, to make sure that Van Eck's performance does comply with the agreement, as well as any reasonable costs to prevent or limit such loss and reasonable costs to determine its cause and extent.

15.4. Any liability on the part of Van Eck for indirect loss and consequential damage is excluded, including but not limited to: loss of profit, loss of customers, non-material damage, lost savings, loss due to business interruption and reputational damage.

15.5. Van Eck cannot be held responsible and/or liable for any activities and (pesticide) products that have not been carried out or applied by employees of or on behalf of Van Eck.

15.6. Van Eck bears no liability for any direct or indirect damage, loss, compensation, illness, injury, death or other costs arising from, contributing to or otherwise related to any perfluoroalkyl and polyfluoroalkyl substances (PFAS).

15.7. The Client shall indemnify and fully compensate Van Eck for any claims from third parties, as well as for all reasonable costs of defence against such claims, which are in any way related to the work performed for the Client.

15.8. If Van Eck engages a third party to perform a Client's Agreement, Van Eck will be indemnified and fully compensated by such third party (contractor) for any claims by third parties, including, but not limited to, the Client. An example of such a claim is a claim relating to Book 6, Section 171 of the [Dutch] Civil Code. Van Eck is not liable in respect of the Client or third parties for any loss caused by the third party engaged by Van Eck.

16. POWER OF REPRESENTATION

16.1. The Client or the person signing on behalf of the Client declares and guarantees that he is entitled to represent the Client and to enter into the Agreement.

16.2. The Client is responsible for ensuring that the person signing is effectively entitled to do so. Van Eck is not required to verify the power of representation on its own initiative.

17. PERPETUAL CLAUSE

17.1. The Client and all his legal successors, as well as third parties engaged by the Client and/or who use, process, (re)sell or otherwise utilise the resources obtained from Van Eck, must undertake to comply with the laws and regulations applicable to the resources and materials in question. These obligations include, but are not limited to, compliance with all relevant laws and regulations concerning safety, health, the environment and other applicable (national and international) standards, for which the Client bears responsibility.

17.2. The rights and obligations arising from this perpetual clause also apply to successors, customers or other third parties to whom the Client transfers, sells or in any other way processes Van Eck's resources. The Client shall ensure that such third parties are aware of the obligations arising from this clause and comply with these obligations.

17.3. The Client is responsible for ensuring that the resources are only used, processed or sold in countries where this is approved or regulated. Use, processing or sale in other countries is not permitted, unless explicit approval has been given by a competent authority.

17.4. This perpetual clause applies to the Client and all his legal successors or third parties to whom the rights and obligations under the Agreement are transferred. Clients who agree to Van Eck's Quotation or services explicitly agree to this perpetual clause.

18. SUSPENSION, DISSOLUTION AND TERMINATION OF THE AGREEMENT

18.1. The Agreement may be terminated by both parties. If the Client terminates the Agreement in whole or in part, the work already performed and prepared on the basis of the agreed price, or the applicable hourly rate if no fixed price has been agreed, will be charged pro rata.

18.2. Van Eck is entitled to suspend the fulfilment of its obligations or to terminate the Agreement if:

a. The Client fails to fulfil his obligations under the Agreement, either in whole or in part, or fails to do so on time;

b. After the conclusion of the Agreement, Van Eck has become aware of circumstances that give rise to fear that the Client will not fulfil his obligations;

c. Due to the delay on the part of the Client, Van Eck can no longer be expected to fulfil the Agreement under the originally agreed conditions.

18.3. Further to this, Van Eck is entitled to terminate the Agreement if circumstances arise to the extent that fulfilment of the Agreement is impossible or if other circumstances arise nature the extent that Van Eck cannot reasonably be expected to maintain the Agreement unchanged.

18.4. If Van Eck proceeds with suspension or termination, it shall in no way be required to compensate for any loss or costs incurred as a result.

18.5. If the Client is responsible for the termination, Van Eck shall be entitled to compensation for the loss, including the costs incurred directly and indirectly.

18.6. In the event that the Client fails to fulfil his obligations under the Agreement and such failure justifies termination, Van Eck shall be entitled to terminate the Agreement immediately and with immediate effect without any obligation on its part to pay any compensation or indemnity, whereas the Client shall be required to pay compensation or indemnity on account of breach of contract..

18.7. In the event of liquidation, (applications for) suspension of payments or bankruptcy, seizure – if and insofar as the seizure is not lifted within 3 months – at the expense of the Client, debt restructuring or any other circumstance as a result of which the Client can no longer freely dispose of his assets, Van Eck will be free to terminate the Agreement immediately and with immediate effect or to cancel the order or

Agreement, without any obligation on its part to pay any compensation or indemnity. In that case, Van Eck's claims against the Client will be immediately due and payable.

19. CONFIDENTIALITY

19.1. Van Eck and the Client undertake to maintain confidentiality regarding all confidential information obtained from each other or from other sources under their Agreement. Information is considered confidential if this has been communicated by the other party or if this arises from the type of information. Information that is already in the public domain or that the parties themselves have acquired independently of the information provided to them by the other party shall not be considered confidential.

19.2. Written documents provided by Van Eck to the Client are intended exclusively for use by Van Eck and the Client.

20. INTELLECTUAL PROPERTY

20.1. Without prejudice to the provisions of Article 19 (Confidentiality) of these terms and conditions, Van Eck reserves all intellectual property rights relating to the services and goods supplied (including documentation).

20.2. All documents provided by Van Eck, such as reports, advice, designs, working methods and other intellectual products of Van Eck, are intended exclusively for use by the Client and shall not be reproduced, published or disclosed to third parties in any way whatsoever, whether or not through the involvement of third parties, without Van Eck's prior consent.

20.3. Van Eck reserves the right to use the knowledge gained through the performance of the work for other purposes, to the extent that no confidential information is disclosed to third parties.

21. FINAL PROVISIONS

21.1. All Agreements concerning delivery by Van Eck are governed by Dutch law. The application of the Vienna Sales Convention is explicitly excluded.

21.2. Any disputes between Van Eck and the Client arising from the Agreement or other legal acts between them shall be submitted exclusively to the competent court in the district of Oost-Brabant.

21.3. Van Eck is entitled to amend these general terms and conditions. The most recently filed version of the general terms and conditions shall at all times apply. A copy of the amended general terms and conditions will be sent to the Client in writing or electronically.

22. AGREEMENTS WITH CONSUMERS

22.1. These general terms and conditions also apply to all Agreements concluded between Van Eck and Consumers.

22.2. In addition to the provisions in these general terms and conditions, the following additional rules apply specifically to Agreements with Consumers:

a. **Guarantee**: In addition to the provisions set out in Article 12 (Guarantee) of these general terms and conditions, the following conditions apply:

I. Agreements with Consumers are subject to the statutory two-year guarantee period. This means that during this period, the Consumer is entitled to free repair or replacement of the item if it does not comply with the Agreement. If repair or replacement is not possible, the Consumer shall be entitled to a full or partial refund of the purchase price.

II. The guarantee period commences on the date of purchase. Work carried out under guarantee and parts replaced under guarantee do not extend the original guarantee period.

III. Defects caused by the Consumer, for example by failing to observe Van Eck's instructions, are not covered by the guarantee.

b. **Cancellation:** The Consumer's right of cancellation is set out in Articles 23 to 26 of these general terms and conditions below.

c. **Complaints procedure:** Both business Clients and Consumers can use the complaints procedure described in Article 13 of these general terms and conditions.

d. **Deviating provisions:** If any provision in these general terms and conditions conflicts with mandatory consumer legislation, the mandatory consumer legislation shall prevail. The other provisions of these general terms and conditions shall remain in full force and effect.

23. CANCELLATION

23.1. The Consumer may terminate the order within 14 days without stating reasons in the same manner as the Agreement was entered into.

23.2. The period referred to in Article 23.1 commences on the day following the conclusion of the Agreement.

23.3. If Van Eck has not provided the Consumer with the legally required information regarding the Right of Withdrawal or the model withdrawal form, the cooling-off period will expire 12 months after the end of the original cooling-off period determined in accordance with the previous paragraphs of this article.

23.4. If Van Eck has not provided the Consumer with the legally required information about the Right of Withdrawal or the model withdrawal form within 12 months from the start date of the original cooling-off period, the cooling-off period shall expire within 14 days from the day on which the Consumer received the information.

23.5. The Consumer bears the risk and burden of proof for the proper and timely exercise of the Right of Withdrawal.

24. EXERCISING THE RIGHT OF WITHDRAWAL

24.1. If the Consumer withdraws after first expressly having requested that the work were to commence, the Consumer will owe Van Eck an amount for the performance of the work that is proportional to the part of the Agreement that has been fulfilled by Van Eck at the time of withdrawal, compared to the full performance of the Agreement.

24.2. The Consumer will not bear any costs for the performance of work if Van Eck has not provided the Consumer with the legally required information about the Right of Withdrawal, the reimbursement of costs in the event of withdrawal or the model withdrawal form.

24.3. If the Consumer exercises his Right of Withdrawal, all additional Agreements will be dissolved by operation of law.

25. VAN ECK'S OBLIGATIONS IN THE EVENT OF WITHDRAWAL

25.1. Van Eck will send a written confirmation of receipt immediately upon receipt of the withdrawal.

25.2. Van Eck will reimburse all payments made by the Consumer without delay, yet up to 14 days after the day on which the Consumer notifies Van Eck of the withdrawal.

25.3. Van Eck will use the same method of payment for the refund as the method used by the Consumer, unless the Consumer agrees to a different method. The refund will be free of charge for the Consumer.

26. EXCLUSION OF THE RIGHT OF WITHDRAWAL

26.1. Van Eck may exclude the following services and situations from the Right of Withdrawal, however, only if so clearly stated by Van Eck in the Quotation, i.e. in good time before the conclusion of the Agreement:

a. The Agreement for the performance of a service, after full performance of the service, yet only if:

I. The performance of the work has commenced with the express prior consent of the Consumer and;

II. The Consumer has declared that he will lose his Right of Withdrawal as soon as Van Eck has fully performed the Agreement;

b. The Agreement for the delivery of an item that is made to the Consumer's specifications;

c. The Agreement for the delivery of an item with a health risk, the seal of which has been broken;

d. The Agreement for the delivery of an item that, by its nature, has been irrevocably mixed with other items after delivery.