VAN ECK'S TERMS AND CONDITIONS OF PURCHASE

1. DEFINITIONS

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

a. **Delivery**: the transfer of ownership of goods to Van Eck.

b. **Contracting Party**: Van Eck's counterparty stated in the Agreement.

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

d. **Agreement**: all the agreements made between Van Eck and the Contracting Party.

e. **Parties**: Van Eck and the Contracting Party.

f. **Contracting Party's personnel**: the personnel or other auxiliary persons to be engaged by the Contracting Party for the performance of the Agreement who will work under the Contracting Party's responsibility pursuant to the Agreement.

g. **Performance**: the delivery of products and/or performance of services.

h. **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 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 Sonniusweg 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 terms and conditions of purchase apply to Requests for Quotations and to Agreements relating to deliveries and services.

2.2. These terms and conditions of purchase may only be deviated from if the Parties have expressly agreed to this in writing.

2.3. If any provision of these terms and conditions of purchase is invalid or void, the remaining provisions shall remain in force and the Parties shall consult with each other in order to agree on a new provision (or provisions) to replace the invalid or void provision(s), which shall be as much as possible in keeping with the purpose and meaning of the invalid or void provision(s).

2.4. By submitting the Quotation, the Contracting Party expressly agrees that its general terms and conditions do not apply.

3. CONCLUSION OF THE AGREEMENT

3.1. Van Eck may withdraw or amend a Request for a Quotation at any time. Van Eck will not reimburse any associated costs or loss, unless otherwise agreed in writing.

3.2. Quotations shall be valid for the period specified in the Quotation. If no period is specified, the Quotation will be valid for 30 days after the date on which the Quotation was issued.

3.3. An Agreement shall have been concluded after Van Eck has explicitly accepted the Contractual Partner's Quotation in writing or electronically.

3.4. All actions performed by the Contracting Party prior to the conclusion of the Agreement are at the expense and risk of the Contracting Party.

4. DELIVERY

4.1. In case Van Eck rejects goods for valid reasons, the Contracting Party shall collect the goods at its own expense.

4.2. The goods shall be deemed to have been approved from the moment of full operational use by Van Eck, unless otherwise agreed in writing or certain circumstances require written approval from Van Eck.

4.3. The Contracting Party shall provide a guarantee for the goods for at least twelve months from the moment Van Eck has approved the goods, unless otherwise agreed in writing. This guarantee does not affect the Contracting Party's liability.

4.4. The Contracting Party shall, at its own expense and risk, rectify any defects in the delivered goods after Delivery or completion within the reasonable period specified by Van Eck upon first notification, by repair or replacement.

5. SERVICES

5.1. The Contracting Party shall perform the services within the period and at the location specified in the Agreement.

5.2. The Contracting Party bears full responsibility for its own Performance, the Performance of the Contracting Party's Personnel and the Performance of third parties engaged by the Contracting Party.

5.3. The effective performance of the services by the Contracting Party or related actions does not imply Van Eck's automatic approval of the services. Van Eck reserves the right to inspect, check or disapprove any services performed.

5.4. Services will be approved through a written statement from Van Eck. If Van Eck does not approve the services, Van Eck will state reasons for its non-approval.

6. PRICES AND ADDITIONAL WORK

6.1. The Contracting Party shall perform the Agreement at the prices stated in its Quotation in euros.

6.2. Additional work will only be carried out by the Contracting Party after Van Eck's agreement in writing with the specifics of such additional work and the budget.

6.3. Additional work or less work will be settled at no more than the rates stated in the Quotation, unless otherwise agreed in writing.

6.4. Where prices and rates for additional work or less work are not included in the Quotation, the Contracting Party undertakes to offer only market-based rates for additional work and less work.

6.5. Van Eck is entitled to amend and/or supplement the Agreement in writing, in consultation and agreement with the Contracting Party regarding the consequences of the amendment or supplement.

7. INVOICING AND PAYMENT

7.1. The Contracting Party applies a payment term of at least thirty days upon receipt of the invoice or any time longer as agreed between the Parties in the Agreement. Van Eck will pay the Contracting Party's invoice within the applicable payment term.

7.2. If the goods or services do not comply with the Agreement, Van Eck will be entitled to suspend payment in whole or in part in proportion to the shortcoming.

8. TRANSFER OF OWNERSHIP AND RISK

8.1. The title to the delivered goods shall transfer at the time of Delivery, where necessary after any relevant installation work. The risk shall transfer to Van Eck upon acceptance of the goods by Van Eck.

8.2. The goods will be accepted through a written statement by Van Eck. If Van Eck does not accept the goods, Van Eck will state the reasons for its non-acceptance.

9. CONTRACTING PARTY'S PERSONNEL

9.1. If, during the performance of the Agreement, it transpires that the Contracting Party's Personnel are not performing for the purpose of the proper implementation of the Agreement and/or are unable to continue their work due to circumstances, Van Eck shall be entitled to have the Contracting Party replace the person(s) concerned.

9.2. The Contracting Party guarantees that the Contracting Party's Personnel are entitled to perform work or provide services in the European Union and, where applicable, the United Kingdom.

9.3. The Contracting Party's Personnel must comply with Van Eck's safety regulations and follow all safety instructions.

10. GENERAL OBLIGATIONS ON THE PART OF THE CONTRACTING PARTY

10.1. The Contracting Party shall keep Van Eck informed of the performance of the Agreement and provide information upon request. The Contracting Party shall among other things, but not exclusively, undertake to notify Van Eck immediately in writing of any facts and circumstances that may cause a delay in the performance or that have not been taken into account in the Agreement.

10.2. The Contracting Party may only have the Agreement performed in whole or in part by third parties or transfer rights and/or obligations arising from the Agreement to third parties with Van Ecks' prior written approval.

10.3. With respect to the performance of the Agreement, the Contracting Party shall comply with all applicable regulations laid down by or pursuant to the law and shall observe the agreements concluded by Van Eck with third parties, to the extent that the Contracting Party is aware of such agreements. If circumstances require the Contracting Party to contact third parties, the Contracting Party shall first submit this requirement to Van Eck.

10.4. The Contracting Party is responsible for informing the third parties engaged by the Contracting Party about the agreements between the Contracting Party and Van Eck in the performance of the Agreement.

11. GENERAL OBLIGATIONS ON THE PART OF VAN ECK

11.1. At the Contracting Party's request, Van Eck shall provide all information and data necessary for the proper performance of the Agreement.

11.2. Van Eck shall exert itself as befits a diligent client and shall, if necessary, endeavour to provide any cooperation as required for the performance of the Agreement.

12. QUALITY, INSPECTION AND GUARANTEE

12.1. The Contracting Party guarantees that the provided Services comply with the Agreement, generally applicable standards and the regulations that apply by or pursuant to law or treaty with regard to, but not limited to, safety, health and the environment.

12.2. Van Eck is entitled to inspect the Services while the Contracting Party shall provide its cooperation where necessary. If Van Eck has approved certain Services in writing, the right referred to in the previous sentence lapses with regard to those Services.

13. CONFIDENTIALITY

13.1. The parties undertake not to disclose in any way – including through social media channels – nor use for their own purposes any information that comes to their knowledge during the performance of the Agreement, which information is known as confidential or can reasonably be presumed to be confidential, except insofar as any statutory provision or court ruling requires disclosure.

13.2. The Parties shall impose the requirement to comply with this confidentiality obligation on the persons working for them or third parties engaged by them.

13.3. In the event of a breach of the preceding paragraphs by the other Party and/or persons working for such Party and/or third parties engaged by that Party, the Parties shall be entitled to suspend the Agreement with immediate effect or to terminate it without court intervention and without notice of default.

13.4. The Contracting Party shall have a confidentiality agreement signed by the Contracting Party's Personnel at Van Eck's first request.

14. INTELLECTUAL PROPERTY

14.1. All intellectual property rights (IP rights) and claims to such rights relating to any result arising from the Agreement are vested in Van Eck, unless otherwise agreed in writing.

14.2. The term 'result' as referred to in paragraph 1 of this article refers to all achievements made under the Agreement, regardless of whether the Contracting Party makes use of any contribution from Van Eck and/or third parties.

14.3. Unless otherwise agreed in writing, the Contracting Party shall not retain or acquire any right of use with regard to any result of the Agreement.

14.4. Van Eck expressly reserves the copyright with regard to any work disclosed to the Contracting Party under the Agreement. The Contracting Party acknowledges this reservation.

14.5. The Contracting Party guarantees that the purchased goods and accessories, as well as the services provided and everything associated with or resulting from them, are free from any special encumbrances and restrictions that could impede their free use by Van Eck, such as patent rights, trademark rights, design rights or copyrights, and indemnifies Van Eck against all claims from third parties in this regard.

15. EQUIPMENT AND MATERIALS

15.1. The Contracting Party shall provide all materials and equipment not originating from Van Eck that are to be used in the performance of the Agreement at its own expense and risk, unless otherwise agreed in writing.

16. TIME-LIMIT FOR PERFORMANCE

16.1. The Contracting Party shall be in default by operation of law after expiry of the deadline or deadlines for the performance of the relevant Services, as stated in the Agreement, and the relevant Services have not been performed or have not been performed in full.

17. ATTRIBUTABLE FAILURE

17.1. If one of the Parties fails imputably in the performance of the Agreement and/or these general terms and conditions of purchase, the other Party shall send a registered letter to the defaulting Party before exercising the legal rights to which it is entitled, except in cases where notice of default may be omitted pursuant to the Dutch Civil Code, in which cases the defaulting Party shall be immediately in default.

17.2. Each of the Parties is entitled to terminate the Agreement with immediate effect without court intervention and without notice of default if the other Party has run into default, except where termination – in view of the circumstances of the case, including the severity level of the default – would be contrary to reasonableness and fairness.

18. FORCE MAJEURE

18.1. Both the Contracting Party and Van Eck may only appeal to force majeure in respect of each other if the party appealing to force majeure notifies the other party in writing of the appeal to force majeure as soon as possible, submitting supporting documents.

19. LIABILITY AND INSURANCE

19.1. The Contracting Party indemnifies Van Eck against any claims from third parties in respect of any loss suffered by these third parties as a result of the Contracting Party's performance of the Agreement and the use or application of the goods or services supplied by the Contracting Party.

19.2. From the moment the Agreement is entered into, the Contracting Party shall have adequately insurance for the performance of the Agreement and shall maintain adequate insurance during the performance of the Agreement.

20. TERMINATION OR DISSOLUTION OF THE AGREEMENT

20.1. Van Eck is entitled to terminate the Agreement with due observance of the notice period specified in the Agreement. If no notice period is included in the Agreement, Van Eck may terminate the Agreement with due observance of a reasonable notice period.

20.2. Each of the Parties has the right to terminate the Agreement with immediate effect, without court intervention and without notice of default, if:

a. Article 4.4 of the general terms and conditions of purchase is breached;
b. The other Party has decided to dissolve the legal entity or company;
c. The other Party's control is transferred to a party other than at the time of the conclusion of this Agreement;
d. Bankruptcy has been filed for or declared with respect to the other Party, or a moratorium on payments has been requested or granted, whether or not provisional;
e. The other Party merges, demerges or in any way transfers (part of) its business;
f. The other Party is in a situation of force majeure for more than ten days.

20.3. In the event of termination by Van Eck as referred to in paragraph 1, Van Eck will not owe the Contracting Party any compensation for any Services not performed by the Contracting Party. Any undue payments made to the Contracting Party will be repaid by the Contracting Party to Van Eck, plus statutory interest from the date on which they were paid.

21. APPLICABLE LAW AND DISPUTES

21.1. These terms and conditions of purchase and the Agreements, as well as their conclusion and interpretation, are governed by Dutch law. The application of the Vienna Sales Convention is explicitly excluded.

21.2. In the event that a dispute arises with regard to a Request for a Quotation, the procedure described in the Request for a Quotation, the conclusion of the Agreement or the performance of the Agreement, each of the Parties shall be entitled to submit the dispute to the competent court in the district of Oost Brabant.