

## GENERAL TERMS AND CONDITIONS OF SALES OF GOODS AND SERVICES AND WARRANTIES THEREOF OF DMT GROUP COMPANIES

### Article 1 General

- 1.1. These terms and conditions apply to all agreements, offers, order confirmations, orders, acceptances, transactions, deliveries, services, work, payments and suchlike, concerning items delivered by companies which are part of the DMT group of companies.
- 1.2. The sole placing of an order means that the client also accepts the applicability of these terms and conditions. The applicability of any terms and conditions of the client is hereby emphatically excluded.
- 1.3. Conditions added or altered by us manually or mechanically, prevail before the printed conditions in these terms and conditions. Agreements in writing, concluded after the conclusion of any agreements of legal acts to which these terms and conditions apply, also prevail before these terms and conditions.
- 1.4. Oral agreements or agreements by telephone are only binding if confirmed by us in writing.
- 1.5. If third parties bind us to terms and conditions on delivery of services or goods, which are directly connected to the agreement relating to these terms and conditions, which impose further-reaching obligations and/or restrictions than we do in these terms and conditions, these shall also apply to our agreement with the client.
- 1.6. The client allows us to visit the installation with third parties as a reference visit. The organization thereof will be discussed beforehand. We are allowed to publish the business relation and/or acceptance of an agreement and use the name of the client in publications.

### Article 2 Offers

- 2.1. Our offers, including possible attached appendices, are not binding. We are only bound after accepting an offer in writing.
- 2.2. If the offer and acceptance, resp. order confirmation differ mutually, the only agreement is the one in the acceptance, resp. order confirmation.
- 2.3. As long as we have not rejected the offer, the client shall be bound by this offer.
- 2.4. Images, brochures, drawings, technical descriptions, measurements, indication of weight, reports, models and other data provided by us, on the appearance or in the features of the goods to be delivered, only give a general picture of the goods and are not binding to us. All these data shall remain our property and cannot be used without our consent in writing. If no agreement is concluded, the client shall be obliged to return all data and/or documents provided by us immediately.
- 2.5. The client shall be bound to confidentiality versus third parties for all goods referred to in this article, as well as for corporate information and know-how in the broadest sense of the word.

### Article 3 Prices

- 3.1. Unless agreed to otherwise, our prices apply ex works, excluding freight, packaging, insurance and any duties or taxes imposed by the government, respectively other charges.
- 3.2. If, after acceptance of the order, the prices of materials, ancillaries, parts, raw materials, wages, salaries, social insurance premiums and government levies are increased before the order has been fully executed, our prices can be increased without requiring notice to that effect.
- 3.3. We are entitled to charge any additional work carried out by us, even if this additional work was not ordered in writing and/or the price was not agreed to in advance if said work arises from the agreement. Concerning the calculation of the additional work, the conditions in the previous paragraph of this article shall apply accordingly.

### Article 4 Delivery period and delivery

- 4.1. The delivery period, meaning the term for the work to be executed by us, shall commence on the day stated in our order acceptance in writing. If certain data, drawings etc. are required for the execution of the order, resp. if certain formalities are required, the delivery period shall only commence on the date on which all data, drawings and suchlike are in our possession, resp. if the required formalities have been fulfilled. If we demand initial payment for the order, the delivery period shall only commence on the day that we received this payment, provided all required data are in our possession on that date. Delivery periods provided by us are always without obligation, but we shall do our utmost to observe these periods to the best of our ability.
- 4.2. Possible exceeding of the delivery times does not entitle the client to claim damages, to refuse the goods or to wholly or partially dissolve the agreement.
- 4.3. In any case, situations of force majeure shall release us from any obligation to comply with the delivery period, as long as this impediment remains. In this context force majeure means:  
Any circumstance, independent from the will of the parties, resp. unforeseeable, whereby the order party can no longer demand compliance with the agreement in all reasonableness.
- 4.4. Force majeure exists in the following cases: war, threat of war, civil war, civil unrest, taking of hostages, molestation, fire, water damage and flooding, labor strikes, plant occupation, lockouts, lack of manpower or raw materials, defects to equipment, defects in the power supply, government measures including importation and exportation prohibitions, setting quotas, all of the above for our own company as well as for other companies on which we have to rely for the full or partial purchase of the required materials or raw materials, as well as for storage or during transport, whether or not this is

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- under own control, and also any other causes beyond our fault or control.
- 4.6 Any claims for damages for full or partial noncompliance are excluded in case of force majeure. We shall be entitled to demand payment for the performance of the work during the execution of the agreement concerned before the circumstance causing the force majeure became apparent. If a penalty clause was agreed between the parties, this shall not apply in cases of force majeure.
- 4.7 After the goods concerned have left our factory or warehouse, or when we have informed the client in writing that the goods are ready to be sent, the goods shall be deemed to have been delivered. The delivery location is therefore our factory resp. warehouse, also if carriage paid shipping was agreed. If delivery is executed in several parts, the separate parts shall be deemed to have been delivered, immediately after the goods or the key components thereof, to our discretion, are in working condition at the agreed location, even if, due to circumstances beyond our control, no test can be performed. The following circumstances do not influence the delivery in working condition:
- a) if, beyond our control, any component, without which the assembled item can in fact perform properly, has not been delivered at the same time as the other assembled items.
  - b) if work by third parties, which does not influence the performance of the assembled item, but which may be required to receive a permit required by the government, has not yet been completed.

### Article 5 Storage

- 5.1. If for whatever reason the client is not capable to receive the goods at the agreed time, or if no time has been agreed and these goods are ready for shipment, we shall, if our storage capacity permits, store and secure the goods at the request of the client, and take all reasonable measures to prevent deterioration of the quality or condition of the goods, until they have been delivered at the client. The client shall be obliged to compensate us for the costs of such storage from the time that the goods are ready for delivery, resp., if this is a later date, from the delivery date agreed to in the sales agreement.

### Article 6 Transfer of ownership and risk

- 6.1. Except for the conditions in paragraphs 2 and 4 of this article, the ownership and the risk of the goods shall be transferred to the client at the time of delivery as referred to in article 4 paragraph 4.
- 6.2. As long the client has not paid the entire purchase price, including any additional costs, or furnished security for this, we shall retain ownership of the goods. In that case ownership shall be transferred to the client as soon as he has fulfilled all his obligations

versus us. The client shall not be entitled to transfer the ownership of these goods to third parties before that time, for security or otherwise. The client hereby grants us the unconditional authority to demount and take back any items, which have been investigated.

If there is reasonable doubt about the client's capacity to pay, we shall be entitled to postpone delivery until the client has furnished security for payment. The client shall be liable for damage incurred by us caused by this delayed delivery.

- 6.3. If we postpone delivery at the request of the client, in accordance with the conditions in article 5, the goods shall remain our property until they have been delivered.
- 6.4. The client shall bear the risk of loss of and/or damage to the building materials, materials, equipment, and/or (other) ancillary means, required for the execution of the work, from the moment that these were delivered to the works.
- 6.5. The client shall be obliged to take out an appropriate insurance for the whole work. Based on this insurance possible damage caused by us shall be compensated, and we shall be recorded in the policy as (co) insured party with an independent right of action against the insurer(s) and a waiver of subrogation against us by the insurer(s). The risk of fire and explosion after delivery is at all times for the risk of the client.

### Article 7 Assembly

- 7.1. If, according to the order, the goods have to be assembled by us on the location(s) designated by the client, we shall provide, during the delivery time, adequately skilled employees. The client shall provide or have provided that facilities are available for these employees as can reasonably be demanded for such assembly.
- 7.2. In the case as referred to in paragraph 1, after assembly a test shall take place in the presence of the client and the contractor, resp. their representatives.

### Article 8 Test

- 8.1. Insofar as adequate testing has not taken place during or after manufacture or after assembly as referred to in article 7, the client shall be obliged to test or have tested those goods, whose technical nature makes a test desirable or necessary, within one week after delivery. The client shall be obliged to give us the opportunity to be present at this test. An official report in writing shall be made of this test. In case the client refrains from testing the good is deemed to be without defects.

### Article 9 Obligations of the client

- 9.1 The client is responsible for the safe and professional operation of the installation according to the

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- operating manual at all times. This includes daily monitoring, checks and mechanical repairs as required and recording this in a continuous logbook. The operator of the installation should be trained and certified as a process operator (according to the ECEG framework). In any case the operator should have followed training by us on the operation of the installation and should be in the possession of a certificate that indicates this. For major repairs involving third party suppliers the client must contact us and a plan of action will be agreed upon.
- 9.2. The client provides a facility for remote monitoring via an accessible and reliable internet connection. This does not reduce or eliminate the need of the client's operator to monitor the installation and to perform checks itself.
- Article 10 Warranty**
- 10.1 All equipment or installations delivered by us have been constructed by us according to our best skills and knowledge and according to the present state of technology, based on the project or process specifications provided by the client. We shall grant a warranty during six months after delivery, as referred to in article 4, paragraph 4, and article 8, paragraph 1, for material, construction and manufacturing faults under the condition that the equipment or installations are maintained in accordance with the operation manual and with good operation practice, and all payment obligations are fully met.
- 10.2 Our liability based on this warranty clause shall be limited to free repairs of a defect item or replacing that item or a part thereof, all of this to our discretion; the costs of disassembling and reassembling and transport are not included in this warranty.
- 10.3 Our warranty does not apply:
- a. if the faults are caused by unskilled use or other factors than faultiness of the materials and manufacture;
  - b. if the faults or defects are caused by incompleteness or incorrectness of the project and/or process specifications provided to us;
  - c. if the circumstances of the conduct of the project or process have been altered since the time we accepted the order;
  - d. if, also in a case as referred to in paragraph 7 of this article, the cause of the faults cannot be shown clearly;
  - e. if the defects are (partially) caused by normal wear and tear;
  - f. if the good is not tested.
- 10.4 The mechanical, chemical and thermal durability of the materials used by us shall be guaranteed according to the specifications determined on acceptance of the order.
- 10.5 If these specifications are untrue or incomplete, our liability in this matter is cancelled.
- 10.6 For parts not manufactured by us, we shall give no more warranty than given to us by our supplier. In that case our liability is limited to replacement of these parts or – if possible – repairs on location. The warranty given by us in the previous sentence expires the same day the warranty of our supplier expires. The costs of disassembling and reassembling and transport are not included in this warranty
- 10.7 Our warranty shall be cancelled if it concerns: faults wholly or partially caused by government regulations concerning the quality or the nature of the materials used or concerning the manufacture, if the client at his own initiative during the warranty period has carried out or have carried out alterations and/or repairs to the delivered goods, or if the client has not, not properly or not timely complied with any obligation, resulting from this or any connected agreement.
- 10.8 If, for the investigation of the cause of faults and/or defects in the equipment delivered by us, any air or water analysis or other functional tests have to be conducted, they shall be conducted by an independent expert, to be appointed in consultation between parties, who shall conduct this investigation according to recognized standard methods. The costs of such an investigation shall be to the account of the client, unless the investigation shows that the faults are due to material, construction or manufacturing faults as referred to in paragraph 1 of this article.
- 10.9 The client is obliged to grant us the opportunity to carry out possibly required repairs. If we are not granted (adequate) opportunity to do so, all claims by the client on us shall be cancelled immediately.
- Article 11 Extra warranty, response time in case of maintenance**
- 11.1 If during the service agreement the client maintains the installation in accordance with the maintenance and operating manual and with good operation practice, and all payment obligations are fully met, we give an extra warranty that free of charge mechanical parts are replaced, and/or a failure to meet guaranteed process parameters are corrected.
- 11.2 The extra warranty in the previous paragraph pertaining to a part which is repaired, or replaced expires at the same day the warranty expires of the original part.
- 11.3 The standard response time to a service call-out during respectively outside office hours is two respectively four hours.
- 11.4 The cost of a repair or a service visit which is not considered to be a warranty repair or service consists of an hourly fee according to the DMT hourly fee list, travel expenses, living expenses such as hotel costs and cost of materials used in the repair.
- 11.5 In case a 24/7 helpdesk is part of the service agreement a service call will be responded by a process engineer who will first instruct the client's

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operator. In case a repair is necessary a service engineer will be sent to the installation at the earliest opportunity. The cost of a call consists of an hourly fee according to the DMT hourly fee list with minimum for the equivalent of one hour.

### Article 12 Extra conditions pertaining to Carborex MS

- 12.1 The provisions in this article pertain to installations employing Carborex MS unless specified otherwise.
- 12.2 Process technical support consists of advice with regards to the operation of the installation, such as parameter settings of pH, temperature and gas flow rate and does not include mechanical repairs or site visits.
- 12.3 In order to limit the impact of delivery times of parts on the operation of the installation, the client may opt to purchase a spares box which will be kept on site. If a part is replaced under warranty, which is taken from the spares box we will supply this part at no additional cost to keep the spares box complete.
- 12.4 When a part needs to be replaced that is not kept on site a second site visit may be required, which will be charged to the client.
- 12.5 Availability is the percentage of time in a three month period that the installation is available to process biogas according to the agreed specification and deliver bio methane according to the agreed specification or during which there is a relief event. Availability is deemed to start three months after the installation is handed over. Availability is fulfilled and the installation is accepted if within six months after the handing over of the installation no availability test has been performed. Any guarantee for availability is only valid in the first twelve months after the installation is handed over.
- 12.5 The following events are regarded as relief events as referred to in the previous paragraph:
- biogas is not available in the required quantity or quality;
  - electrical power is not available consistently, and/or not within the required specification;
  - any and all defaults in the operation according to the operating manual and/or good operation practice;
  - any and all defaults in maintenance according to the maintenance manual;
  - delivery of spare parts that are not kept on site;
  - planned maintenance;
  - agreed response time service engineer or actual response time in case no service contract is in place;
  - response time of the operator;
  - compressor/booster/vacuum pump overhauls and delivery time;
  - force majeure according to Article 4.4;
  - any event beyond the reasonable control of us that alone prevents the installation from being able to operate according to its specifications.
- 12.6 A relief event is deemed to exist if the logbook of events has not been continuously maintained.

### Article 13 Default

- 13.1 If the client is in default to comply with, or to timely or adequately comply with his obligations versus us, he shall be in default without any notification of default being required.
- 13.2 The client shall also be considered to be in default, without requiring a notification of default, on his bankruptcy, (temporary) suspension of payment, decease, alteration of the legal form, alteration of address of domicile or business (without prior notification), and if the client's assets are seized.
- 13.3 As soon as the client is thus in default, all amounts payable to us shall be immediately claimable. We shall also be entitled to suspend our (further) obligation(s) versus the client, resp. dissolve the agreement(s), if necessary taking back items delivered under retention of title. We shall not be liable for any damages on suspension and/or dissolution. The prior conditions in this article shall not prejudice our further legal rights under this agreement.
- 13.4 From the day of the client's default, he shall owe us over the (invoice) amounts owed compensation of 1% monthly - based on the legal interest, if this is higher - for loss of interest. The interest over a part of a month shall be calculated as a full month.
- 13.5 The client shall also owe the extrajudicial collection costs, with a minimum of € 227.

### Article 14 Liability

- 14.1 Except for our warranty obligation we shall never be liable for any damage, howsoever called other than is expressly stipulated in the agreement.
- 14.2 No damages shall ever be paid for:
- a. the client's business losses, including loss of profits;
  - b. damage to a third party on the execution for the work or the provision of services.
- 14.3 If nonetheless we are liable for the damage, this liability shall be limited to the amount which is recovered on the basis of our insurance policy.
- 14.4 In any case our liability is limited to the amount we received from the client as payment for the agreement.
- 14.5 The client is obliged to indemnify us and hold us harmless for all costs, damage and interests which may have been caused by claims of third parties on us for events, acts or negligence, for which we are not liable versus the client according to these terms and conditions and for any breach of contract.
- 14.6 We are not liable for violations of patents, licenses or other third party rights by using the data provided to us for the execution of the work, by or on behalf of the client. The client shall be obliged to indemnify us for these matters.

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**Article 15 Complaints**

- 15.1 Complaints about the execution of the work or the delivery, shall have to be submitted within 14 days after delivery. Complaints about our invoices shall have to be submitted within 8 days after the invoice has been sent. In both cases, any claim is cancelled if the term is exceeded.
- 15.2 However, if a test or inspection has taken place, complaints on faults and/or defects shall take place no later than when such a test or inspection takes place.

**Article 16 Payment**

- 16.1 Unless agreed to otherwise, payment of the purchase price shall be owed at our discretion either on delivery or within 30 days after delivery. We shall be entitled to demand, for compliance with payment obligations, that security be furnished that full or partial payment in advance take place or to send only C.O.D.
- 16.2 Payment for additional work shall take place as soon as the client has been invoiced for this, no later than 8 days after the date of invoice.
- 16.3 If the client is negligent in making the payments, the client shall be considered to be legally in default, and we shall be entitled, without any notification of default or judicial intervention, to charge the client the legal interest, as well as all costs incurred by us for collection of the contractual price, including bill charges as well as protest fees, without prejudice to any other rights accruing to us.
- 16.4 All payments shall be made without any deductions or settlements.
- 16.5 If the payments are not made promptly, if an application has been filed for bankruptcy, suspension of payment or administration of the client, or if the client is liquidated or dissolved, the claim for payment in full shall be claimable immediately, without prejudice to the other accrued rights.
- 16.6 If the client is of the opinion that he can exercise any right concerning the delivery or the execution of the order, in whatever form, this does not release him of the agreed payment obligations.
- 16.7 If before, during or after delivery of the goods, we are made aware that the client may be in negative financial circumstances which means that compliance with his obligations versus us is uncertain, we are free to demand immediate payment on furnishing of security, in default of which we shall cancel or suspend further delivery of goods or rendering of services, and/or take back any delivered goods. In that last case the client shall grant us the authority to enter those locations where the goods are and to execute the removal work and the actual removal of the delivered goods. The aforementioned does not prejudice the exercise of other rights from this agreement and the law.

**Article 17 Dissolution**

- 17.1 Without prejudice to the previous articles, an agreement shall be dissolved without judicial intervention and without any notification of default being required, at the time when the client is declared bankrupt, files for temporary suspension of payment, or by seizure, placing under guardianship or otherwise losing the management of his assets or parts thereof, unless the trustee acknowledges the obligations resulting from the agreement as debt of the estate.

**Article 18 Intellectual and industrial property**

- 18.1 We reserve the intellectual and industrial property rights (IPR) pertaining to all intangible and tangible items we provide, such as drawings, inventions, software, designs, quotations, creations, colors, manufacture, choice of materials, brands, etc., also if these were charged. No assignment, and/or transfer of IPR is intended in part, or in whole and/or a waiver to exercise to those rights vis-à-vis a client or any third party. Any use right does not extend beyond what is needed to operate the installation.
- 18.2 All rights pertaining to alterations, changes, improvements of Items are assigned to us to the extent possible by the applicable law by these terms and conditions.

**Article 19 Applicable law and forum**

- 19.1 Dutch law applies to these terms and conditions and the agreements which are subject to the same.
- 19.2 All disputes arising from, or in connection with these terms and conditions and the agreements to which they apply are decided in first instance exclusively by the District Court of Noord-Nederland in the Netherlands.