

TERMS AND CONDITIONS OF SALE
SDS SEPARATION TECHNOLOGY B.V.

1. GENERAL

1.1 Definitions

"CLIENT" means any individual or entity who requests and orders the delivery of products and services and/or which signs the CONTRACT documents as counterpart to SDS Separation.

"CONTRACT" means the PURCHASE ORDER plus all documents referred to therein.

"DELIVERY TERM" shall have the meaning as established in the version of the INCOTERMS in place as of the effective date of the contract.

"EFFECTIVE DATE" means the date of the ORDER CONFIRMATION. If CLIENT expresses its objection to the ORDER CONFIRMATION within three (3) working days after receipt of the ORDER CONFIRMATION, EFFECTIVE DATE shall be the date on which CLIENT and SDS SEPARATION reach common agreement on the CONTRACT.

"END USER" shall have the same meaning as CLIENT. However, if the CLIENT and END USER are not the same individual or entity, then the term "END USER" shall mean the individual or entity for which the CLIENT is obtaining the SCOPE OF SUPPLY.

"ENGINEERING SERVICES" means engineering work included in the CONTRACT required to be carried out for the delivery of EQUIPMENT, FIELD SERVICES, STUDIES and such goods and or services offered.

"EQUIPMENT" means skid mounted equipment, process and mass transfer, mixer or other goods which are specified in the CONTRACT.

"EX WORKS" means an Ex Works delivery as defined in the version of the INCOTERMS in place as of the effective date of the contract in effect as of the date of delivery.

"FIELD SERVICES" shall mean the deployment of SDS SEPARATION personnel to a CLIENT'S or END USER'S PLANT to provide technical assistance with specified maintenance, inspection, installation, repair and/or modification work or other services specified in the CONTRACT.

"FINAL ACCEPTANCE" means the document issued by the CLIENT or the END USER at the beginning of the warranty period or, if no FINAL ACCEPTANCE document is issued, then the document evidencing shipment of the goods or completion of the services. For consignment goods, FINAL ACCEPTANCE will take place at the date of removal of goods from stock, usually at the point of consumption.

"GENERAL TERMS" means these General Terms and Conditions of Sale of SDS SEPARATION, applicable to all offers and CONTRACTS and/or legal relationships between SDS SEPARATION and CLIENT.

"INSTALLATION SERVICES" shall have the same meanings as "FIELD SERVICES".

"ORDER CONFIRMATION" means the document

provided by SDS SEPARATION to CLIENT as a response to CLIENT'S purchase order documents either by e-mail, facsimile or as a hardcopy.

"PLANT" means the CLIENT or END USER facility for which SDS SEPARATION work is produced and/or supplied or services provided.

"PURCHASE ORDER" means the purchase order documents issued by CLIENT in the version confirmed by SDS SEPARATION in the ORDER CONFIRMATION. In case of non-substantial deviations between said purchase order documents and the ORDER CONFIRMATION, the version of the ORDER CONFIRMATION shall become the binding PURCHASE ORDER unless CLIENT expresses its dissent within three (3) working days after receipt of the ORDER CONFIRMATION.

"SCOPE OF SUPPLY" means the goods and/or services to be delivered as specified in the CONTRACT and the pertaining documentation, to the extent explicitly specified in the PURCHASE ORDER and agreed upon by both parties.

"SPARE PARTS" means wear and tear goods not otherwise falling under the definition of Equipment.

"SDS SEPARATION" means the company which issued the ORDER CONFIRMATION being SDS Separation Technology B.V. (registered at Chamber of Commerce with number 66808286), and its legal successors or affiliated organizations and partners that will enter into a CONTRACT with CLIENT and have declared these GENERAL TERMS applicable.

1.2 These GENERAL TERMS apply to all work provided by SDS SEPARATION. CLIENT is hereby given notice that any deviations from these GENERAL TERMS are expressly rejected unless such deviations are otherwise agreed upon in a mutually signed document. SDS SEPARATION reserves the right to make alterations and/or additions to these General Conditions. The modified General Conditions will become applicable unless objections against modifications are made in writing within 30 (thirty) days of the notification date of the change. Changes in and additions to the General Conditions and/or agreements made between SDS SEPARATION and CLIENT are only valid when agreed to by SDS SEPARATION in writing. The validity of offer is for a period of ninety (90) days commencing with the date of the offer, unless otherwise specified in writing by SDS SEPARATION.

1.3 The delivery encompasses the SCOPE OF SUPPLY and, unless otherwise mutually agreed in the PURCHASE ORDER, will be made EX WORKS.

1.4 In case of contradiction between CONTRACT documents, the following order of precedence shall apply:

- a) PURCHASE ORDER in the version accepted in the ORDER CONFIRMATION or other negotiated, agreed and mutually signed document, including all documents made a part thereof;

- b) SDS SEPARATION's offer;
- c) These GENERAL TERMS;
- d) CLIENT'S request for an offer;
- e) CLIENT'S Purchase Terms and Conditions, when the applicability is expressly accepted by SDS SEPARATION.

1.5 All documents making part of the CONTRACT can be changed only by a written, duly signed by an authorized person, document.

1.6 All information and data contained in brochures and price lists of SDS SEPARATION are only binding to the extent that they are by reference expressly included in the CONTRACT.

1.7 SDS SEPARATION shall be entitled to engage sub-suppliers for the performance of the CONTRACT.

2. DELIVERY

2.1 SDS SEPARATION shall deliver the SCOPE OF SUPPLY on the dates specified in the CONTRACT contingent upon CLIENT fulfilling all contractual obligations, including but not limited to timely release of all input specifications, drawing approvals etc.

2.2 SDS SEPARATION acknowledges and agrees that the delivery of the SCOPE OF SUPPLY may be delayed and rescheduled in order to accommodate delays caused by:

- a) Events of Force Majeure as defined in the CONTRACT and/or these GENERAL TERMS;
- b) Failure of CLIENT or CLIENT'S representative to timely make any required advance payments;
- c) Failure of CLIENT or CLIENT'S representative to timely provide:
 - i. revised or additional specifications;
 - ii. approval drawings; or
 - iii. other items, documentation or materials necessary to complete the SCOPE OF SUPPLY.
- d) Any other reasons beyond SDS SEPARATION'S control.

2.3 SDS SEPARATION reserves the right to suspend production of the SCOPE OF SUPPLY or terminate this CONTRACT in the event that CLIENT fails to provide any required advance payments and/or to issue Letter(s) of Credit as agreed in the PURCHASE ORDER within fourteen (14) days of the due date of the advanced payment or Letter(s) of Credit. In such event, SDS SEPARATION reserves the right to charge CLIENT for all losses and damages suffered by SDS SEPARATION by reason of such default.

2.4 All (delivery) dates which may be named by and may be applicable to SDS SEPARATION are determined to the best of SDS SEPARATION'S knowledge on the basis of information made known to SDS SEPARATION. (Delivery) dates shall therefore not be considered to be absolute (delivery) dates within which must be delivered, but a time period within which SDS SEPARATION shall strive with best effort to deliver the agreed upon items. Unless otherwise expressly agreed in writing in a

document signed by SDS SEPARATION, SDS SEPARATION shall not be subject to any claim for liquidated damages or penalties related to the late delivery of the SCOPE OF SUPPLY.

2.5 In case the CLIENT fails to timely fulfil any of its contractual obligations including failure to provide all necessary cooperation, correct data and/or other information required for the adequate execution of the CONTRACT, failure to make payments on time or failure to take delivery when called upon to do so by SDS SEPARATION or failure to provide necessary infrastructure and facilities to commence the perform of the CONTRACT, SDS SEPARATION is entitled to terminate the CONTRACT. In this case CLIENT shall pay to SDS SEPARATION the costs and expenses incurred by SDS SEPARATION connected with work or services performed prior to the date of termination, including a reasonable margin as well as other costs and expenses, including cancellation charges under subcontracts, as SDS SEPARATION may incur in connection with such cancellation and/or termination.

3. PRICE AND PAYMENT

3.1 All prices are exclusive of excise duties, VAT, sales or similar taxes and duties. The prices for the SCOPE OF SUPPLY are those stated in the CONTRACT. For work carried out on a time basis, the prices shall be determined in accordance with the hourly rates specified in the CONTRACT. The Prices agreed upon by SDS SEPARATION and CLIENT are among other things based on the costs of energy and salaries, social premiums, materials and travel and accommodation costs, etc., as well as the rate of exchange between the currencies as applicable at the time of entering into the agreement. SDS SEPARATION is authorized, in case of changes to one or more of the cost items (for instance third party products and services) and/or changes in the rate of exchange, changes to the Customer Price Indices (Consumentenprijsindex (CPI)) or the CBS index for business services (CBS Prijsindex), to adjust prices to these changes. At least every January SDS SEPARATION will increase its prices, based on the figures, published by CBS 'Producer prices; output prices, Sector SBI 2008, index 2015=100'. Changes will be rounded off upwards to a multiple of € 2,50. SDS SEPARATION will offer CLIENT the possibility to become acquainted with possible changes in prices. If CLIENT does not agree with a price change, CLIENT will only be permitted to terminate the agreement from the date the change in price becomes applicable, if and as long as the total price increase during 1 (one) year exceeds the yearly inflation rate of the current year (or previous year for price increases announced for the next year) as published by the CBS (Dutch Bureau for Statistics) by 5%.

3.2 Unless otherwise agreed in writing, full payment for the SCOPE OF SUPPLY shall be due within thirty (30) days of issue of an invoice by SDS SEPARATION.

3.3 If CLIENT disputes any item or charge listed in the

invoice, CLIENT shall state the item or amount of the charge in dispute and the reasons for such dispute in writing within such thirty (30) day time period. However, all undisputed amounts shall remain due as specified above.

3.4 Should CLIENT fail to fulfil any payment obligation, CLIENT is in breach without any further notification of breach being required. SDS SEPARATION reserves the right to charge all incurred costs to CLIENT, including judicial and extra-judicial expenses, with regard to the collection of debts from CLIENT. Extra-judicial collection costs amount to 15% of the debt, with a minimum of € 175,- (hundred seventy five euros). In any case CLIENT will be charged interest on a monthly basis, at the legal percentage rate increased with 3%, on all outstanding debts starting from the date of failure to pay.

3.5 At SDS SEPARATION's discretion, an interest charge of six percent (6%) per annum will be charged against any outstanding balance effective as of the due date of the balance.

3.6 Unless otherwise agreed in writing, all uncontested payments shall be made according to the agreed terms of payment without any deductions for discounts, set-offs or otherwise.

3.7 In case of late payment, SDS SEPARATION may, after having notified the CLIENT in writing, suspend its performance of the SCOPE OF SUPPLY until the open and due invoices have been paid.

3.8 If CLIENT and SDS SEPARATION agreed on issuing a Letter of Credit by CLIENT in favour of SDS SEPARATION, such Letter of Credit shall be irrevocable, unconditional, and issued by a first class worldwide active bank. The Letter of Credit shall remain valid until the delivery of the entire of SCOPE OF SUPPLY plus ninety (90) days. SDS SEPARATION reserves the right to approve the issuing bank. Withdrawal of the money must be in line with the documents that are mutually agreed upon in writing.

4. INTELLECTUAL PROPERTY

4.1 CLIENT shall provide the technical documentation (e.g. up-to-date drawings, descriptions, charts, instructions, etc.) that is necessary for the delivery of the SCOPE OF SUPPLY and is specified in the CONTRACT. CLIENT confirms that CLIENT is fully authorized to use (or have used) the technical documentation provided to SDS SEPARATION for the performance of the SCOPE OF SUPPLY by SDS SEPARATION or its sub-suppliers, respectively. In case CLIENT would not be authorized to order said performance from SDS SEPARATION without violation of intellectual property rights of third parties, or if such right should be challenged, CLIENT shall inform SDS SEPARATION without any delay. In this case, CLIENT will indemnify SDS SEPARATION against any claim and other costs and SDS SEPARATION shall stop the work until the approvals needed for the performance have been obtained by CLIENT.

4.2 Except where third party products are concerned, all intellectual property rights, industrial property rights and other rights resulting from all activities carried out by SDS SEPARATION, reside with SDS SEPARATION. CLIENT recognizes these rights and shall, without previous written consent of SDS SEPARATION, not make these documents available to any third party, either in whole or in part, nor use them for any purpose other than to fulfil the CONTRACT.

4.3 Any know-how, inventions, patents or copyrights or the like belonging to or provided by SDS SEPARATION and used for or developed in the course of the fulfilment of the CONTRACT by SDS SEPARATION shall remain SDS SEPARATION's property, and no ownership shall be transferred to CLIENT with respect to such know-how, inventions, patents and copyrights, independent of the hardware on which such know-how, inventions, patents or copyrights is made available (machinery, paper, electronic medium, etc.). However, CLIENT shall be granted a limited right to use such know-how, invention, patents, copyright or the like for the operation, maintenance and repair of the SCOPE OF SUPPLY on a non-exclusive basis, which right shall not include the use of the said intellectual property for the reproduction of the SCOPE OF SUPPLY or parts thereof. If the SCOPE OF SUPPLY consists of ENGINEERING SERVICES, CLIENT shall be permitted to use, on a non-exclusive basis, the documentation received for the purpose described in the CONTRACT. In case of doubt, ENGINEERING SERVICES provided for the development or construction of EQUIPMENT shall be deemed to be made available for the procurement of such goods from SDS SEPARATION solely.

4.4 To the best knowledge of SDS SEPARATION the SCOPE OF SUPPLY and any part thereof, in the particular form sold by SDS SEPARATION, shall not infringe any intellectual property rights of third parties. In the event of any patent infringement relating to the said SCOPE OF SUPPLY, SDS SEPARATION may, in its sole discretion, procure the right to use the SCOPE OF SUPPLY without impairing its suitability, or modify or replace it so that it is rendered non-infringing. The obligations of SDS SEPARATION set forth herein are contingent upon;

- i. SDS SEPARATION receiving prompt written notice from CLIENT of such infringement;
- ii. SDS SEPARATION receiving assistance from CLIENT in the defence;
- iii. the right of SDS SEPARATION to settle or defend.

4.5 The obligation under 4.4 above of SDS SEPARATION shall not apply to

- i. the SCOPE OF SUPPLY or part thereof which has been manufactured according to CLIENT'S design;
- ii. services performed by using CLIENT'S documentation;

- iii. the use of the SCOPE OF SUPPLY or any part thereof in conjunction with any other product in a combination not furnished by SDS SEPARATION as part of the SCOPE OF SUPPLY;
- iv. to products fabricated by using the SCOPE OF SUPPLY.

As to any such equipment, service, product, part or use in such combination, SDS SEPARATION assumes no liability whatsoever for infringement of intellectual property rights of third parties, and CLIENT shall indemnify and hold harmless SDS SEPARATION against any respective infringement claims. SDS SEPARATION shall co-operate with CLIENT in the same manner as required by SDS SEPARATION under 4.4 (i) to (iv) herein above.

4.6 SDS SEPARATION's copyrighted material shall not be copied by CLIENT except for archiving purposes or to replace a defective copy.

5. INSTALLATION AND SITE PREPARATION

5.1 If INSTALLATION SERVICES are a part of the SCOPE OF SUPPLY, it is the responsibility of the CLIENT to prepare the site environmentally and to provide the required services, electrical wiring and conduit, dry compressed air and piping, gas supply and piping, tools for installation, water drain, permits, including work permits, licenses, approvals, etc. as well as whatever is required to un-crate and move the EQUIPMENT to its location.

5.2 CLIENT also undertakes to maintain the facilities upon which SDS SEPARATION's personnel may be required to enter, in a safe condition, and to comply with all applicable laws, statutes and regulations governing workplace health and safety, and to give SDS SEPARATION's personnel all instructions necessary. CLIENT shall make sure that its personnel will follow all instructions reasonably made by CLIENT. The same applies vice versa in case CLIENT'S personnel have to enter upon SDS SEPARATION'S facilities.

5.3 CLIENT'S failure to comply with the obligations stated in Articles 5.1 and 5.2 above shall entitle SDS SEPARATION to either stop rendering its services, and/or postpone the delivery, and/or ask for additional charges for the lost time of its service personnel, such time to be calculated and charged in accordance with Article 3.

6. WARRANTY

Articles 6.1 through 6.4 contain specific warranties referring to various SCOPES OF SUPPLY. Only the warranty provision(s) referring to a specific SCOPE OF SUPPLY shall apply.

6.1 EQUIPMENT

- a) SDS SEPARATION shall remedy any defect arising within twelve (12) months from the date of initial operation of the EQUIPMENT or

eighteen (18) months from the date of shipment, and, if dispatches, erection, supervision of erection and/or commissioning are delayed due to reasons beyond SDS SEPARATION's control, the warranty period shall end not later than eighteen (18) months after notification that the EQUIPMENT is ready for dispatch (whichever date shall occur first). This warranty shall apply to defects resulting from faulty materials or faulty workmanship.

- b) If requested to do so by CLIENT in writing, and as CLIENT'S sole and exclusive remedy, SDS SEPARATION agrees to, at its sole option, either repair or replace the faulty parts of the EQUIPMENT, or supply CLIENT with non-defective EQUIPMENT or part thereof. These remedies shall be provided for the defects notified to SDS SEPARATION during the warranty period under the conditions defined in Article 6.5 herein.
- c) The warranty period for any EQUIPMENT which is repaired or replaced shall be for a period of twelve (12) months or the remainder of the original warranty period, whichever period is longer.

6.2 FIELD SERVICES

- a) SDS SEPARATION warrants that the FIELD SERVICES will be performed as specified in the CONTRACT and will comply with applicable industry standards and practices. SDS SEPARATION shall remedy any defect arising within ninety (90) days from the date of completion of the FIELD SERVICES work and which are resulting from faulty workmanship performed by SDS SEPARATION. Defects resulting from insufficient or inappropriate documentation delivered by CLIENT shall be remedied at CLIENT'S cost.
- b) If requested to do so by CLIENT in writing, and as CLIENT'S sole and exclusive remedy, SDS SEPARATION shall at its sole option repair the defective FIELD SERVICES or re-perform such FIELD SERVICES. These remedies shall be provided for the defects notified to SDS SEPARATION during the warranty period under the conditions defined in Article 6.5 herein.
- c) All FIELD SERVICES work which is remedied shall be warranted for a period of ninety (90) days from the date of the completion of repair or reperformance.
- d) SDS SEPARATION shall bear the costs for the corresponding repair or the re-performance of work whether occurring at the SDS SEPARATION or CLIENT or END USER facility to the extent that they are reasonable under the circumstances. CLIENT or END USER shall grant SDS SEPARATION the first opportunity to remedy any defect in the FIELD SERVICES. If the CLIENT or END USER has obtained the services

of a third party to perform the FIELD SERVICES, SDS SEPARATION shall bear the costs for the corresponding repair or re-performance work provided that the CLIENT or END USER has obtained SDS SEPARATION's prior written approval.

6.3 ENGINEERING SERVICES

- a) SDS SEPARATION's obligations consist of using proper care and skills in performing the work described in the CONTRACT. Unless otherwise explicitly agreed upon in writing, SDS SEPARATION shall not provide any warranty for successful achievement of the results envisaged in the CONTRACT. Defects arising from faulty ENGINEERING SERVICES arising within six (6) months from completion thereof shall be re-performed by SDS SEPARATION at its own cost.
- b) The warranty period for any engineering services which have been re-performed under the warranty shall be for a period of six (6) months.

6.4 Performance Guarantee

Unless explicitly agreed upon in writing in the CONTRACT, SDS SEPARATION shall not provide performance guarantees.

6.5 General Conditions applicable to SDS SEPARATION's Warranty

- a) **Maximum Extension of Warranty Period**
The warranty period for any part of the SCOPE OF SUPPLY which is repaired or replaced shall be for the applicable period specified under 6.1 through 6.3 or the remainder of the original warranty period, whichever period is longer. Under no circumstances shall the repaired, replaced or re-performed warranty period extend for a period of time which is greater than 50% of the original period.
- b) **Inspection of Equipment and Services**
CLIENT shall ensure that inspection of SDS SEPARATION's SCOPE OF SUPPLY and the issuance of a written notice of FINAL ACCEPTANCE shall occur within seven (7) days of receiving SCOPE OF SUPPLY. If a written notice of FINAL ACCEPTANCE is not received, then FINAL ACCEPTANCE will be deemed to have occurred fourteen (14) days after CLIENT or END USER has received SDS SEPARATION'S EQUIPMENT or ENGINEERING SERVICES or fourteen (14) days after the completion of SDS SEPARATION'S FIELD SERVICES, or when put into operation, whichever occurs sooner.
- c) **Place where Warranty Work will be executed**
SDS SEPARATION reserves the right to require that CLIENT or END USER return the SCOPE OF SUPPLY or parts thereof to SDS SEPARATION'S production facility to provide proper warranty service. In such cases, SDS SEPARATION shall reimburse CLIENT or END

USER for the reasonable costs paid for sea or land transportation of the SCOPE OF SUPPLY. If the return of the SCOPE OF SUPPLY to SDS SEPARATION's production facility is not required, then SDS SEPARATION shall use its best efforts to perform the warranty work at CLIENT'S or END USER's facility, and as soon as reasonably practicable after receipt of written notification by the CLIENT or the END USER. CLIENT or END USER shall make the SCOPE OF SUPPLY available for SDS SEPARATION to repair or replace. SDS SEPARATION shall not be responsible for the disassembly, removal or reinstallation of the SCOPE OF SUPPLY.

- d) **Early termination of Warranty Period**
The warranty periods stipulated in 6.1 through 6.3 above shall terminate if CLIENT or a third party undertake inappropriate or improper modification or repairs, or if the CLIENT, in case of a defect, does not as soon as reasonably possible take appropriate steps to mitigate damages and to notify SDS SEPARATION in writing immediately of its obligation to remedy such defect, describing the defect as detailed as possible.
- e) **Exclusion from SDS SEPARATION's Warranty**
Excluded from SDS SEPARATION's warranty and liability for defects are all deficiencies which cannot be proved to have their origin in bad material, faulty design (if applicable), or poor workmanship. Also excluded from SDS SEPARATION's warranty and liability for defects are deficiencies resulting from normal wear and tear, improper maintenance, failure to observe the operating instructions provided by SDS SEPARATION or deficiencies resulting from other reasons beyond SDS SEPARATION's control, including damages caused by erosion or corrosion. For supplies and services of those subcontractors prescribed by the CLIENT, SDS SEPARATION assumes warranty, guarantee and/or liability for defects only to the extent that such subcontractors assumed warranty, guarantee and/or liability obligations in its contract with SDS SEPARATION.
- f) **Dismantling and Reassembly**
To the extent necessary to remedy the defect, CLIENT or END USER shall, at their own expense, arrange for any dismantling and reassembly of EQUIPMENT.
- g) **No Additional Warranties or Representations**
SDS SEPARATION MAKES NO WARRANTY OR REPRESENTATION TO THE SCOPE OF SUPPLY OTHER THAN AS SPECIFIED IN THIS SECTION. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY

DISCLAIMED.

6.6 Hazard Warning Responsibility

CLIENT and SDS SEPARATION acknowledge that each have respective obligations with respect to maintaining compliance with all safety and health related regulations concerning SCOPE OF SUPPLY. CLIENT is familiar with the SCOPE OF SUPPLY and acknowledges its separate and independent knowledge of such risks, which are known in CLIENT'S industry. CLIENT shall maintain compliance with all safety and health related governmental requirements concerning SCOPE OF SUPPLY and shall take all reasonable and practical steps to inform, warn, and familiarize its employees, agents, contractors, and customers with all hazards associated therewith, including handling, shipment, storage, use, and disposal. CLIENT assumes as to its own employees, its independent contractors, and subsequent purchasers of the SCOPE OF SUPPLY sold hereunder, all responsibility for any and all necessary warnings or other precautionary measures. CLIENT shall defend at its own expense, indemnify fully and hold harmless SDS SEPARATION and its parents, subsidiaries, and affiliates and its and their agents, officers, directors, employees, representatives, successors, and assigns from and against any and all liabilities, losses, damages, demands, claims, penalties, fines, actions, suits, legal, administrative or arbitration proceedings, judgments of any jurisdiction, costs and expenses (including, but not limited to, attorney's fees and related costs) arising out of or in any manner related to CLIENT'S failure to provide necessary warnings or other precautionary measures in connection with the SCOPE OF SUPPLY sold hereunder.

7. OVERALL LIMITATION OF LIABILITY

SDS SEPARATION's total liability shall be limited to compensation for direct damage and to a maximum of the amount received by SDS SEPARATION of the price stipulated in the CONTRACT (excluding VAT) to a maximum of EURO 1.000.000,-, whereby a sequence of events is regarded as one event.

- SDS SEPARATION has insured itself against damage. SDS SEPARATION is in any case not liable for further damage and will not compensate for any further damage which CLIENT may suffer on the basis of the agreement entered into with SDS SEPARATION, however caused, including possible claims of liability against CLIENT by third parties. This is covered and actually compensated for by the insurance increased with SDS SEPARATION's deductible (own risk), except in case of wilful misconduct ("opzet") or gross negligence ("bewuste roekeloosheid").
- SDS SEPARATION's total liability for damage resulting from death or physical injury will in no event amount to more than € 1.000.000,- (one million euros), whereby a sequence of events is

regarded as one event.

- Direct damage is exclusively understood as:
 - a) The reasonable costs made in determining the cause and extent of the damage;
 - b) The reasonable costs incurred in prevention or limitation of the damage, to the degree that CLIENT can demonstrate that these costs have led to the limitation of the damage;
 - c) reasonable costs incurred to repair damage, insofar as CLIENT demonstrates that these costs have led to the repair of damage and SDS SEPARATION, upon written request, is unable to offer a timely solution to repair damage itself.
- SDS SEPARATION's liability for indirect damage, including consequential damage, loss of profit, loss of savings, mutilated and/or lost data, delays, losses, damage as a result of a failure of CLIENT to provide the required information or assistance, damage through corporate inactivity and/or claims from third parties against CLIENT, is expressly rejected.

8. EXPORT AND OTHER GOVERNMENTAL DOCUMENTS

8.1 SDS SEPARATION undertakes to provide the documents required by the authorities at SDS SEPARATION's place for the manufacturing and transportation EX WORKS of the SCOPE OF SUPPLY.

8.2 CLIENT undertakes to provide all other documents required, e.g. documents required by an authority at CLIENT'S or CLIENT'S customer's place, or the place where the SCOPE OF SUPPLY will be used.

8.3 SDS SEPARATION, CLIENT and END USER shall support and assist each other without undue delay with obtaining any necessary information or documentation required by any authority in connection with the CONTRACT. SDS SEPARATION's acceptance of the CONTRACT shall be subject to the receipt of all necessary export authorizations required from any governmental authority which has jurisdiction over this CONTRACT.

8.4 The CLIENT hereby represents and warrants that it is, and will remain in compliance with the requirements of all applicable export laws and regulations, including but not limited to EU law and the U.S. Export Administration Regulations and International Traffic in Arms Regulations. Such requirements include, but are not limited to obtaining all required authorizations or licenses for the export or re-export of any controlled item, product, article, commodity, software or technology. Without limiting the generality of the foregoing, the CLIENT hereby represents and warrants that it has not been, and is not currently, debarred, suspended or otherwise prohibited or restricted from exporting, re-exporting, receiving, purchasing,

processing or otherwise obtaining any item, product, article, commodity, software or technology regulated by any agency of the United States or any other state. The CLIENT agrees to indemnify and hold harmless SDS SEPARATION from any costs, penalties or other losses caused by, or related to, any violation or breach of the warranties contained in this provision.

9. FORCE MAJEURE

9.1 SDS SEPARATION shall not be liable for any non-performance, loss, damage, or delay so as a result of circumstances, which can be considered beyond SDS SEPARATION's fault, and for which SDS SEPARATION cannot be held accountable by law, legal act, or generally accepted practices, such as but not limited to severe weather conditions, fire, flood or war, riots, strikes or labour difficulty, illness, governmental acts such as but not limited to trade restrictions including embargoes, acts of the CLIENT or END USER, delays in transportation, inability to obtain necessary labour or materials from usual sources, or other causes beyond the reasonable control of SDS SEPARATION. In the event of delay in performance due to any such cause, the date of delivery or time for completion will be extended to reflect the length of time lost by reason of such delay. If the grounds for Force Majeure continue for more than six (6) months, either SDS SEPARATION or CLIENT may terminate the CONTRACT upon seven (7) days' written notice to the other party.

9.2 SDS SEPARATION shall be entitled to be compensated for the extra costs caused by the interruption, or, in case of termination, for the work done prior to termination and the expenses for non-cancellable procurements. CLIENT shall be entitled to receive the work for which it has paid.

10. CONFIDENTIALITY

10.1 SDS SEPARATION and CLIENT mutually commit themselves to the confidentiality of all data and information concerning each other's organization, clients, files and products and services, of which they become aware while working for each other or for CLIENT's clients. Data and information may only be used in order to carry out the agreement between parties.

10.2 CLIENT and its clients will not enter into any direct or indirect commercial, employment, or other such relations with employees from SDS SEPARATION during the agreement and for a period of 12 (twelve) months after termination or dissolution of the agreement, without the written consent of SDS SEPARATION. CLIENT will ensure that its clients will comply with the foregoing obligation.

10.3 In the event that CLIENT breaches this clause CLIENT will be charged, without further notification required, a fine of € 50.000,- (fifty thousand euros) for each breach, undiminished the right of SDS

SEPARATION to claim full compensation for damages incurred.

11. PERSONAL DATA

11.1 If CLIENT is the 'controller' ('verantwoordelijke') in terms of the General Data Protection Regulation (GDPR) and SDS SEPARATION is the processor of personal data in terms of GDPR for CLIENT, this clause is applicable.

11.2 CLIENT acknowledges that the data processing as instructed to SDS SEPARATION is lawful. CLIENT also acknowledges that it has ascertained that SDS SEPARATION offers appropriate technical and organizational measures as referred to in Article 28 paragraph 1 of the GDPR, which also includes security measures as referred to in Article 32 of the GDPR.

11.3 CLIENT will indemnify SDS SEPARATION against any allegation as a result of a violation of any person's privacy related to the foregoing.

12. FREE ISSUE MATERIALS

Materials supplied by CLIENT to SDS SEPARATION (e.g. samples to be processed or tested, product for usage in performance tests, materials to be used for implementation in the SCOPE OF SUPPLY, etc.) shall at all times remain the property of CLIENT and shall be sufficiently covered under CLIENT'S property insurance policy. Subject to Article 6 and 7 hereinabove, SDS SEPARATION shall be solely liable for damages caused by gross negligence or wilful misconduct to free issue materials.

13. MISCELLANEOUS

13.1 Applicable Laws and Jurisdiction

- a) The CONTRACT shall be construed and shall be interpreted in accordance with the laws of The Netherlands excluding and without application of any conflict of law rules.
- b) Nothing contained in this CONTRACT shall limit the rights of SDS SEPARATION available under the applicable law.
- c) In case of a dispute, the parties shall make their best efforts to resolve such dispute amicably. If an amicable resolution should not be possible, the competent court at Rechtbank Rotterdam (Netherlands) shall have exclusive jurisdiction. However, SDS SEPARATION reserves the right to initiate a claim against CLIENT at CLIENT'S location.
- d) Parties explicitly agree that the United Nations Convention on Contracts for the International Sale of Goods (CISG) is not applicable.

13.2 Assignment

The CONTRACT between SDS SEPARATION and CLIENT and the rights and obligations, which flow forth from this CONTRACT, cannot be transferred to a third party by CLIENT without the prior written consent from SDS SEPARATION. CLIENT gives SDS SEPARATION in

advance the right, without needing the explicit approval of CLIENT, to transfer the whole agreement or parts thereof to:

- a) holding-, sister- and/or subsidiary companies;
- b) a third party in the case of merger or acquisition of SDS SEPARATION.

In the event this happens, SDS SEPARATION will inform CLIENT.

13.3 Waiver of Rights

SDS SEPARATION's or CLIENT'S failure to exercise any of its rights shall not constitute or be deemed a waiver or a forfeiture of such rights.

13.4 Severability

If one or more terms (or part of a term) of the CONTRACT is nullified, determined to be void or unenforceable, or having lost their validity in another way, the other terms (or part of the term in question) of the CONTRACT will remain in force undiminished. With regard to terms (or part of the term) that are nullified, declared to be nullified, or having lost their validity in another way SDS SEPARATION and CLIENT shall make their best endeavours to replace such terms by a valid one covering the original commercial intention as far as legally possible.