

### Article 1: Applicability, Definitions

- These terms and conditions apply to all offers, quotations, and/or agreements of purchase and sale, as well as to all offers, quotations, and/or agreements for contracts, including agreements for the development or installation of climate control, air purification, and air treatment systems, agreements for the production of plastic products, and agreements for performing work on these installations and products, of Inno+, based in Panningen, hereinafter referred to as "Inno+." These general terms and conditions apply integrally to any amendments, follow-up or partial orders, and/or subsequent or partial assignments.
- The buyer or client of Inno+ will be further referred to as "the counterparty."
- "Written" in these general terms and conditions means communication by letter, email, fax, or any other form of communication that, considering current technological standards and social practices, can be equated with these.
- "Documents" in these general terms and conditions refer to the advice, calculations, drawings, reports, designs, etc., created or provided by Inno+ and/or supplied by the counterparty. These documents, including digital files, may be recorded in writing or on other information carriers such as CDs, DVDs, USB sticks, etc.
- "Information" in these general terms and conditions includes both documents and other (oral) data to be provided by Inno+ and/or the counterparty.
- "Goods" in these general terms and conditions include materials, parts, etc., used or needed by Inno+ for executing the work and those to be delivered to the counterparty within this context, as well as goods, materials, parts, etc., sold separately.
- The potential inapplicability of a (part of a) provision of these general terms and conditions does not affect the applicability of the other provisions.
- In the event of a discrepancy or conflict between these general terms and conditions and a translated version, the Dutch text shall prevail.
- If Inno+ has already provided these general terms and conditions to the counterparty multiple times, a lasting business relationship is considered established. In such a case, Inno+ does not need to provide the terms again to make them applicable to subsequent agreements.

### Article 2: Offers, Quotations

- All offers and/or quotations from Inno+ are non-binding. All offers and/or quotations from Inno+ are valid for a period of sixty (60) days from the date of the offer or quotation, unless a different validity date is specified in an offer/quotation.
- Inno+ reserves the right to withdraw its offer at any time. If the offer has already been accepted by the counterparty, Inno+ retains the right to withdraw the offer immediately upon receipt of the acceptance.
- Price and rate lists provided or displayed by Inno+ are subject to change. The counterparty cannot derive any rights from these.
- A composite price quotation does not obligate Inno+ to deliver a part of the goods or services included in the offer or quotation at a corresponding part of the price.
- If the offer or quotation is based on information provided by the counterparty and this information proves to be incorrect or incomplete, or changes afterward, Inno+ has the right to adjust the stated prices, rates, and/or delivery terms.
- Unless explicitly agreed otherwise in writing, a quoted price never includes:
  - the costs for groundwork, chopping, breaking, carpentry, repair, or other construction-related work;
  - the costs for connecting to gas, water, electricity, or other infrastructure (including the internet) for items supplied by Inno+;
  - any costs to prevent damage to or on items present at the counterparty's premises during the execution of agreed-upon work;
  - the costs for disposal of materials, building materials, waste, and crane costs for loading, unloading, and placing items.

### Article 3: Models, Samples, and Documents

- Displayed and/or provided samples and models, examples of documents, as well as statements of dimensions, capacities, and weights, along with images and other descriptions in brochures, promotional material, and/or on the Inno+ website are as accurate as possible but serve only as an indication. The counterparty cannot derive any rights from these. Due to construction changes, the actual implementation may differ from the aforementioned statements, images, and descriptions.
- The provided samples, models, and examples remain the property of Inno+.
- If the counterparty does not accept an offer or quotation, they must return all documents and items provided with the offer or quotation to Inno+ upon first request.

### Article 4: Formation of Agreements

- An agreement is concluded at the moment Inno+ receives a signed quotation from the counterparty and Inno+ does not revoke its offer or quotation within a reasonable time afterward. In the case of an order placed by phone, fax, or email, the agreement is concluded when Inno+ confirms this order in writing to the counterparty.

- An agreement is also concluded if the acceptance deviates on minor points from the offer or quotation. However, if the acceptance by the counterparty deviates on essential points, the agreement is only concluded if Inno+ agrees to these deviations in writing.

#### 3. Inno+ is only bound to:

- an assignment or order without a preceding offer;
  - oral agreements;
  - additions or changes to the general terms or the agreement;
- after confirming these in writing to the counterparty or when Inno+, without objection from the counterparty, starts executing the assignment, order, or agreements.

### Article 5: Prices, Rates, Costs

- The prices and rates specified in an offer, quotation, agreement, and/or price or rate list are exclusive of VAT.
- Unless the parties have agreed upon a fixed fee for the work, Inno+ will calculate its fee based on the number of hours worked, applying the agreed hourly rate or Inno+'s usual hourly rate.
- The term "hours worked" as used in these general terms and conditions also includes travel time (travel hours) incurred by Inno+ in executing the agreement.
- The hourly rates apply to regular working days, defined as Monday to Friday (excluding public holidays) from 08:00 to 17:00.
- For urgent assignments or if the work needs to be performed at the request of the counterparty outside the aforementioned working days, Inno+ has the right to charge a reasonable or customary surcharge on the hourly rate.
- If a dispute arises between the parties regarding the number of hours worked and/or billed, the time records of Inno+ are binding.
- Inno+ has the right to increase an agreed fixed fee if it becomes evident during the execution of the agreement that the agreed or expected amount of work was underestimated by the parties, without fault on the part of Inno+, and it is unreasonable to expect Inno+ to carry out the work at the agreed fee.
- If cost-increasing circumstances occur for Inno+ between the date of the agreement and its execution due to legislation and regulations, currency fluctuations, price changes by third parties or suppliers engaged by Inno+, or changes in the prices of required goods, Inno+ is entitled to adjust the agreed prices and rates accordingly and charge them to the counterparty.

### Article 6: Engagement of Third Parties

- If deemed necessary by Inno+ for the proper execution of the agreement, Inno+ may have certain deliveries and work carried out by third parties.

### Article 7: Obligations of the Counterparty

- The counterparty must ensure and guarantees that:
  - they provide all information necessary for the execution of the agreement (including permits, exemptions, rulings, etc.) on time and in the manner desired by Inno+;
  - any information carriers, files, etc., provided by the counterparty to Inno+ are free from viruses and defects;
  - Inno+ is informed before the start of work about any hygiene or safety protocols that apply at the work location;
  - Inno+ has access to the work location on the agreed dates and times. This location must comply with the applicable legal (safety) requirements;
  - third parties engaged by the counterparty carry out their work and deliveries in such a manner that Inno+ is not hindered and does not experience delays in the execution of the agreement;
  - the work location is in such a condition that Inno+ can perform and continue the work without hindrance;
  - Inno+ has timely opportunities to arrange for the supply, storage, and/or removal of (construction) materials and tools;
  - Inno+ can freely use the desired connections for electricity (power current), gas, and water at the work location without charge. Lost working hours due to water, gas, or power outages are at the expense of the counterparty;
  - Inno+ has free access to toilets, break rooms, and canteens;
  - sufficient facilities are available at the work location for waste collection, such as construction and chemical waste;
  - a space is available at the work location for the storage or safekeeping of Inno+'s tools, machines, materials, etc., without the risk of damage or theft.
- The counterparty ensures and guarantees that the information provided to Inno+ is accurate, complete, and reliable. Inno+ is not obliged to verify the accuracy, completeness, or reliability of the information provided. The counterparty is liable for any damage resulting from inaccurate and/or incomplete information and indemnifies Inno+ against claims from third parties in this regard.
- The counterparty is liable for loss, theft, and other damage to Inno+'s tools, machines, (construction) materials, etc., located at the counterparty's premises, insofar as the loss, theft, and damage were not caused by Inno+ or attributed

to Inno+. Loss, theft, and damage occurring outside regular working hours are always at the counterparty's expense and risk.

4. The counterparty permits Inno+ to place name indications and advertisements on the work location or the project free of charge.
5. If the counterparty fails to meet the obligations outlined in this article, Inno+ has the right to suspend the execution of the agreement until the counterparty fulfills their obligations.
6. If the counterparty fails to meet the obligations in paragraph 1, the resulting costs related to delays or lost working hours, the costs for performing additional work, storage costs, and other consequences will be at the expense and risk of the counterparty.

#### **Article 8: Delivery, (Completion) Deadlines**

1. Agreed (completion) deadlines are estimated and can never be considered final deadlines. Exceeding these deadlines does not obligate Inno+ to pay damages and does not grant the counterparty the right to refrain from fulfilling or suspending obligations arising from the agreement. Unless partial delivery has no independent value, Inno+ is entitled to deliver ordered items in parts.
2. The risk concerning delivered items transfers to the counterparty at the time of delivery. The delivery of items takes place Ex Works (Incoterms 2020), unless otherwise agreed by the parties. The shipment or transport of ordered items is at the expense and risk of the counterparty. The delivery of works and activities occurs according to Article 11 of these general terms and conditions.
3. If items and/or materials delivered by Inno+ for the execution of the agreement are present on the counterparty's premises prior to (completion) delivery, these items and/or materials are at the risk of the counterparty from the moment they are on the premises.
4. If it becomes impossible to deliver documents or items to the counterparty or to perform the agreed-upon work due to a cause within the counterparty's risk sphere, Inno+ has the right to store these documents, items, and/or materials, parts, etc., acquired for the work at the expense and risk of the counterparty. The counterparty must immediately reimburse Inno+ for these incurred costs.
5. If delivery is impossible for more than two weeks, Inno+ has the right to terminate the agreement, in whole or in part, with immediate effect through a written declaration, sell the materials and/or other items to third parties, and destroy any documents already created without any obligation for Inno+ to compensate for damages, costs, or interest. This does not affect the counterparty's obligation to reimburse any (storage) costs, delay damage, lost profits, or other damages.
6. Inno+ is entitled to deliver items that differ from what was agreed upon if such changes or deviations are required or necessary under the applicable laws and regulations for these items.

#### **Article 9: Progress, Execution of Agreement**

1. If the start, progress, or (completion) delivery of the work or the agreed delivery of items is delayed due to:
  - a. Inno+ not receiving all necessary information from the counterparty on time;
  - b. Inno+ not receiving any agreed (advance) payment from the counterparty on time;
  - c. other circumstances that fall under the responsibility and risk of the counterparty;

Inno+ is entitled to a reasonable extension of the (completion) delivery term and to compensation for the costs and damages incurred, such as waiting time.

2. If the agreement is executed in phases, Inno+ has the right to suspend the execution of parts that belong to the next phase until the counterparty has approved the results of the previous phase.
3. Inno+ strives to carry out the agreed work and deliveries within the agreed and planned time as much as reasonably possible. If the execution of the agreement needs to be expedited at the request of the counterparty, Inno+ is entitled to charge the overtime hours and additional costs incurred to the counterparty.
4. Costs related to the compliance with legal regulations and government orders are at the expense of the counterparty.
5. If, during the execution of the agreement, it becomes apparent that the work and/or deliveries cannot be carried out in the agreed manner due to unforeseen circumstances, Inno+ will consult with the counterparty about modifying the agreement. Inno+ will inform the counterparty about the consequences of the modification for the agreed prices, rates, and (completion) delivery terms. If the execution of the agreement becomes impossible as a result, Inno+ is entitled to full compensation for the work and deliveries already performed.
6. The counterparty must carefully review each draft version of the documents created by Inno+ (including designs) and promptly inform Inno+ of their response. Inno+ may require that the final version of the produced documents be initialed per page for approval by the counterparty or that the counterparty signs a written statement of approval for the final version. The counterparty may only use the produced documents after Inno+ has received the initialed final version or

the signed statement of approval.

7. If the counterparty does not respond within five (5) working days to the draft versions of the documents provided by Inno+, the draft version is considered the final version to which the counterparty is bound.

#### **Article 10: Additional Work**

1. "Additional work" refers to all additional tasks and deliveries requested by the counterparty or necessarily arising from the work that were not included in the offer, quotation, or assignment.
2. The settlement of additional work takes place:
  - a. when there are changes to the original assignment;
  - b. when there are unforeseen cost increases or decreases and deviations from calculable and/or estimated quantities.
3. The settlement of additional work occurs directly during the final settlement, unless the parties have agreed otherwise in writing.

#### **Article 11: Delivery and Approval**

1. The result of the work is considered delivered according to the agreement if the counterparty has checked the result and signed the delivery report or work slip for approval.
2. The work is also considered delivered according to the agreement if the counterparty has not filed a complaint with Inno+ within two (2) weeks after notification of completion, or earlier if the result/object has been used by the counterparty before this date.
3. Unfinished or pending work by third parties engaged by or on behalf of the counterparty that affects the proper use of the work's result does not influence the delivery.
4. Minor defects that can be easily resolved within an agreed maintenance period do not justify withholding approval, provided these do not impede use. If no maintenance period is agreed, a 30-day period after delivery applies.

#### **Article 12: Complaints and Returns**

1. The counterparty must inspect delivered items immediately and report visible defects, damage, or discrepancies in quantity on the delivery note or accompanying document. If these documents are absent, defects must be reported within one (1) week after receipt, confirmed in writing. Failure to report means the items are considered in good condition and conforming to the agreement.
2. If no specific warranty term is agreed, a one (1) year period after delivery applies.
3. Delivered documents not initially presented as drafts must be checked immediately for visible errors and reported within one (1) week, confirmed in writing.
4. Complaints about work must be reported within ten (10) working days, followed by written confirmation.
5. If a complaint is not reported within the specified timeframes, no appeal to an agreed warranty can be made.
6. Complaints do not suspend the counterparty's (payment) obligations.
7. The counterparty must allow Inno+ to investigate complaints and provide relevant information. Return shipping costs are borne by the counterparty unless the complaint is justified.
8. No complaints can be made for industry-standard or technically unavoidable deviations related to quality, quantity, dimensions, color, or finish.

#### **Article 13: Warranties**

1. Inno+ ensures that the agreed deliveries and work are carried out properly and in accordance with industry standards but does not provide any guarantees beyond what is expressly agreed between the parties.
2. If Inno+ produces documents or designs air scrubbers or systems/rooms for installations at the request and/or on behalf of the counterparty, its responsibility for accuracy or applicability does not extend beyond what is expressly agreed between the parties.
3. Inno+ guarantees that the items it delivers are free from design, material, and manufacturing defects for a period of one (1) year after (completion) delivery and guarantees the usual standard quality and soundness of the delivered goods during this period.
4. Inno+ relies on the information provided by the manufacturer or supplier about the properties of materials used for the agreement.
5. The warranty cannot be invoked as long as the counterparty has not paid the agreed price for the items and/or fee for the work.
6. If a warranty claim is valid, Inno+ will, at its discretion, either repair or replace the items free of charge, properly complete the agreed work, or refund or provide a discount on the agreed price or fee.

#### **Article 14: Liability**

1. Except for the explicitly agreed or provided warranties, guaranteed results, or quality standards, Inno+ accepts no liability.

2. Notwithstanding the previous clause, Inno+ is only liable for direct property damage. Any liability for consequential damage, such as delay damage, business damage, lost profits, and/or incurred losses, is expressly excluded.
3. If Inno+ is liable for damage suffered by the counterparty, Inno+'s obligation to compensate, notwithstanding the provisions of the previous clauses, is always limited to the amount paid by its (liability) insurer. If liability is not covered by insurance, compensation is limited to the invoice amount for the delivered goods or services, with a maximum of €250,000.
4. The counterparty must hold Inno+ liable for damages within six (6) months of becoming aware or should have become aware of the damage.
5. For assignments involving a CAR insurance or equivalent, Inno+ is only liable for damages not covered by that insurance.
6. Inno+ is not liable, and the counterparty cannot invoke applicable warranties if damage results from:
  - a. Improper use or use contrary to the intended purpose or provided instructions by Inno+;
  - b. Improper storage or incorrect installation by or on behalf of the counterparty;
  - c. Normal wear, erosion, or corrosion;
  - d. Instructions or installation by or on behalf of the counterparty;
  - e. Deviations from Inno+'s recommendations or standard practices;
  - f. Damage caused by process water emissions in the form of drops or vapor from air scrubbers;
  - g. Repairs or other work by or on behalf of the counterparty without Inno+'s prior consent.
7. The limitations in this article do not apply if damage results from deliberate intent or gross negligence by Inno+'s senior management, or if mandatory statutory provisions contradict these limitations.

#### Article 15: Payment

1. Inno+ always has the right to request (partial) advance payment or other payment securities from the counterparty.
2. For partial deliveries, Inno+ is authorized to invoice separately for the delivered part according to this article.
3. Unless otherwise agreed, invoices from Inno+ must be paid within thirty (30) days from the invoice date. The correctness of an invoice is established if the counterparty has not objected within fourteen (14) days from the invoice date.
4. If an invoice is not paid in full or an automatic payment fails after the due date, the counterparty owes Inno+ a late payment interest of 2% per month, calculated cumulatively on the principal sum. Partial months count as full months.
5. All collection costs are borne by the counterparty. Extrajudicial collection costs are at least 15% of the invoice amount, with a minimum of €150.
6. The full invoice amount is immediately due if payment of an agreed term is not met on the due date or if the counterparty is declared bankrupt, applies for suspension of payments, becomes subject to the legal debt restructuring scheme (WSNP), or if any attachment is levied against the counterparty. In such cases, the counterparty must inform Inno+ immediately.
7. The counterparty may not offset claims against Inno+ with any counterclaims it has. This applies even if the counterparty applies for suspension of payments or is declared bankrupt.

#### Article 16: Intellectual Property Rights

1. Inno+ retains ownership of all intellectual property rights related to or arising from the works, items, documents, etc., delivered or produced under the agreement unless otherwise agreed in writing. The exercise of these rights is expressly and exclusively reserved for Inno+, both during and after the execution of the agreement.
2. The counterparty receives only a non-exclusive, non-transferable, non-pledgeable, and non-sublicensable right to use the intellectual property rights of Inno+ as necessary to use the delivered items and the result of the services for the agreed purpose and exclusively for their own use. This means:
  - a. The counterparty may not use the documents delivered or created by Inno+ outside the context of the agreement, may not provide these documents to third parties, allow third-party access, or reproduce them without prior written consent from Inno+;
  - b. The counterparty may not imitate, modify, or reproduce the works, items, or parts thereof delivered or produced by Inno+ without prior written consent from Inno+.
3. The counterparty guarantees that any documents and files provided to Inno+ do not infringe on the copyright or other intellectual property rights of third parties. The counterparty is liable for any damages suffered by Inno+ due to such infringements and indemnifies Inno+ against claims from third parties.

#### Article 17: Retention of Title

1. Inno+ retains ownership of all items delivered or to be delivered under the agreement until the counterparty has fulfilled all payment obligations to Inno+.

2. The payment obligations referred to in the previous clause include paying the purchase price for the items, along with claims for services related to the delivery and claims for the counterparty's attributable failure to fulfill its obligations, such as compensation claims, extrajudicial collection costs, interest, and possible penalties.
3. If identical, non-distinguishable items are delivered, the items associated with the oldest invoices are considered sold first. The retention of title, therefore, always applies to all delivered items in the counterparty's inventory, store, and/or property at the time of invoking the retention of title.
4. If the counterparty fails to meet its obligations, Inno+ is entitled to reclaim the items it owns at the counterparty's expense. In that case, Inno+ and its employees have the irrevocable right to enter the counterparty's premises and reclaim the items under retention of title.
5. Items subject to retention of title may be resold by the counterparty in the course of normal business operations, provided the counterparty stipulates a similar retention of title with its customers for the delivered items.
6. The counterparty may not pledge items under retention of title or transfer them as collateral.
7. The counterparty must notify Inno+ immediately if third parties claim ownership or other rights to items subject to retention of title.
8. The counterparty must store items subject to retention of title carefully and as identifiable property of Inno+.
9. The counterparty must ensure that items delivered under retention of title are insured at all times under a business or home contents insurance and must provide Inno+ access to the insurance policy and payment receipts upon request.
10. If Inno+ exercises its right to reclaim items delivered under retention of title, Inno+ retains the right to claim damages, lost profits, and interest and to terminate the agreement without further notice by written declaration.
11. Inno+ is not liable for any damage of any kind resulting from its exercise of the retention of title right.

#### Article 18: Termination, Including in Case of Bankruptcy, etc.

1. Inno+ has the right to terminate the agreement without liability for any resulting damage through written notice to the counterparty if the counterparty:
  - a. Is declared bankrupt or has filed for bankruptcy;
  - b. Applies for (temporary) suspension of payment;
  - c. Is subject to an executory attachment;
  - d. Is placed under guardianship or administration;
  - e. Otherwise loses the power of disposition or legal capacity over its assets or parts thereof;
  - f. Fails to fulfill its obligations under the agreement or these general terms and Inno+ has provided a reasonable period for compliance without the counterparty fulfilling its obligations.

#### Article 19: Force Majeure

1. If Inno+ is prevented from fulfilling the agreement due to force majeure, it has the right to terminate the agreement for the non-executable part through written notice to the counterparty or suspend its obligations for a reasonable period without being liable for any compensation.
2. Force majeure for Inno+ includes war, riots, mobilization, domestic and foreign unrest, government measures, illness and/or strikes within Inno+ and/or the counterparty's organization, disturbances in existing currency relationships, business interruptions due to fire, burglary, sabotage, power outages, internet or telephone outages, cyberterrorism, or similar cyberattacks, security incidents, natural phenomena, natural disasters, etc., as well as transport difficulties and delivery problems due to weather, roadblocks, accidents, import and export restrictions, etc.
3. If the force majeure situation lasts longer than six (6) weeks, the counterparty may also terminate the agreement for the non-executable part through written notice.
4. If the force majeure situation occurs after partial execution of the agreement, the counterparty must fulfill its obligations up to that point. Inno+ may invoice separately for any partial performance.

#### Article 20: Cancellation and Suspension by the Counterparty

1. If the counterparty wishes to cancel the agreement before or during its execution, they owe Inno+ compensation to be determined by Inno+. This compensation includes all costs incurred by Inno+ and the losses it suffers due to the cancellation, including lost profits. Inno+ is entitled to fix the compensation and, at its discretion and depending on the work or deliveries already performed, charge the counterparty 20% to 100% of the agreed price.
2. If the counterparty cancels or reschedules a scheduled appointment less than two (2) working days in advance, Inno+ is entitled to charge the time reserved for that appointment at the agreed or, in its absence, customary hourly rate.
3. If the execution of the agreement is suspended at the counterparty's request, the counterparty is liable for the costs and damages incurred by Inno+ as a result.

#### **Article 21: Data Protection**

1. Inno+ will comply with its obligations arising from the General Data Protection Regulation (GDPR), the Dutch GDPR Implementation Act, and, upon its enactment, the ePrivacy Regulation, and related laws and regulations, when collecting and processing personal data in the context of the agreement for or on behalf of the counterparty, and will take appropriate protective measures.
2. If Inno+ must be regarded as a processor under the GDPR, the counterparty will, at Inno+'s request, enter into and sign a written data processing agreement with Inno+ in addition to what is stated in this article, in accordance with the model provided by Inno+.
3. The counterparty indemnifies Inno+ against all claims from third parties (including users and government authorities), financial government sanctions, and costs (including legal fees) arising from the counterparty's breach of any legal provision regarding the processing of personal data.

#### **Article 22: Representation**

1. If the counterparty acts on behalf of one or more others, it is liable to Inno+ as if it were itself the counterparty, notwithstanding the liability of those others.
2. If Inno+ enters into an agreement with two or more natural or legal persons, all clients are jointly and severally liable for the full amount to Inno+.
3. If Inno+ enters into an agreement with a company under incorporation, the founders remain jointly and severally liable for the full amount even after the agreement is ratified.

#### **Article 23: Governing Law / Competent Court**

1. The agreement between Inno+ and the counterparty is exclusively governed by Dutch law.
2. Any disputes will be submitted to the competent court in the location where Inno+ is established, although Inno+ reserves the right to submit a dispute to the competent court in the country or location where the counterparty is based.

