

# General Terms & Conditions

Version September 2023

1. **PARTIES** – Procraft BV is a private company with limited liability under the Laws of the Netherlands, doing business as Eqraft, hereinafter referred to as Eqraft or Contractor. The other party is referred to as Client. Eqraft and Client are jointly referred to as Parties.
2. **APPLICABILITY** – These General Terms and Conditions apply to all drawings, quotations, offers, agreements, orders, and contracts made by or with Eqraft. Deviations are only valid if mutually agreed in writing. Client's general (purchasing) conditions are expressly rejected.
3. **CONFIDENTIALITY** – Parties agree to keep confidential any confidential, proprietary or sensitive information shared during their business relationship, using it solely for their collaboration and taking reasonable organizational, legal, technical and other measures to prevent unauthorized disclosure within and outside their organizations. This article applies to information provided in any form such as oral, written, digital, drawings, including all modified, derived, analyzed and enriched information. Information shall be treated as confidential in the event: the information is explicitly marked as “confidential”, “secret” or any similar indication; or the receiving party reasonably knows or should know that the information is of a confidential nature, such as commercial, financial and strategic business information, know-how, technical information and drawings.
4. **RETURN OF INFORMATION** – All information shared through the Parties shall remain the property of the party who provided the information. Upon first request of the party who provided the information, the receiving party shall immediately cease and desist any use of the information and shall immediately return or destroy all information and eventual copies thereof.

5. **ACCURACY AND COMPLETENESS** – Ecraft may assume the information provided by Client is accurate and complete for quoting and executing agreements. Client cannot derive any rights from advice and information provided by Ecraft that is not directly related to the contract.
6. **OFFERS** – Except as otherwise agreed in writing, offers are valid for 7 days after issuing, prices stated are in Euros and exclude VAT, government levies, taxes, and costs for storage, transportation, loading, unloading, and customs formalities.
7. **PRICES** – Ecraft may pass on to the Client an increase in cost-determining factors that occurs after entering into the agreement. All work, equipment or options that are not part of the quotation and accompanying drawing(s) are excluded from the agreement.
8. **COLORS** – Equipment comes in Ecraft colors (RAL 9003, 9004, 9006, 1021) and with blue conveyor belts.
9. **CLIENT'S RESPONSIBILITIES** – Client is responsible for and bears the risk and costs of:
  - a. timely obtaining all permits, exemptions and other decisions to carry out the work;
  - b. safely and properly accessible grounds, buildings, workplaces, and transit routes;
  - c. all construction, digging, demolition, relocation or removal of obstacles;
  - d. sufficient space for the temporary storage of components;
  - e. sufficient hoisting and transport means at the location;
  - f. 400/480 Volts, 50/60 Hz, 3 phases + Grounding + Zero conduction to 4% deviation;
  - g. high speed internet cable to the Ecraft control cabinet(s);
  - h. at least 8 bar of conditioned dry air to the required Ecraft control cabinet(s);
  - i. removal of waste, debris, packaging, and residual materials;

- j. measures to prevent and limit damage, loss or theft;
  - k. adequate insurance for ground, buildings, goods and staff of Client and Eqraft.
10. **TEMPERATURE** – For correct installation and functioning of the equipment, the ambient temperature must be between 5 and 40°C or 41 and 104°F, and control cabinets should be kept at room temperature by and at the expense of Client. Eqraft is not responsible for delivering, installing, operating or maintaining air-conditioning in whatever form.
11. **DELIVERY TIME** – Delivery times are approximate and may change due to unforeseen circumstances, additional work, and if the Client fails to fulfill its responsibilities. Client is responsible for additional costs, damages and lost profits caused by delays attributable to Client. Exceeding the agreed delivery period is not a material breach and does not give Client the right to compensation or to terminate the agreement or to suspend the agreed upon payment schedule.
12. **FORCE MAJEURE** – Both parties are exempt from their obligations in case of and for the duration of force majeure. If the force majeure has lasted for six months, both Parties have the right to terminate the agreement with immediate effect, but only for the part of the obligations that Eqraft has not yet fulfilled. Parties are not entitled to compensation for the damages suffered or to be suffered as a result of force majeure, suspension or termination as meant in this article.
13. **DELIVERY & RISK** – Unless otherwise agreed in writing, delivery takes place when Eqraft at its business location, makes the goods available to the Client and has informed Client that the good is at its disposal. From that time onwards, Client bears the risk of the good in terms of storage, loading, transport, and unloading among others. The work is considered to be delivered once Client has approved the work or Client fails to complain in writing, stating reasonable grounds, within 14 days of Eqraft's notification to Client that the work has been completed. Minor defects do not prevent delivery.

14. **OWNERSHIP** – Ecraft retains ownership of the delivered goods until Client has fully met its obligations under any agreement with Ecraft. While the goods are under retention of title, the Client is prohibited from encumbering, selling or disposing of them.
15. **CERTIFICATION** – Certifications and associated costs other than CE are not included, unless otherwise agreed in writing. CE stands for Conformité Européenne, French for European Conformity, which affirms the products are in conformity with relevant European legislation.
16. **INTELLECTUAL PROPERTY RIGHTS** – Ecraft is considered to be the maker, designer or inventor of the works, models or inventions created in the context of the agreement. Ecraft therefore has the exclusive right to apply for a patent, trademark or model. Ecraft will not transfer any intellectual property rights to Client in the implementation of the agreement, except as explicitly otherwise agreed in writing. If the performance to be delivered by Ecraft (also) includes providing software, the source code will not be handed over to Client. Ecraft disclaims liability for damages that the Client suffers as a result of an infringement of third-party intellectual property rights.
17. **LICENSE** – Ecraft equipment will initially be delivered with a limited license for temporary use up until commissioning. A perpetual license will be provided as soon as Ecraft has received full payment of all installments. Client will only acquire a non-exclusive, worldwide and perpetual license for use for the software solely for the purpose of the normal use and proper functioning of the good. Client is not permitted to transfer the license or to issue a sub-license. When Client sells the good to a third party, the license transfers by operation of law to the acquirer of the good.
18. **PROMOTIONAL ACTIVITIES** – Client and Ecraft shall jointly coordinate promotional activities and reference visits to Client's premises.

19. **GUARANTEES** – Ecraft guarantees the proper execution of the work for 12 months after commissioning, based on 8-hour workdays, except normal wear and tear, provided that the work has been performed exclusively by authorized Ecraft personnel and has not been modified by the Client or any other third party, except with prior written consent from Ecraft. Not covered by any guarantee are burned motors, incorrect operation or maintenance, and damages or defects due to faulty or unsuitable goods originating from or prescribed by Client.
20. **REMEDIES & DAMAGES** – Violation of this agreement entitles the non-breaching party to seek remedies or monetary damages. The non-breaching party can also recover reasonable attorney fees and costs. The pursuit of any remedy shall not waive any other rights or remedies available under applicable laws.
21. **TERMINATION BY EQRAFT** – Ecraft can suspend or terminate the agreement if Client fails to fulfill its obligations, in which case Client shall compensate Ecraft for the costs, damages and lost profit as a result of the suspension or termination.
22. **TERMINATION BY CLIENT** – Client cannot terminate the agreement without Ecraft's consent. If Ecraft agrees to the termination, Client must pay a compensation immediately. The compensation amount will be the agreed price minus the savings for Ecraft due to the termination, and it will be at least 20% of the agreed price. In cases where the price is based on Ecraft's actual costs (cost-plus basis), the compensation is estimated by considering the total costs, labor, and profit that Ecraft would have earned for the entire agreement.
23. **LIABILITY** – Ecraft's obligation to compensate damages – regardless of the grounds – is limited to the damage against which Ecraft is covered under an insurance policy taken out by it or on its behalf. However, the scope of this obligation is never greater than the amount paid out under this insurance in the case in question. If, for whatever reason, Ecraft does not have the right to invoke the foregoing, the obligation to compensate damage is limited to a maximum of 15% of the total contract amount (excluding VAT). Consequential

damages (including inter alia business interruption losses, loss of production, loss of profit, penalties, transport costs and travel and subsistence expenses) do not qualify for compensation.

24. **INDEMNIFICATION** – Client indemnifies Ecraft against all third-party claims due to the performance of the agreement, intellectual property rights, and product liability as a result of a defect in a product that has been delivered by Client to a third party and of which the products or materials supplied by Ecraft are a part.
  
25. **APPLICABLE LAW** – Dutch law applies and disputes will be submitted to the competent court. The Vienna Sales Convention (CISG) does not apply, nor does any other international regulation that may be excluded. If a provision is null or voidable, other provisions remain.