



## GENERAL TERMS AND CONDITIONS OF ROYAL EIJKELKAMP B.V.

### 1. Definitions

**Royal Eijkelkamp:** the Royal Eijkelkamp entity as specified in the respective order.

**Client:** the natural or legal person who enters into a contract with Royal Eijkelkamp.

**Auxiliary Person:** a natural or legal person, including an employee of Royal Eijkelkamp, who is engaged by Royal Eijkelkamp for the execution of the contract.

“Written” and “in writing” includes email.

### 2. Applicability

2.1 In the event of conflict between the provisions of the contract and these General Terms and Conditions, the provisions of the contract shall prevail.

2.2 These General Terms and Conditions apply to all requests for proposal of the Client, proposals and offers by Royal Eijkelkamp as well as orders, contracts, agreements, provision of services and other legal relationships between the Client and Royal Eijkelkamp. Client accepts these General Terms and Conditions by the simple act of placing an order.

2.3 These General Terms and Conditions are available in both Dutch and English. In case of differences in interpretation, the English text shall prevail.

2.4 If one or more provisions of these General Terms and Conditions are null and void or (become) invalid or otherwise unenforceable, this shall not affect the validity of the remaining provisions of these General Terms and Conditions. Royal Eijkelkamp and the Client will then do their utmost to reach agreement on a provision that is as close as possible to the purport of the void provision.

2.5 A Client who has previously contracted under the current conditions accepts the applicability of these General Terms and Conditions to subsequent contracts between Client and Royal Eijkelkamp.

2.6 Royal Eijkelkamp may change these General Terms and Conditions. The changes shall enter into force thirty days after Royal Eijkelkamp has communicated the changes to the Client in writing.

2.7 The conditions of the Client, under whatever name, are expressly rejected.

2.8 Different and/or additional conditions and/or the Client's own conditions, are only applicable if and when these have been accepted by Royal Eijkelkamp in writing and in that case only for the agreement in question.

### 3. Offers and confirmations – conclusion of the agreement

3.1 All offers are non-binding for Royal Eijkelkamp unless specifically stated otherwise in writing. Royal Eijkelkamp is not liable for errors or deviations from samples, drawings, indicated measurements, weights, models, colours and/or other information provided by Royal Eijkelkamp to the Client.

3.2 When placing orders, the Client must provide all relevant information with regard to invoice instructions, delivery address, import licences (where applicable), transport markings, as well as instructions for the route to be followed and the preferred transportation method.

3.3 Royal Eijkelkamp's products are designed for use in a moderate climate. Accuracy is only guaranteed for temperatures in the range 0°C to 35°C, unless otherwise specified in the product specification.

3.4 Orders shall only become binding upon Royal Eijkelkamp after they have been accepted or confirmed in writing by Royal Eijkelkamp. If no previous written acceptance or confirmation of an order has been made, the agreement comes into force as a result of Royal Eijkelkamp complying fully or partially with an order, or on the basis Royal Eijkelkamp having sent the Client an invoice.

3.5 Obvious errors and misprints in offers, order confirmations and invoices can be rectified by Royal Eijkelkamp at any time.

### 4. Changes and cancellations

Changes to and cancellations of any order, contract or agreement are not possible unless agreed with and confirmed in writing by Royal Eijkelkamp. Royal Eijkelkamp may attach further conditions to such acceptance. If the Client wishes to reduce or cancel an order, contract or agreement or if an order, contract or agreement is reduced or cancelled by Royal Eijkelkamp due to reasons attributable to the Client, the Client is responsible for reimbursing Royal Eijkelkamp for all damages, including loss of profits, and all costs arising from such reduction or

cancellation, subject to a minimum charge of 10% of the reduction of the invoice value.

#### 5. Prices

5.1 The prices specified by Royal Eijkelkamp are “Ex Works” (Incoterms 2020), Giesbeek and excluding VAT. Packaging costs, freight costs, postal charges, insurance costs and other costs, port fees, export and import duties and all other fees and taxes are for the Client’s account and shall be invoiced separately, where applicable.

5.2 The prices specified by Royal Eijkelkamp are non-binding and are dependent on price changes made by suppliers, exchange rates, price swings and other price determinative factors. Royal Eijkelkamp is entitled to pass on to the Client any price increases that become effective before the order has been confirmed in accordance with Article 3. Royal Eijkelkamp retains the right to charge administration costs for the supply of items below an invoice value of EUR 1,000.

#### 6. Delivery and delivery time

6.1 Delivery of the goods takes place “Ex Works” (Incoterms 2020), Giesbeek without packaging, unless expressly otherwise agreed in writing and/or expressly stated otherwise in the applicable price list(s).

6.2 The delivery times are indicative only . Time is not of the essence. Exceeding such delivery times shall not give the Client the right to cancel the order or to refuse delivery or payment for the goods, nor shall it oblige Royal Eijkelkamp to pay any compensation or reimbursement to the Client.

6.3 If goods have not been collected by the Client, for reasons not attributable to Royal Eijkelkamp, after Royal Eijkelkamp has informed the Client the goods are ready for delivery, the goods shall be held at the disposal of the Client and shall be stored at the Client’s own expense and risk. In that case, in addition to the (storage) costs incurred, Royal Eijkelkamp will charge a monthly rate of interest of 1% of the invoice value up to the moment of final payment, notwithstanding its other rights in law and according to these General Terms and Conditions..

#### 7. Transportation, risk and insurance

If it has been agreed upon that Royal Eijkelkamp will arrange the transport of the goods, such transport shall be at the Client’s expense and risk . If transport cannot take place due to reasons

beyond the reasonable control of Royal Eijkelkamp , Royal Eijkelkamp shall have the right to store the goods ready for transport or to arrange for these goods to be stored at third party’s premises at the expense and risk of the Client. Any and all outstanding invoices for these goods shall at that moment automatically be due and payable..

#### 8. Inspection of the goods and claims

8.1 Client shall properly inspect the goods upon delivery. Claims in regard to deliveries have no effect on other agreements or the contractual relations between the parties. Claims must be made by the Client in writing to Royal Eijkelkamp as soon as possible and must have reached Royal Eijkelkamp within fourteen days from the delivery of the goods or, if it was not possible to discover the defect(s) upon inspection at delivery, , within fourteen days of the actual discovery of such defect(s) (but never later than twelve months following delivery). Claims must be made by means of a precise written statement of the nature and the ground of the complaint, must be accompanied by the packing slip and must quote the invoice number. Claims not made within the aforementioned periods will not be entertained. External transport damage must be reported on the freight note and the Client must demonstrate this damage by means of photographs.

8.2 The processing or use of the goods by the Client or the Client placing such goods under the authority of any third party shall nullify the right of claim as described in paragraph 1 of this Article. Minor deviations in quality or quantity and deviations that are regarded as tolerable within the sector shall confer no right of claim. If a claim is substantiated, Royal Eijkelkamp , in its sole discretion, has the right, in exchange for the return of the faulty goods, to credit the Client for the faulty goods, to repair the faulty goods, or to proceed to re-delivery or reprocessing of the goods in question.

8.3 The Client is not entitled to return delivered goods under any circumstances, unless Royal Eijkelkamp has given its prior written approval . If the Client should nonetheless return goods in conflict with this Article 8, insofar as such goods are not refused by Royal Eijkelkamp , the goods shall be held at the disposal of the Client at the Client’s expense and risk, without acknowledgement of the appropriateness of any later claim against the warranty being capable of being construed from such course of action.



## 9. Warranty and liability

9.1 Royal Eijkelkamp provides a warranty in respect of new goods supplied by Royal Eijkelkamp for a period of 12 months following delivery unless expressly agreed otherwise in writing. All goods or components of such goods in which defects might arise during this period as a result of faulty construction or faulty material will (at the sole discretion of Royal Eijkelkamp) be repaired or replaced by Royal Eijkelkamp free of charge, subject to the condition that such defects are brought to the attention of Royal Eijkelkamp in writing immediately following discovery of the same, and in all cases within the periods referred to in article 8. The warranty does not apply to damage caused as a result of inappropriate use of the goods or failure to (correctly) comply with the instructions. The warranty period for replaced or repaired (components of) goods is not extended beyond the original warranty period for these (components of) goods.

9.2 Products shall only be sent back to Royal Eijkelkamp for repair or replacement - at the Client's own risk and expense - after Royal Eijkelkamp has given its prior approval in writing. If a repair or replacement has to be done on site or at the Client's premises, any travel time, travel costs and accommodation expenses or returning / transport costs are for the Client's account.

9.3 If the warranty relates to a product manufactured by a third party, the warranty is limited to the warranty provided by the manufacturer concerned and will be handled directly by that manufacturer.

9.4 If the Client carries out repairs or alterations during the warranty period or has such work being carried out on his behalf without the prior written permission of Royal Eijkelkamp, or fails to comply with his payment obligations, all warranty obligations shall immediately lapse. The Client is not entitled to refuse payment for the goods on the ground that Royal Eijkelkamp has not, not fully or not timely complied with its warranty obligations.

9.5 Without prejudice to the foregoing, unless there is an instance of gross negligence or intent, Royal Eijkelkamp shall under no circumstances be liable for any indirect damages, such as, but not limited to, consequential damages, loss of profit, loss of turnover, loss of savings, loss due to business interruption, third-party claims, delay, disruption or any other form of operational damages under

whatever heading or of whatever description, caused to or by goods delivered by Royal Eijkelkamp, or for damage caused to Client's property. All liability on the part of Royal Eijkelkamp under any heading whatsoever shall in all cases be limited to the amount that its insurer actually pays for the case in question, plus the applicable excess. If the applicable insurance provides no or insufficient cover, Royal Eijkelkamp's liability shall in all cases be limited to the amount of the purchase price of the respective goods already paid by the Client at the time of the claim. The Client indemnifies Royal Eijkelkamp against any and all liability towards third parties as a result of any defect in the goods.

9.6 The right to claim compensation lapses if the Client has not brought its action at law against Royal Eijkelkamp within six months after becoming aware of the damage. Royal Eijkelkamp's liability lapses in all cases after three years after a situation giving rise to a possible claim has occurred.

9.7 Royal Eijkelkamp is not responsible for:

- (1) data used in connection with the goods, including Client's compliance with applicable laws, regulations, or other duties or restrictions which apply to Client's collection, processing, use, disclosure, or distribution of data (including, but not limited to, Personal Data);
- (2) Client's export of the goods or information derived therefrom; or
- (3) disposal of the goods.

## 10. Additional warranty conditions for sonic drill rigs with sonic head and tooling

10.1 New Sonic drill rigs with Sonic head carry a warranty for a period of 12 months after delivery or 750 engine hours in service (whichever occurs first) which will only apply if all following conditions are met:

- (1) The individual driller(s) is/are trained by Royal Eijkelkamp and a written certification has been provided indicating successful completion of the training.
- (2) The Sonic drill rig with Sonic head has been maintained according to the manuals.
- (3) A record of all these maintenance and repair actions has constantly been kept up to date in the logbook(s) provided.
- (4) In case of a warranty claim, the logbook(s) needs to be sent in, where applicable together with the parts claimed. The Client shall further provide all

information requested by Royal Eijkelkamp in order to allow Royal Eijkelkamp to assess the claim

(5) Maintenance and repair of the drill head interior was executed by Royal Eijkelkamp or an A-level certified distributor only and this maintenance was effectuated in time, according to the maintenance schedule provided. Royal Eijkelkamp offers maintenance contracts for this purpose.

(6) Oils and filters have been changed according to the maintenance schedule.

(7) Hour counter(s) was/were and is/are operational. It is not allowed to demount an hour counter or to break a seal.

(8) Parts that directly influence the functioning of the Sonic drill rig and head such as hydraulic pumps, hydraulic oils and oil filters, oil coolers and such have been maintained according to the maintenance schedules provided. Logbooks must be available to prove this.

(9) The foot clamp centre is placed in-line with the drill heads spindle.

(10) The tooling which is used has been approved by Royal Eijkelkamp .

(11) There is no other sign of mistreatment, abuse or neglect of equipment directly related to the Sonic drill rig and head.

The warranty does not apply to leaking hydraulic fittings, burst or leaking hydraulic hoses, replacing loose or missing bolts and hydraulic oil replacement. Repair and/or replacement of such items are considered as normal maintenance obligations of the Client.

10.2 Tooling. Due to the variability and uncertainty of field conditions, geologies, experience of the driller and intensity of use and applied maintenance and care the warranty on tooling only applies for faulty manufacturing and faulty materials. If the Client has any doubt regarding the lifetime of a tool (parts), then the Client is required to send in the broken or worn part back to Royal Eijkelkamp at the Client's expense, completed with a report how and how much it has been used and under which circumstances. Royal Eijkelkamp will then examine the part to determine the cause of damage or breakage. Royal Eijkelkamp has final word of determination of the cause.

#### 11. Retention of title

11.1 Without prejudice to the stipulations of these General Terms and Conditions, all goods delivered by Royal Eijkelkamp at any time remain the property of Royal Eijkelkamp until the moment of full payment of all claims against the Client that fall

within the framework of article 3:92 BW (Dutch Civil Code), that arise from any cause whatever and without regard to the exigibility of such claims, including interest charges and costs.

11.2 The Client is not authorised to pledge or transfer the ownership of the goods nor to extend any other right pertaining to such goods to third parties until full payment for the goods has been made. Parties agree the goods, before full payment for the goods has been made, are not capable of being pledged or encumbered, this being an inseparable quality of the goods (in Dutch: "heeft goederenrechtelijke werking") and not merely a contractual agreement between the Parties.

In the case of any infringement of this condition, Royal Eijkelkamp has the right to repossess all goods delivered by Royal Eijkelkamp or to have such goods repossessed on its behalf from the location in which such goods are to be found, without any authorisation from the Client or intervention by a court of law being required for this purpose. All other claims of Royal Eijkelkamp against the Client shall then immediately become due and payable.

11.3 In the event that a third party intends to serve a garnishment order against the goods delivered subject to retention of title or intends to establish or execute rights with respect to such goods, the Client has the obligation to notify Royal Eijkelkamp as quickly as possible. The Client has the obligation to insure the goods delivered subject to retention of title, to keep these goods insured against theft, fire, explosion and water damage and to submit this insurance policy and the insurance payment receipts to Royal Eijkelkamp for inspection at Royal Eijkelkamp's first request.

#### 12. Payment

12.1 Unless otherwise agreed in writing, all invoices must be paid within 30 days of the date of the invoice without any discount, deduction or setoff. Should the Client fail to make payment within the agreed payment period, he shall be in default by virtue of the simple expiry of that payment period and without necessity for any further placement in default or warning. If the Client fails to pay Royal Eijkelkamp 's invoice within the payment period referred to above, the Client will owe Royal Eijkelkamp interest on the outstanding amount at the Dutch statutory commercial interest rate plus 2%-points, from that moment.



12.2 If the Client fails to perform one or more of its obligations towards Royal Eijkelkamp or fails to do so in time, the Client will reimburse Royal Eijkelkamp for all extrajudicial and judicial costs that Royal Eijkelkamp incurs, including collection costs, subject to a minimum of the amounts calculated in accordance with the Dutch Extrajudicial Collection Costs (Fees) Decree [Besluit vergoeding voor buitengerechtelijke incassokosten] or the court-approved scale of costs for district courts and courts of appeal. The full extrajudicial costs shall in any case be due and payable by the Client where Royal Eijkelkamp has secured the services of a third party for the collection of the amounts due.

12.3 Royal Eijkelkamp is entitled to apply payments made by the Client first to settle costs and interest that the Client owes Royal Eijkelkamp and only after that to settle due invoice amounts in order of age (the oldest first), even if the Client indicates a different order or if the payment relates to a different amount owed to Royal Eijkelkamp.

12.4 If doubt exists on the part of Royal Eijkelkamp with regard to Client's solvency, Royal Eijkelkamp shall have the right to suspend compliance with its obligations - where a start has already been made with the implementation of these obligations - until the Client has provided security for compliance with all his obligations arising under the agreement concerned or other agreements, whether (partly) completed or otherwise, to the satisfaction of Royal Eijkelkamp.

### 13. Default of the client / dissolution of the agreement

In the event that the Client fails to comply with any obligation under any agreement with Royal Eijkelkamp whatsoever, if he becomes subject to or is threatened with becoming subject to suspension of payments, is declared to be in a state of bankruptcy, if his bankruptcy is applied for, if he decides to, completely or partly, liquidate his business or if Royal Eijkelkamp receives information that a high degree of probability exists that the Client will be unable to comply with his payment obligations, Royal Eijkelkamp shall, without necessity for intervention by a court of law, be entitled to suspend all agreements in existence at that time, or to dissolve or declare all such agreements to be fully or partly dissolved by means of a registered letter to this effect addressed to the Client, to regard all non exigible claims as immediately exigible and to repossess all goods

delivered but not yet paid for, without prejudice to the further right of Royal Eijkelkamp to claim compensation for damages, extrajudicial and court costs, lost profits and interest.

### 14. Force majeure

14.1 If Royal Eijkelkamp is reasonably unable to deliver goods in time due to force majeure, it has the right to suspend delivery during the period the force majeure lasts. If the force majeure situation lasts longer than one month, or as soon as it becomes apparent that this will be the case, Royal Eijkelkamp may terminate the agreement in respect of the obligations not yet fulfilled, without being under any obligation to pay compensation to the Client.

14.2 Notwithstanding the provision of article 6:75 BW (Dutch Civil Code), force majeure always means any circumstance beyond Royal Eijkelkamp 's reasonable control or direct sphere of influence, even if it occurs after Royal Eijkelkamp should have fulfilled its obligation, which prevents Royal Eijkelkamp from fulfilling its obligations under the agreement, such as staffing and capacity problems, stagnation and strikes at or outside its company, failure by Royal Eijkelkamp 's suppliers or subcontractors to fulfil obligations or to fulfil them in time, transport problems, government intervention, and legislative and regulatory amendments. Such subject to the proviso that Royal Eijkelkamp is prepared in such cases to consult with the Client regarding measures that might be taken with the intention of preventing damages for both Royal Eijkelkamp and the Client or at least with a view to limiting such damages as far as reasonably possible. The Client is not entitled to any reimbursement for damages in the event that an instance of force majeure occurs.

14.3 Force majeure on the part of the Client shall never be a valid ground for non-payment of any amount due to Royal Eijkelkamp.

### 15. Subcontracting, access to data and use

15.1 Royal Eijkelkamp may use its affiliates, partners, contractors, subcontractors and/or suppliers ("Contractors") to fulfil its obligations under an agreement including hosting and the provision of cloud services. Contractors will have no greater rights against the Client or owe greater obligations to the Client than would Royal Eijkelkamp if Royal Eijkelkamp had provided the goods or services directly to the Client.

15.2 Royal Eijkelkamp may utilise its global pool of experts and resources to provide the goods and/or services under an agreement to the Client. The Client acknowledges and agrees that software and any data (including Personal Data) residing within and/or processed by software may be accessed by Royal Eijkelkamp and its Contractors globally from outside the national territory where the Client and/or Royal Eijkelkamp are located in order to perform Royal Eijkelkamp's obligations under an agreement.

15.3 The Client acknowledges and agrees that the data (excluding Personal Data) residing within and/or processed by the Software may be used by Royal Eijkelkamp and its Contractors globally for other purposes such as but not limited to environmental and geologic research and development of goods and services.

#### 16. Intellectual property

16.1 All patents, copyright and other intellectual property rights in or relating to the goods or their design or the specifications, manuals or information prepared or supplied by Royal Eijkelkamp, or which arise under or in the course of Royal Eijkelkamp's performance of the agreement, are, shall be and shall remain Royal Eijkelkamp's absolute property and shall not be used or reproduced without Royal Eijkelkamp's consent in writing. Royal Eijkelkamp shall grant the Client a royalty free licence to use such intellectual property rights for the sole purpose of operating and maintaining the goods.

16.2 Notwithstanding any other provisions or requirements of this agreement, except as set out in clause 16.1, no intellectual property or proprietary information is being sold, granted, transferred, licensed, or assigned.

16.3 The Client shall not reverse engineer or otherwise attempt to recreate the goods.

#### 17. Confidentiality

Any specifications, drawings, manuals, information or particulars supplied with Royal Eijkelkamp's offer or under the agreement are supplied by Royal Eijkelkamp in confidence. They shall not be used by the Client except for the purposes of the agreement and for the proper use of the goods and shall not be disclosed by the Client to any third party (except the Client's employees having a need to know for the aforesaid purposes) for any other purpose whatsoever without Royal Eijkelkamp's prior

written agreement. The foregoing shall not apply to information which is or becomes public knowledge without fault or failure by the Client or its employees.

#### 18. Non-transferability

All rights and obligations deriving from any agreement and/or these conditions for the Client are personal and cannot be transferred to any third party without the prior written consent of Royal Eijkelkamp.

#### 19. Non-waiver

A failure by Royal Eijkelkamp to exercise a right under these General Terms and Conditions or a delay thereof shall not operate as a waiver of such right. No single or partial exercise of such right by Royal Eijkelkamp shall preclude any other, further or future exercise of such right or other rights.

#### 20. Disputes

The competent court of the Gelderland District Court, hearing location Arnhem, is exclusively authorised to hear disputes relating to the agreement(s) concluded between the parties, unless mandatory law dictates otherwise, such to include proceedings for obtaining preliminary injunctions. Royal Eijkelkamp is nevertheless entitled in all cases to apply to the competent court in the Client's place of residence or to a competent court elsewhere.

#### 21. Applicable law

These General Terms and Conditions and related or associated contracts are governed exclusively by the laws of the Netherlands, to the exclusion of the laws of other countries. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (the 'Vienna Sales Convention 1980') is expressly excluded.

#### 22. Privacy and processing of personal data

Royal Eijkelkamp processes personal data in accordance with its policy as described in its privacy statement, which can be found on Royal Eijkelkamp's website. Client accepts such processing in accordance with Royal Eijkelkamp's privacy statement and warrants to Royal Eijkelkamp that the natural persons in question have given their consent.

The personal data provided will be processed in accordance with the General Data Protection Regulation (GDPR) [Algemene Verordening Gegevensbescherming (AVG)]. For this, Royal



Eijkelkamp acts as the controller responsible for the processing; it will process the data for the implementation of the agreement with the Client and may process it to inform the Client of promotional campaigns.

On written request, the natural person whose data is being processed has the right of access and correction of said data. All natural persons may also object to the processing of their personal data for direct marketing purposes by lodging a written objection with Royal Eijkelkamp.

### 23. Export control

The Client agrees that it will not participate directly or indirectly in the sale, resale, export, transfer or disposal of Royal Eijkelkamp goods or technology (“Goods”) to any entity or to any country in breach of applicable export control and sanctions laws including but not limited to those of the US, the EU, member states of the EU or the United Kingdom (together “Export Control and Sanctions Rules”) and the Client will not sell, resell, export, transfer, dispose or otherwise deal with the Goods to any country, destination or person without first obtaining any required export licence or other governmental approval, and completing such

formalities as may be required by Export Control and Sanctions Rules. The Client shall not put the Goods in their entirety or in part to any use in connection with any prohibited or illicit end use. Upon Royal Eijkelkamp’s request, the Client shall provide information in response to any reasonable request (including a written certification) regarding compliance with applicable laws, rules or regulations and/or in connection with any applications made by Royal Eijkelkamp to the authorities in connection with the export or supply of the Goods. Failure by the Client to comply with the terms of this clause shall constitute a material breach of the agreement. Royal Eijkelkamp reserve the right to refuse to enter into or to perform any agreement, to cancel any agreement, or to void any warranty concerning the Goods, if Royal Eijkelkamp determines, at its sole discretion, that the entry into such agreement or the performance of the transaction to which such agreement relates would be unlawful or be at risk of prohibition by any Export Control and Sanctions Rules. Royal Eijkelkamp shall be excused from performance, and not be liable for damages or costs of any kind, resulting from Royal Eijkelkamp’s exercise of its rights pursuant to this clause.

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