

# GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF MEKO HOLLAND B.V. - 2026

## 1. DEFINITIONS AND APPLICABILITY

1.1 In these terms and conditions, the following terms have the following meanings:

**Mueller:** the private limited company Meko Holland B.V., Chamber of Commerce no.: 04019484.

**Purchaser:** the person who or entity that makes a proposal to Mueller for the conclusion of a Purchase Agreement, or to whom Mueller makes an offer for the conclusion of a Purchase Agreement, based on which a Purchase Agreement is formed between the parties.

**Purchase Agreement:** the agreement concluded between Mueller and the Purchaser pursuant to which Mueller sells a good to the Purchaser.

**Order:** an order placed by the Purchaser with Mueller, which may constitute a request for an offer or an offer for the conclusion of a Purchase Agreement.

**Quotation:** a written offer made by Mueller.

1.2 These general terms and conditions apply to all agreements concluded between Mueller and the Purchaser, as well as to all Quotations and Orders. Insofar as the Purchaser refers in its offer, its acceptance or elsewhere to other terms and conditions (of its own), the applicability of such terms and conditions is expressly rejected. These general terms and conditions also apply to subsequent agreements concluded between the Purchaser and Mueller.

## 2. OFFER/QUOTATION

2.1 Every offer and every Quotation is entirely without obligation. After acceptance by the Purchaser, Mueller will at all times be entitled to withdraw the Quotation or the offer, provided that such withdrawal takes place without delay.

2.2 In relation to the Purchaser, Mueller's Quotation, or if no written offer has been made, Mueller's written order confirmation, will constitute full proof of the contents of the agreement, subject to proof to the contrary to be provided by the Purchaser.

2.3 Oral undertakings by and arrangements with subordinates, representatives, agents and other intermediaries of Mueller will not be binding on Mueller unless confirmed in writing by a duly authorised person.

2.4 Unless the Purchaser stipulates special requirements for the goods to be delivered and these have been expressly accepted by Mueller, the Purchaser shall accept Mueller's standard assortment, provided that the goods delivered meet average quality requirements.

2.5 Samples are provided by Mueller merely as an indication, without the good being required to correspond thereto, unless expressly agreed otherwise.

2.6 An Order placed by the Purchaser is irrevocable, unless agreed otherwise between the parties in writing.

2.7 An agreement that has been concluded is binding and cannot be unilaterally cancelled by the Purchaser. Cancellation by the Purchaser is only possible following prior written consent from Mueller. If Mueller consents to cancellation, the Purchaser will owe Mueller a cancellation fee as follows:

- In the case of customised products, from the moment the order is taken into production, 100% of the order value will be payable on cancellation.
- In the case of standard products, the following will be payable on cancellation:
  - 25% of the order value if cancellation takes place before the order is taken into production;
  - 50% of the order value if cancellation takes place up to four (4) weeks before the scheduled delivery date of the order;
  - 100% of the order value if cancellation takes place within four (4) weeks before, on or after the scheduled delivery date of the order.

In the event of disagreement as to whether a product qualifies as a standard product or a customised product, Mueller's decision will be binding.

## 3. PRICES

3.1 Prices are exclusive of turnover tax and freight costs, unless agreed otherwise.

3.2 Prices for agricultural goods (intended to be used in and for the benefit of the agricultural sector) include the costs of delivery and transport within the Netherlands, including but not limited to the necessary packaging costs, transport costs and any insurance premiums, unless the shipment has a value lower than 100.00 excluding VAT. In such case, the applicable transport costs will be charged. In deviation from the foregoing, the actual transport costs will be charged for shipments for which the Purchaser has stipulated a special method of dispatch.

3.3 Agreed prices are based on the price level of materials, transport costs, wages, insurance premiums, tax charges, import duties and other price-determining factors applicable on the date of conclusion of the agreement. If prior to delivery any increase occurs in price-determining factors as referred to in the first sentence of this paragraph, Mueller will be entitled to charge a proportionate price increase to the Purchaser, even if the price increase results from circumstances that were foreseeable at the time of conclusion of the Purchase Agreement.

3.4 If Mueller makes use of the power referred to in Article 3.3 within three months after concluding the Purchase Agreement, the Purchaser will be entitled to terminate the Purchase Agreement with effect for the future. Goods already delivered and services already performed will not be reversed, and the consideration for such goods and services will remain payable by the Purchaser. In the event of termination, Mueller will never be liable to the Purchaser for damage.

## 4. ASSEMBLY, INSTALLATION AND REPAIR

4.1 The Purchaser will be responsible in respect of Mueller for the correct and timely completion of all arrangements, provisions and/or conditions that are necessary for installing the product to be assembled and/or for the proper functioning of the product once assembled, except where and insofar as such work is carried out by or on behalf of Mueller on the basis of information provided and/or drawings produced by or on behalf of Mueller.

4.2 Without prejudice to the provisions of paragraph 1, the Purchaser will in any event ensure, at its own risk and expense, that:

- as soon as Mueller's personnel have arrived at the installation site, they can commence the work and continue to carry out such work during normal working hours and furthermore, if Mueller deems this necessary, outside normal working hours, provided Mueller has notified the Purchaser thereof in a timely manner;
- suitable accommodation and/or all facilities required for Mueller's personnel by virtue of government regulations, the Purchase Agreement or usage are available;
- the access roads to the installation site are suitable for the required transport;
- the designated installation site is suitable for storage and assembly;
- the necessary lockable storage spaces for materials, tools and other goods are available;
- the necessary and customary auxiliary workers, auxiliary equipment, auxiliary and operating materials (including fuels, oils and greases, cleaning and other minor materials, gas, water, electricity, compressed air, heating, lighting, etc.) and the measuring and testing

equipment normally used within the Purchaser's business are made available to Mueller in good time and free of charge at the correct location;

- all necessary safety and precautionary measures have been taken and are maintained, and that all measures required in order to comply with applicable governmental regulations in the context of assembly/installation have been taken and are maintained;
- at the commencement of and during assembly, the goods delivered are present at the correct location.

4.3 Any damage, costs and/or delays incurred by Mueller due to the Purchaser failing to fulfil the obligations set out in this article, or failing to fulfil them fully or on time, will be entirely at the Purchaser's risk and expense. This includes – but is not limited to – all additional labour hours, waiting times, travel and accommodation expenses, costs of equipment and tools, and other costs resulting from stagnating or obstructing factors caused by the Purchaser.

4.4 Article 5 applies mutatis mutandis with regard to the assembly/installation period.

4.5 Articles 4.1 up to and including 4.4 do not apply where there is solely delivery and the goods are not installed, assembled or repaired by Mueller. In such cases, the provisions of Articles 4.5 up to and including 4.9 below will replace Articles 4.1 up to and including 4.4.

4.6 If the parties have agreed delivery carriage paid, the goods will travel at Mueller's risk and expense. The choice of transport will be made by Mueller.

4.7 If the transport takes place at Mueller's risk, Mueller will not be liable for damage and/or defects that can be discovered on arrival of the goods if such damage and/or defects are not immediately recorded by the Purchaser on the consignment note, delivery note or similar document that has to be returned. Mueller will not be obliged to deliver a replacement good in such cases. If it is not possible to report damage and/or defects in the aforementioned manner, the Purchaser will be obliged to report the damage and/or defects in writing (by email) within two days of receipt, failing which all related claims by the Purchaser will lapse.

4.8 The goods will be deemed delivered by Mueller and accepted by the Purchaser at the moment the goods are loaded into or onto the means of transport, regardless of whether the transport takes place by lorry, vessel or other means of transport, and regardless of who carries out the transport. From that moment onwards, the risk of, among other things, loss, damage, destruction and/or perishing of the goods will pass to the Purchaser. The Purchaser will be responsible for arranging adequate (transport) insurance against these and other possible transport-related risks.

4.9 In the case of delivery carriage paid, Mueller will not be obliged to transport the goods further than where the vehicle can come over terrain that is properly passable and safe (or rendered safe). Delivery will always take place at the side of the vehicle, and the Purchaser will be obliged to take receipt of the goods there. The Purchaser and Mueller will jointly ensure that unloading is carried out in such a manner that Mueller can fulfil its unloading obligations as effectively as possible. If the Purchaser fails to do so, the Purchaser will be obliged to compensate Mueller for any resulting damage.

## 5. DELIVERY PERIOD/DELIVERY

5.1 The delivery period commences at the latest of the following dates:

- the date on which the Purchase Agreement is concluded;
- the date on which Mueller receives the documents, data, permits, etc. required for the execution of the order;
- the date on which the formalities necessary for the commencement of the work have been completed;
- the date on which Mueller receives the amount(s) which, pursuant to the Purchase Agreement, must be paid in advance prior to commencement of the work. If a delivery date or delivery week has been agreed, the delivery period will be formed by the period between the date of conclusion of the Purchase Agreement and the agreed delivery date or week.

5.2 The delivery period is based on the working conditions prevailing at the time the Purchase Agreement is concluded and on timely delivery to Mueller of the materials ordered by Mueller for execution of the work. If, through no fault (attributable culpability) of Mueller, a delay arises as a consequence of changes to the aforementioned working conditions or because materials ordered in good time for the execution of the work are not delivered on time, Mueller will be entitled to unilaterally extend the delivery period by the duration of the delay. In such circumstances, Mueller will never be liable or obliged to pay compensation to the Purchaser.

5.3 Delivery periods are always indicative, unless a strict deadline has been expressly agreed. Merely exceeding the delivery period or the deadline does not result in Mueller being in default by operation of law; a notice of default is always required for this. The provisions of Articles 5.2, 5.3, 5.4 and 5.5 also apply to delivery periods that are designated as strict deadlines. If, after default has arisen, the Purchaser is entitled to terminate the Purchase Agreement on the basis of the expiry of a period, Mueller will never be liable for damage suffered by the Purchaser as a result, except where there is intent or wilful recklessness on Mueller's part.

5.4 An exceeded delivery period does not entitle the Purchaser, without judicial authorisation, to carry out work or have it carried out for the performance of the Purchase Agreement.

5.5 Without prejudice to what is provided elsewhere in these terms and conditions regarding extension of the delivery period, the delivery period will be extended by the duration of the delay arising on Mueller's part as a result of the Purchaser failing to comply with any obligation arising from the Purchase Agreement, or failing to provide the cooperation required for performance of the Purchase Agreement.

5.6 For the purposes of the delivery period, the goods will be deemed delivered when, if inspection at the Purchaser's premises has been agreed, they are ready for inspection and, in all other cases, when they are ready for dispatch, in each case after the Purchaser has been notified of this in writing.

5.7 If Mueller has undertaken to assemble the goods, the goods will be deemed delivered when they or their main components – as reasonably determined by Mueller – have been installed ready for operation at the agreed place of destination.

5.8 If Mueller has undertaken to assemble the goods, the goods will already be at the Purchaser's risk on arrival at the agreed place of destination.

5.9 In the case of delivery including assembly and commissioning, the Purchaser will, if requested by Mueller, sign a handover protocol as evidence that the goods have been delivered completely and correctly.

5.10 Mueller will be permitted to deliver goods sold in instalments, unless the delivery has no independent value. If goods are delivered in instalments, Mueller will be entitled to invoice each instalment separately.

## 6. RETENTION OF TITLE

6.1 Mueller retains title to all goods delivered to the Purchaser until Mueller's claims listed below have been settled. Mueller retains title until the Purchaser has fulfilled all of its obligations to Mueller, on whatever grounds. This includes, but is not limited to, claims relating to:

- amounts owed for goods delivered or to be delivered to the Purchaser by Mueller pursuant to a Purchase Agreement;

- amounts owed for work carried out or to be carried out by Mueller for the Purchaser's benefit;
  - claims arising from any failure to comply with such agreements.
- 6.2 If payment is not made in time, Mueller will be entitled to repossess the goods owned by it pursuant to this article, wherever they may be located. The Purchaser hereby undertakes in advance to provide Mueller with all cooperation reasonably requested by Mueller in this regard, including cooperation in disassembly and handover.
- 6.3 The Purchaser is obliged to use and/or store the goods delivered under retention of title with due care.
- 6.4 The Purchaser is not authorised to dispose of and/or encumber the goods delivered under retention of title, unless and insofar as the Purchaser has fulfilled all of its obligations to Mueller.

## 7. PAYMENT / DEFAULT

- 7.1 Payment shall be made by bank transfer to an account number communicated by Mueller, unless cash payment has been agreed. The Purchaser will in no event be entitled to make payment by way of set-off, nor will it be entitled to suspend any payment obligation.
- 7.2 Payment shall be made within 14 days of the invoice date. Mueller will at all times be entitled to demand advance payment or security for the fulfilment of the Purchaser's obligations. Mueller will only be obliged to fulfil its own obligations if the Purchaser has fulfilled its obligations to provide advance payment or security – if such has been requested.
- 7.3 During the period of default, the Purchaser will owe interest equal to the statutory (commercial) interest on the outstanding invoice amount or part thereof, with part of a month being calculated as a whole month.
- 7.4 Judicial and extrajudicial costs incurred by Mueller, calculated according to a customary rate, shall be borne by the Purchaser.  
Mueller will be entitled to determine to which obligation a payment is to be allocated.

## 8. WARRANTY

- 8.1 This warranty applies to goods delivered by Mueller to the Purchaser. The Purchaser may only invoke the warranty during the warranty period.
- 8.2 Mueller warrants that the goods delivered are suitable for normal use during the warranty period and that the goods are free from material, construction, assembly and/or manufacturing defects.
- 8.3 The Purchaser may invoke these warranty provisions and/or lay claim to the warranty during the warranty period if the goods have been (normally) used in accordance with the purpose indicated by the Purchaser or in accordance with the purpose that may reasonably be attributed to the goods.
- 8.4 Defects or other circumstances in respect of which the warranty is invoked shall be reported to Mueller in writing within fourteen days after the Purchaser has become aware of them. If the Purchaser fails to comply with this requirement, the warranty will lapse. In such case, all other statutory rights of the Purchaser, such as reliance on the non-conformity provisions of Book 7 of the Dutch Civil Code or on the basis of an attributable shortcoming, will also lapse.
- 8.5 Mueller's warranty entails that during the warranty period it will be obliged to replace defective goods or components thereof, or to repair the defects, at Mueller's sole discretion. The warranty may only be invoked if the Purchaser has fulfilled all obligations under these general terms and conditions (including this warranty provision), the Purchase Agreement and, if applicable, the Dutch Civil Code.
- 8.6 Without prejudice to the foregoing, the Purchaser shall ensure that during the warranty period, the goods are properly and adequately maintained in accordance with customary standards by Mueller or by its recognised service companies or dealers, failing which the Purchaser may not invoke these warranty provisions.
- 8.7 The warranty applies for 12 months after the invoice date for new goods and for 6 months after the invoice date for used, fully overhauled goods, on the understanding that the total warranty period will never exceed a period of 15 months after the delivery date for new goods and 9 months after delivery for used, fully overhauled goods.
- 8.8 Without prejudice to the foregoing, a deviating warranty period applies to stainless steel milk cooling tank evaporators used in Mueller milk cooling tanks. With regard to these new goods, Mueller will be obliged during a period of 60 months after the date of commissioning to remedy all coolant leakages resulting from material and/or construction faults, or have them remedied, free of charge. However, the warranty will lapse no later than 66 months after the delivery date of the installations concerned.
- 8.9 Deviations in wear resistance that are technically acceptable according to applicable customary standards or commercial practice, or minor imperfections, do not fall under these warranty provisions.
- 8.10 Repair or replacement (of a good or of a component of a good) during the warranty period will not give rise to an extended warranty period.
- 8.11 The warranty does not apply:
  - to rubber parts, glass and other fragile components;
  - where the defects have arisen as a result of etching, rust or other external influences.
- 8.12 The warranty applies only to the Purchaser and may not be transferred to third parties without Mueller's written permission, not even on transfer of title to the installation.
- 8.13 The warranty will lapse if, without Mueller's prior written permission, repair work has been carried out on the installation or any component thereof by the Purchaser or by third parties other than Mueller or its recognised service companies or dealers.
- 8.14 Mueller will not be liable for any damage of whatever nature suffered by the Purchaser due to and as a result of the delivered goods, except in the event of intent or gross negligence on Mueller's part.

## 9. DELIVERY / COMPLAINTS / DEFAULT

- 9.1 On delivery of the goods, the Purchaser will be deemed to examine whether the goods delivered conform to the Purchase Agreement. Directly observable defects shall be discovered by the Purchaser at the time of or immediately after delivery.
- 9.2 The Purchaser may no longer rely on the fact that the goods delivered do not conform to the Purchase Agreement if the Purchaser has not notified Mueller thereof in writing within fourteen days after the Purchaser discovered or reasonably should have discovered such non-conformity. If the Purchaser does not complain within the aforementioned period, this will lead to the lapse of any claim and/or right based on or arising from the fact that the goods delivered do not conform to the Purchase Agreement or that they show defects.
- 9.3 If the goods delivered do not conform to the Purchase Agreement and the Purchaser has notified Mueller thereof in a timely manner, Mueller will:
  - reduce (a reasonable part of) the price; or
  - repair the goods delivered free of charge; or
  - replace the goods delivered and take back the replaced goods.
Mueller will have the exclusive authority to choose between the above options.
- 9.4 Legal actions and defences based on facts that would justify the assertion that the goods delivered do not conform to the Purchase Agreement will lapse, if the complaint has been made in time, on expiry of 1 year after the notification made pursuant to Article 9.2.

## 10. LIABILITY / EXEMPTION

- 10.1 If the Purchaser alleges that it has suffered damage as a result of an attributable shortcoming on Mueller's part, the Purchaser shall prove both the shortcoming and the attributability or non-conformity, unless a warranty was granted in accordance with Article 8. In that case, the Purchaser shall only prove the shortcomings.
- 10.2 A shortcoming may only be attributed to Mueller if it is solely due to its fault, or if there is gross intent on Mueller's part.

10.3 Mueller's liability to the Purchaser or third parties for damage, of whatever nature and in whatever form, arising from any legal ground whatsoever, except where such damage has been caused intentionally or results from wilful recklessness on the part of Mueller's managerial personnel, will be limited to the total amount of the price stipulated in the agreement directly underlying such damage (excluding VAT), up to a maximum of €15,000.00 (cumulative: in total).

10.4 The following is not eligible for compensation:

- consequential damage. Consequential damage includes, among other things, loss due to business interruption, loss of production, lost profit, fines, transport costs and travel and accommodation expenses;
- Damage to property in Mueller's care, custody or control, but not owned by Mueller (Dutch legal term: 'opzichtschaade'). 'Opzichtschaade' includes, among other things, damage caused by or during the performance of the work to goods being worked on or to goods located in the vicinity of the place where work is being carried out;
- Damage caused by intent or wilful recklessness on the part of auxiliary persons or non-managerial subordinates of Mueller. The Purchaser may insure itself against these types of damage if possible.

10.5 The Purchaser indemnifies Mueller against any third-party claims arisen and/or damage suffered by third parties due to or as a result of the delivered goods, except in the event of intent or wilful recklessness on the part of Mueller's managerial personnel. This indemnification also covers third-party claims against auxiliary persons and subordinates engaged by Mueller in connection with the Purchase Agreement.

10.6 Mueller will never be liable to the Purchaser or third parties for damage which is covered by an insurance policy taken out by the Purchaser.

10.7 Mueller's obligation to compensate damage on any legal ground whatsoever will furthermore (as an additional limitation to other exclusions/limitations or in the event Mueller cannot rely on one or more limitations/exclusions) be limited to that damage for which Mueller is insured pursuant to an insurance policy taken out by or on behalf of Mueller. However, the amount of the obligation to compensate damage will never exceed €2,250,000 and will also never exceed the amount paid out to Mueller under the relevant insurance policy in the case concerned.

## 11. COOPERATION AND DEFAULT IN DELIVERY

- 11.1 The Purchaser is obliged to take delivery of the goods purchased at the moment of delivery.
- 11.2 If the Purchaser fails to take delivery of the goods in a timely manner or fails to load the goods (or have them loaded), Mueller will be entitled, without notice of default being required, to store the goods at the Purchaser's risk and expense, with a third party or otherwise. In this situation, Mueller reserves the right to charge the Purchaser €750 for administrative costs. After a free storage period of fifteen (15) working days, counted from the agreed purchase or delivery date, the Purchaser will owe Mueller a storage and insurance fee of 0.2% of the invoice value per calendar day during which the storage continues, without prejudice to Mueller's right to charge the Purchaser additional costs (such as handling, transport or security costs) separately. From the moment the Purchaser is in default, the storage of the goods will be at the Purchaser's risk and expense, including the risk of loss of, damage to or decrease in value of the goods. The foregoing shall not affect Mueller's right to demand performance, termination and/or full compensation of damage.
- 11.3 Default commences regardless of whether the failure is attributable, except in the event of force majeure as referred to in Article 12.

## 12. FORCE MAJEURE

- 12.1 A failure to fulfil an obligation cannot be attributed to Mueller or the Purchaser if this is not its fault nor for its account by law, legal act or according to generally accepted standards (Article 6:75 of the Dutch Civil Code), except insofar as provided otherwise in these general terms and conditions (for example in Article 11.3).
- 12.2 The following circumstances will be deemed not to be for Mueller's account: strikes, traffic, disruptions in transport or operations, unrest, war situations, failure of Mueller's suppliers, failure to correctly receive communications, offers, acceptances, etc. as a result of (failure of) the internet or another means of communication.

## 13. TERMINATION

- 13.1 In the event of permanent or temporary impossibility of performance by the Purchaser, Mueller will be entitled to terminate the Purchase Agreement by means of a written notification.
- 13.2 If either party is in default, the other party will be entitled to terminate the Purchase Agreement by means of a written notification, unless otherwise provided in these general terms and conditions (see Articles 8 and 9, among others).
- 13.3 If either party exercises the right of termination, the Purchaser will be obliged to reimburse the costs that Mueller has already incurred in the performance of the Purchase Agreement, unless the termination is attributable to Mueller. In the case of a legally valid (extrajudicial) termination by Mueller, the Purchaser will be liable for the damage suffered by Mueller as a result thereof.
- 13.4 Termination does not affect the provisions of, among others, Article 10 of these general terms and conditions.

## 14. BANKRUPTCY, SUSPENSION OF PAYMENTS OF THE PURCHASER, ETC.

Without prejudice to the other provisions of these general terms and conditions, the Purchase Agreement will be terminated by Mueller by means of a written notification at the time the Purchaser is declared bankrupt, applies for provisional suspension of payments, obtains a court approval of a private composition, or if a request by the Purchaser, as a natural person, to have the statutory debt restructuring scheme declared applicable is granted by the court, or if the Purchaser loses the power of disposal over its assets or part thereof by attachment, guardianship or otherwise. The same applies to similar measures taken outside the Netherlands. If Mueller exercises the right of termination, the Purchaser will be obliged to compensate Mueller for the damage suffered because instead of mutual performance, termination of the Purchase Agreement takes place.

## 15. AVAILABILITY, UNILATERAL AMENDMENT, APPLICABLE LAW, CHOICE OF FORUM

- 15.1 Mueller is entitled to amend the general terms and conditions unilaterally. Mueller shall notify the Purchaser in writing of amendments to these general terms and conditions. The Purchaser and Mueller hereby undertake in advance to comply with such (future) amendments.
- 15.2 Dutch law applies to any (Purchase) Agreement(s) concluded between Mueller and the Purchaser. The application of the Vienna Sales Convention is expressly excluded.
- 15.3 If Mueller and the Purchaser have a dispute or claim arising from or based on a legal relationship existing between Mueller and the Purchaser, they may only submit such dispute to the Gelderland District Court, Zutphen location.
- 15.4 If any of the current provisions conflicts with mandatory local statutory provisions, only that specific provision will be adjusted to local legislation. All other provisions of these terms and conditions will remain in full force and effect.
- 15.5 If there are differences between the Dutch text of these terms and conditions and a translation thereof, the Dutch text will prevail.