

GENERAL TERMS AND CONDITIONS OF MASTOP TOTAALTECHNIEK B.V.

Article 1. Definitions

- 1.1. Unless expressly indicated otherwise or if the context shows differently, the terms below will have the following meaning:
- Mastop: the user of these general terms and conditions: Mastop Totaaltechniek B.V., with its registered office at Alfensvaart 17 in Boskoop, the Netherlands, registered with the Chamber of Commerce under number 29049097;
 - customer: the natural or legal person who has entered into or wishes to enter into an agreement with Mastop or who has received an offer from Mastop;
 - agreement: the agreement between the customer and Mastop;
 - system: the irrigation system and the technical system or other item supplied or to be supplied by Mastop;
 - location: the location where the system is or will be mounted.

Article 2. General

- 2.1. These general terms and conditions apply to every agreement between Mastop and the customer, to every quote from Mastop and to all offers from Mastop.
- 2.2. Any stipulations varying from these general terms and conditions are valid only if they have been explicitly agreed in writing or electronically.
- 2.3. The applicability of any purchasing or other conditions of the customer is explicitly rejected.
- 2.4. If one or more of the provisions of these general terms and conditions are null and void or voided, the remaining provisions of these general terms and conditions will remain in full force. The void or voided provisions will be replaced by Mastop, duly observing the objective and purport of the original provision(s) as closely as possible.
- 2.5. The fact that Mastop does not always require strict compliance with these general terms and conditions does not mean that the provisions thereof are not applicable, or that Mastop somehow waives the right to require strict compliance with the provisions of general these terms and conditions in other cases.
- 2.6. Mastop is entitled to unilaterally change these general terms and conditions and to declare them applicable to the existing agreement. The customer will be notified of the amended general terms and conditions and the effective date in writing or via e-mail. If the change is disadvantageous for the customer being a private individual, the customer, being a private individual, has the right to cancel the agreement on the day on which the amended general terms and conditions take effect.

Article 3. Quote and offers

- 3.1. Every quote and all offers from Mastop are without obligation. Mastop may revoke a quote within 2 working days of receiving acceptance thereof.
- 3.2. The offer is valid up to 60 days after the offer date.
- 3.3. The customer guarantees the correctness and completeness of the requirements and specifications for the desired performance submitted to Mastop by or on behalf of the customer, and/or of any other information on which Mastop bases its quote or offer.
- 3.4. Obvious errors or mistakes in offers, the quote, agreements or in e-mail messages or on the Mastop website do not bind Mastop.
- 3.5. A compound quotation does not oblige Mastop to perform part of the assignment at a proportional part of the quoted price.
- 3.6. All quotes and related documents issued by Mastop to the customer remain the property of Mastop and may not be used, multiplied or made public without Mastop's permission.
- 3.7. The customer can only accept the offer by accepting these general terms and conditions.

Article 4. Formation of the agreement

- 4.1. The agreement is formed the moment that Mastop and the customer sign the agreement or the moment that the customer explicitly accepts the offer from Mastop.

Article 5. Execution of the agreement

- 5.1. Mastop will execute the work to the best of its ability and as a professional acting with due care.
- 5.2. Mastop has the right to have certain work performed by third parties, without notifying the customer.
- 5.3. Residual and packaging material will be left with the customer.

Article 6. Changing the agreement

- 6.1. If during the execution of the agreement, it appears that the proper execution requires the work to be performed to be amended or supplemented, the parties will amend the agreement accordingly, in good time and in mutual consultation.
- 6.2. If the parties agree that the agreement is amended or supplemented, this may affect the time of completion of the execution. Mastop will inform the customer thereof as soon as possible.
- 6.3. If the change or supplement to the agreement has financial and/or qualitative consequences, Mastop will notify the customer accordingly.

Article 7. Obligations of the customer

- 7.1. The customer must ensure that all information, equipment and spaces, of which Mastop indicates that they are required and/or with regard to which the customer can reasonably understand that they are required for the execution of the agreement, are provided or made available to Mastop in time.
- 7.2. The customer guarantees the correctness, completeness and reliability of the information made available by the customer, also if it originates from third parties.
- 7.3. If the information provided by the customer is incomplete and/or incorrect, it will be entirely at the expense and risk of the customer.
- 7.4. The customer must ensure, in a timely manner, that:
- The location is clean and free from obstacles at the agreed time and therefore accessible to Mastop;
 - The work can be carried out undisturbed;
 - All reasonable facilities that are necessary for the proper execution of the work are present at the location. See Article 8 for the facilities related to installing the system;
 - The specifications and/or instructions on which the work to be performed by Mastop is based are complete and correct;
 - The location is in accordance with the reasonable requirements set by Mastop.
- 7.5. The customer makes the aforesaid in paragraph 4 of this article available to Mastop free of charge.
- 7.6. The customer enables Mastop to carry out the work in a proper and safe manner, timely, completely and in accordance with the agreement.
- 7.7. If a malfunction in what has been delivered/completed is caused by an act and/or omission of the customer, all costs that Mastop has to incur to remedy the malfunction will be at the expense of the customer.
- 7.8. The customer is not permitted to make changes to what has been delivered/completed without prior permission from Mastop, unless they are changes that come under the normal use of what has been delivered/completed.
- 7.9. The customer is obliged to only use what has been delivered/completed in accordance with the instructions or as follows on from the technical specifications.
- 7.10. The customer is obliged to immediately notify the Mastop of any facts and circumstances that may be of significance in connection with the execution of the agreement.
- 7.11. The customer indemnifies Mastop against claims by third parties, for whatever reason, in connection with actions and practices of the customer, including actions and practices contrary to the provisions of this article.

Article 8. Installation

- 8.1. If the costs for installation are not included in the system price, the offer will clearly state so.
- 8.2. The system will be connected to a number of external facilities (electricity, water, data, etc.). It is important that when the system is installed, the correct arrangements are made in time to prevent delays and additional costs. The following agreements apply to the installation of the system and the quoted price is partly based on the following:

Electricity

- A 230V-16A double wall socket with earth must be present within 50 cm of the control unit and pump unit to be installed. These may also be junction boxes, subject to consultation. If a pump with a frequency converter is offered, a 3-phase 400V connection is required within 50 cm of the unit as well;

Technical drawings

- Technical drawings of the system are supplied in the Dutch or English language. If there is a need for a different language, the customer must notify Mastop of this prior to installing the system. The costs of translating the technical documents into a language other than Dutch or English will be charged on;

Water

- A water connection point with double stop valve with twice $\frac{3}{4}$ " external thread must be present within 50 cm of the control unit to be installed. The supply pressure must not be less than 2.5 bar;
- The minimum required water supply (flow rate) can vary per project and will be made known to the customer by Mastop in advance. The standard minimum flow rate must, in any case, never be less than 600 litres/hour. A pressure-reducing valve must be available with which Mastop can adjust the correct working pressure, if the supply pressure is higher than 4.5 bar. Mastop can install a pressure-reducing valve, if so desired. If the customer wishes for this to be installed, the customer must notify Mastop thereof prior to the system being installed. The costs are charged to the customer on the basis of actual costs;

Backflow preventer

- An irrigation system must never be connected directly to the mains water supply. The way in which this should be done may differ per plant wall system. If the drip lines are not in direct contact with the substrate, an approved backflow preventer can suffice. In that case, it would be "BABM" backflow preventer and fluid category 4. It is, however, important that the water supply pressure and flow rate are suitable for the object to be irrigated. A backflow preventer must always be connected to the sewer through a visible interruption;

Break tank

- Some systems require a break system in the form of a break tank. This is a water reservoir in which a pump is installed. These cases concern plant wall systems in which the water supply hoses (drip lines) come into direct contact with the substrate in which the plants sit. These systems must comply with fluid category 5. A break tank must always be connected to the sewer through a visible interruption; The above in relation to the choice of break system must be communicated with Mastop in advance, in writing or via e-mail. Mastop can, if required, install a break system using a break tank or a backflow preventer;

Location of the water supply

- g. Mastop assumes that the water supply for the irrigation can always be installed below the project to be irrigated. Installation above the object to be irrigated does not provide sufficient control of the operating pressure of the system;

Water quality

- h. The water supply contains no organic and/or chemical pollution. To ensure the health and vitality of the plants as well as the service life of the system, the quality of the irrigation water must meet at least the following requirements;
- Ph water 6.5 - 7.5;
 - EC-mS/cm < 0.8;
 - CL-mmol/l < 2.5;
 - Na-mmol/l < 2.5;
 - HCO₃-mmol/l < 2.0;
 - SO₄-mmol/l < 1.5;
 - O₂ - mg/l < 6;
 - Ca < 2.0;
 - Zn micromol < 5.0;
 - Mn < 10.0;
 - B < 20.0;
 - Cu < 30.0;
 - Fe < 10.0 2.
- i. To check whether the water quality meets the requirements under h., the customer must have a water sample analysed. Mastop can carry out such an analysis at the customer's request. The costs thereof are at the customer's expense and are not included in the quoted price.
- j. Mastop, if so desired, can install an acidification system or offer a preventive cleaning agent (which keeps the lime dissolved at the same time). The customer can enquire about the corresponding prices at Mastop.

Sensors and irrigation pipes

- k. Mastop assumes that the irrigation pipes and cabling for the sensors (one per sensor) from the plant room to the project to be irrigated have already been installed, unless stated otherwise in the offer. The system can be pressure-tested before Mastop connects everything to the drip lines and unit. The customer can enquire about the corresponding price at Mastop. The customer must notify Mastop well in advance if he wishes to use this option.

Internet (applicable if an Irriview contract has been opted for)

- l. A working Internet connection must be present before the system is installed. The Internet connection must be located at a maximum of 50 cm from the control unit. If this connection is not present in time, damage to the system and/or planting may occur due to the absence of control. Mastop therefore advises the customer to thoroughly test this connection before installing the system. For more information, see Article 9 "Internet connection with Irriview contract". If a wireless Internet connection is opted for, the range must, of course, be more than sufficient. Mastop advises the customer to thoroughly test this connection before installing the system. If so desired, Mastop can also set up a wireless Internet connection for the customer. If necessary, Mastop will install an extra outdoor antenna and assumes that signal strength is sufficient after installation. The customer can enquire about the price for setting up a wireless Internet connection with Mastop or this is already stated in the offer.

Fertilizers (if applicable)

- m. Mastop supplies the control unit as a standard including 700 grams of Peters fertiliser in a 15+11+29 ratio. This is sufficient for creating a 5-litre tank filling with fertilizer solution. This fertilizer is added by means of a dosing pump. This injection pump doses approx. 0.69 ml to 1 ml per pulse, depending on the water pressure present. The setting applied by Mastop is 1 pulse per litre in the late season to up to 4 pulses per litre in the growing season. This setting can be adjusted, as desired. The customer is personally responsible for the desired dosage, as well as for replenishing and selecting the fertilizers. If so desired, Mastop can also supply a 30 litre, 175 litre or 350 litre storage tank for the fertilizers, including a suction lance and low level indicator. The customer can enquire about the price for this with Mastop or this is already stated in the offer.

Article 9. Internet connection with Irriview contract

- 9.1. If the customer has entered into an Irriview contract with Mastop, the provisions of this article apply, without prejudice to the other provisions of these general terms and conditions.
- 9.2. An active and reliable Internet connection must be present at the time of installation. If there is no Internet connection, the technology and/or the plants are at risk of being damaged. The customer can choose between a fixed and a wireless Internet connection.

Fixed Internet connection

- a. To set up a fixed Internet connection, a request must be submitted to a provider. It is possible that an Internet connection is already available. For example, with an existing building that already has a (corporate) network. In that case, a number of things must be made available in the system:
- A free local IP address;
 - A number of ports must be forwarded and released in the firewall and linked to the public IP address of the company/institution or fixed Internet connection.
- b. **Note: The public IP address must be static and not dynamic, nor carry a DNS name!** To be able to access the control computer, the ADSL modem/router and/or firewall must be set and a number of ports must be forwarded in

order to gain access to the system. The ports 1911, 3011, 4911 and 5011 must be forwarded to the assigned local IP address. The system must be set by the local network operator before the actual installation starts.

- c. The information that Mastop needs is:
- Internal IP address;
 - Internal Subnet Mask;
 - Internal Gateway address;
 - Internal DNS Server address;
 - External IP address or dyndns name.

An example is set out below:

| Public IP address | public Port | Local IP address | local port |
|-------------------|-------------|------------------|------------|
| 80.160.20.111 | 1911 | -> 192.168.1.100 | 1911 |
| 80.160.20.111 | 3011 | -> 192.168.1.100 | 3011 |

Wireless Internet connection

- d. If no fixed Internet connection is possible, wireless Internet can be opted for. In that case, Mastop will provide a suitable data plan with corresponding SIM card and router.
- e. **Note: A reliable 3G or 4G network must be present at the irrigation unit.** The maximum cable length for an antenna is 10 metres.
- 9.3. The quote does not include the work required to realise an Internet connection.
- 9.4. Mastop is never liable for (consequential) damage or loss due to the lack of a properly functioning Internet connection at the location.

Article 10. Commissioning

- 10.1. The commissioning, starting up and testing of the system are not included in the quoted price, unless stated otherwise in the offer.

Article 11. Prices and rates

- 11.1. Prices and rates quoted are exclusive of VAT.
- 11.2. If the customer is a private individual, stated prices and rates are inclusive of VAT.
- 11.3. Mastop has the right to increase its prices and rates on an annual basis. If the customer has entered into a continuing performance contract with Mastop, the customer will be notified of any rate increase at least 2 months prior to coming into effect and the rate increase will take effect the moment the agreement is extended.
- 11.4. If between the dates of offer and purchase, even if Mastop has made a binding quote, or between those of purchase and delivery, due to causes beyond Mastop's control, the price of goods offered or sold is increased, for example, due to an increase in material prices, production costs, import duties, taxes, changes in laws and/or regulations, exchange rates of foreign currencies, transport costs, etc., Mastop will be authorised to pass these on, except in instances where a legal prohibition prevents this.

Article 12. Additional work and extra costs

- 12.1. If one of the following circumstances occurs, Mastop has the right to charge the customer the extra costs it has incurred as a result:
- a. The agreement is extended or changed at the request of the customer;
 - b. In the event of waiting times and delays caused by the customer's failure to meet his obligations;
 - c. Extra work must be carried out as a result of circumstances that could not reasonably have been foreseen or expected on the basis of the information on which the offer is based;
 - d. In the event of differences between the condition of the location emerging during the execution on the one hand and the condition that Mastop could reasonably have expected on the other;
 - e. The location is not cleared and clean;
 - f. The location is not easily accessible.
- 12.2. All additional costs arising from the fact that the requirements of Article 8 have not been met will be payable by the customer.
- 12.3. The costs of renting an aerial platform and/or scaffolding, if this is necessary, are not included in the quoted price.
- 12.4. Any parking fees are charged to the customer.
- 12.5. Mastop assumes that a 230/380V power socket is present within 50 meters of the location. In the absence thereof, the costs for the use of a generator will be charged to the customer on the basis of actual costs.
- 12.6. The costs for demolition and digging are not included in the quoted price.

Article 13. Invoicing and payment

- 13.1. For large projects invoicing is as follows, unless otherwise agreed:
- a. 40% upon instruction;
 - b. 50% upon the commencement of the work;
 - c. 10% after completion/commissioning of the project.
- 13.2. In the event of delivery and installation of solar panels, invoicing is as follows, unless otherwise agreed:
- a. 80% after instruction, payable no later than one day before delivery;
 - b. 20% after completion.

- 13.3. In the event of trade orders and other orders, invoicing will be in one instalment.
- 13.4. The customer must pay the invoices received from Mastop within 14 days of the invoice date.
- 13.5. If the customer fails to pay an invoiced amount in time, Mastop has the right to suspend the execution of the work until all outstanding invoices have been paid. Mastop cannot be held liable for any damage or loss suffered by the customer as a result of such a suspension.
- 13.6. If the payment term is exceeded, the customer owes (commercial) interest from the date on which the amount owed has become due and payable until the date on which payment is made. In addition, once the customer is in default of payment, all judicial and extrajudicial collection costs are payable by the customer. The extrajudicial costs are set at 15% of the principal sum, subject to a minimum of € 100. If the customer is a private individual, the extrajudicial collection costs are set in accordance with the Dutch Extrajudicial Collection Costs (Standards) Act.
- 13.7. In the event of winding-up, bankruptcy or insolvency, attachment or a suspension of payment of the customer, all claims of Mastop against the customer become immediately due and payable.
- 13.8. Every payment made by the customer first serves to pay interest owed and is subsequently allocated to collection costs, with the exception of court costs. Only after the settlement of these amounts, will any further payment by the customer go to settle the principal sum outstanding.
- 13.9. The customer is not allowed to deduct any amount from the invoice amount to be paid or to set off any amount against it.

Article 14. Delivery/completion period

- 14.1. The agreed delivery/completion period is not a final deadline. Mastop will at all times aim to meet the stated delivery/completion period. Late delivery/completion does not give the customer a right to compensation, dissolution of the agreement or suspension of any obligation towards Mastop. If the delivery/completion period is exceeded, the customer must send Mastop a notice of default in which Mastop is offered a reasonable term to remedy and execute the agreement at a later date.
- 14.2. The delivery/completion period commences when Mastop has received all information and items from the customer that are necessary for Mastop to commence the work and if, if applicable, the down payment has been received.
- 14.3. In the event that a delivery/completion period agreed between Mastop and the customer is exceeded as a result of an event which is effectively beyond the control of Mastop and which cannot be attributed to its acts and/or omissions, see also Article 20 of these general terms and conditions, this period will be automatically extended by the length of time that it was exceeded as a result of such an event.

Article 15. Delivery

- 15.1. If the customer requests for the delivery of an order to be treated in a different way than usual, for example, dispatch by express delivery or special transport, or if special packaging material is required, the costs associated with this will be charged to the customer.
- 15.2. Mastop is entitled to deliver sold goods in stages. This does not apply if the partial delivery has no independent value. If the goods are delivered in stages, Mastop will be entitled to invoice each stage separately.
- 15.3. The customer is obliged to take delivery of the purchased goods the moment they are delivered at the customer or the moment they are made available to the customer in accordance with the agreement. If the customer refuses to take delivery or fails to provide information or instructions required for the delivery, the goods will be stored at the customer's risk. In that case, the customer will owe Mastop all additional costs which, in any case, includes storage costs.

Article 16. Complaints

- 16.1. The customer must inspect the purchased goods on delivery (or arrange for them to be inspected) or as soon as possible thereafter. In the course thereof, the customer must verify whether the goods delivered comply with the agreement, i.e.:
 - a. whether the correct goods have been delivered;
 - b. Whether the goods delivered comply with the agreement in terms of quantity (e.g. numbers and volumes);
 - c. Whether the goods delivered meet the agreed quality requirements or in the absence thereof, the requirements which may be attached to normal use and/or commercial purposes.
- 16.2. If any visible faults or shortcomings are found, the customer must notify Mastop thereof within eight days of delivery, in writing or via e-mail.
- 16.3. The customer must report hidden faults to Mastop in writing within eight working days of discovery, yet no later than three months after delivery.

Article 17. Guarantees

- 17.1. Mastop grants a two-year warranty on the system it has delivered, provided that the customer has concluded a service and maintenance contract with Mastop for the system and the conditions referred to in this article have been met.
- 17.2. The warranty starts at the time of delivery.
- 17.3. The warranty described in this article does not apply to small parts and to parts that are subject to wear and tear.
- 17.4. If the system appears to have a defect during the warranty period and the warranty claim is accepted by Mastop, Mastop will supply a new part, free of charge. Labour costs incurred to replace a defective part at a location outside a radius of 50km from the address of Mastop are not covered by the warranty and will be charged to the customer, including travel and any accommodation expenses. Mastop's liability is at all times limited to what is stated in Article 19.
- 17.5. Mastop must be given the opportunity to investigate the warranty claim.
- 17.6. To be eligible for warranty, the following conditions apply:

- a. The entire system (except the sensors and pipes (drip lines) is set up in a closed-off space that can only be accessed by authorised persons who are responsible for the system;
- b. This area must be well-ventilated, dry and frost-free.
- 17.7. The replacement of parts never extends the warranty period.
- 17.8. The warranty is non-transferable.
- 17.9. The service life of the drip lines and moisture sensors strongly depends on the quality of the water supply and external factors. For this reason, moisture sensors and drip lines are excluded from the warranty. We recommend adding a preventive cleaning agent to the irrigation water or, if necessary, installing an acidification system. The plants are not affected in any way and the addition has a positive effect on the operation of the drip lines.
- 17.10. The warranty claim will be rejected in the event defects that are the result of:
 - a. External influences such as no or insufficient water, contaminated water, no or incorrect supply voltage, short-circuiting, lightning strikes, a defective Internet connection, vandalism, theft, etc.;
 - b. Modifications made to the system, including repairs that have not been carried out with the permission of Mastop;
 - c. Improper use of the system;
 - d. Defects in items not supplied by Mastop.
- 17.11. If the customer is unable to claim under the warranty, for example, because not all the warranty conditions have been met or if the warranty period has expired and Mastop remedies the defect on behalf of the customer, the costs for this work will be charged to the customer. Service visits that are not covered under the warranty will be charged. This includes user-related errors such as incorrect settings, as well as reports of leaks in which, for example, water from the leaves of the plants falls to the ground.

Article 18. Retention of title

- 18.1. All goods (to be) delivered continue to be the sole property of Mastop until all (future) claims of Mastop against the customer have been paid in full.
- 18.2. As long as the ownership of the goods has not passed to the customer, the customer is not permitted to use goods for the following:
 - a. Pledging;
 - b. Granting any other right thereto to third parties;
 - c. Reselling outside of his normal business operations.
- 18.3. The customer must make every effort that can reasonably be expected from him to protect the proprietary rights of Mastop.
- 18.4. If the customer does not or not fully comply with his obligations towards Mastop and in the event of the dissolution of the agreement, for whatever reason, Mastop is entitled to take back all goods that are subject to a retention of title, without prior notice of default or judicial intervention and without prejudice to Mastop's right to full compensation.
- 18.5. If Mastop wishes to exercise its rights as described in this article, the customer will be obliged to grant Mastop access to all locations where the goods of Mastop are located.
- 18.6. In the event of attachment, a suspension of payment or bankruptcy or insolvency, the customer must immediately notify Mastop thereof and make the administrator or receiver aware of Mastop's (property) rights.
- 18.7. The provisions referred to in this article are without prejudice to the other rights that accrue to Mastop.

Article 19. Liability and limitation period

- 19.1. Mastop is not obliged to pay compensation as a result of damage or loss which is the direct or indirect cause of:
 - a. An event which is effectively beyond its control and therefore cannot be attributed to its acts and/or omissions, see also Article 20 of these general terms and conditions.
 - b. Any act or negligence on the part of the customer.
- 19.2. The customer is at all times responsible for the correctness and completeness of the information, calculations and documents he provides. Mastop is never liable for any damage or loss that is (partly) caused by the information supplied by the customer being incorrect and/or incomplete or by following the instructions given by the customer.
- 19.3. If the customer or a third party makes changes to the system, Mastop excludes any liability with regard to the system's functioning and any (consequential) damage or loss.
- 19.4. Mastop is not liable for damage or loss if the customer has used the system incorrectly, used it in violation of the user instructions or used it for a purpose other than that for which it was purchased.
- 19.5. Mastop is not liable for the mutilation or loss of data as a result of sending data using telecommunication facilities.
- 19.6. If the location does not have the properties that the customer communicated to Mastop, the customer is liable for all damage or loss that Mastop suffers as a result.
- 19.7. Mastop is not liable for damage or loss of any kind arising from or due to deviations from goods which Mastop performs work on.
- 19.8. Mastop is not responsible for the water quality at the location and the customer's plants dying as a result.
- 19.9. Mastop is not liable for indirect damage or loss, including consequential losses, lost profit, missed savings, losses due to business interruptions, costs arising from an order to pay the costs of proceedings, lost interest and/or losses due to delay, losses as a result of poor cooperation and/or information on the part of the customer and/or losses incurred as a result of information or advice provided by Mastop the contents of which do not form an explicit part of the agreement.
- 19.10. If Mastop is liable for any damage or loss, the liability of Mastop will be limited to the amount paid out by the insurer of Mastop. If the insurer does not proceed to pay out in a relevant case or if the damage or loss is not covered by the

insurance, the liability of Mastop, insofar as this is not contrary to a mandatory provision, will be limited to the amount that the customer has paid to Mastop for what has been delivered/completed and to which the liability relates.

- 19.11. Rights of action and other powers of the customer for whatever reason against Mastop will, in any case, lapse after the expiry of 1 year from the moment an event occurs that entitles the customer to use these rights and/or powers vis-à-vis Mastop. If the customer is a private individual, a limitation period of 2 years applies.

Article 20. Force majeure

- 20.1. Mastop is not obliged to fulfil any obligations, if it is impeded to do so on account of force majeure. Force majeure is, in any case, taken to mean weather conditions; flooding; landslides; natural disasters; terrorism; power cuts; epidemics; fire; impediments by third parties, including those of governments; theft; industrial strikes; riots, wars or the threat thereof; loss or damage to materials during transport thereof; non-delivery or late delivery of materials to Mastop by its suppliers; export and import bans; traffic disruptions; traffic accidents; Internet breakdown; government measures; changes in legislation or regulations.
- 20.2. Force majeure is further taken to mean a non-attributable shortcoming by a third party engaged by Mastop or by a supplier of Mastop.
- 20.3. Mastop is also entitled to claim force majeure if the circumstance that prevents the (continued) performance arises after Mastop should have fulfilled its obligation.
- 20.4. In the event that force majeure prevents Mastop from carrying out the agreed work in full or in part, Mastop, without judicial intervention, will be entitled to suspend the execution of the work or to regard the agreement as being fully or partially dissolved, this at its discretion, without Mastop being obliged to compensate any damage or loss suffered by the customer.
- 20.5. If at the time of force majeure arising, Mastop has partially fulfilled its obligations to the customer under the agreement and has partially carried out work for the customer, Mastop is entitled to invoice the relevant work separately.

Article 21. Suspension and dissolution

- 21.1. Mastop is entitled to suspend the execution of the agreement with immediate effect if:
- Mastop, when executing the agreement, is exposed or is at risk of being exposed to a dangerous situation;
 - The material with which as well as the circumstances in which the agreement must be executed do not meet the statutory requirements.
- 21.2. If the customer's assets are seized, the customer is declared bankrupt, put into liquidation or otherwise loses the free disposal of his assets, Mastop has the right to suspend the (further) execution of the agreement or to fully or partially dissolve the agreement, without prejudice to Mastop's right to compensation.
- 21.3. If the customer fails to fulfil one of his obligations towards Mastop or if Mastop fears that the customer will not fulfil his obligations and the customer is unable to provide adequate security for fulfilment of his obligations immediately on request of Mastop, Mastop will have the right to fully or partially dissolve the agreement, without prejudice to Mastop's right to compensation.
- 21.4. Mastop is further entitled to dissolve the agreement in the event of any circumstances the nature of which means that performance of the agreement impossible or, in accordance with criteria of reasonableness and fairness, performance can no longer be demanded, or in the event of any other circumstances in respect of which the unaltered continuation of the agreement cannot reasonably be expected.

Article 22. Confidentiality

- 22.1. Either party will be under the obligation to keep secret all confidential information obtained from the other party or from another source in the course of the agreement. Information is considered confidential if the other party has communicated its confidential nature or if such confidentiality ensues from the nature of the information. The party who receives confidential information will only use this for the purpose for which it was provided.
- 22.2. Mastop processes personal data in accordance with the General Data Protection Regulation (GDPR). For more information about the processing of personal data, the customer can consult Mastop's privacy policy, see the bottom of the contact page of our website at www.mastop.nl/contact.

Article 23. Competent court and applicable law

- 23.1. Any disputes with regard to agreements between the customer and Mastop are submitted to the competent court of the court district where Mastop has its place of business. If Mastop invokes this provision and the customer is a private individual, he will be entitled to opt for the court that has jurisdiction according to the law, within 1 month.
- 23.2. All agreements entered into with Mastop are governed by Dutch law.