

GENERAL SALES CONDITIONS

1. Definitions

In these General Terms and Conditions of Sale the following terms have the following meanings:

Thetford: Thetford B.V. established in Etten-Leur, The Netherlands, and its successors in title together with those natural or artificial persons resident or established within Europe and associated financially, organisationally and/or economically with Thetford B.V. and their successors in title;

Customer: any natural or artificial person who purchases Products from Thetford or enters into a Contract with Thetford or who is in negotiation with Thetford on the conclusion of a Contract;

Contract: any agreement formed between Thetford and the Customer, any alteration or addition to such an agreement, and all legal acts and other transactions carried out in preparation or in performance of that agreement;

Products: all things forming the subject of a Contract.

2. Applicability

2.1 These General Terms and Conditions of Sale form part of all Contracts and are applicable to all (other) transactions and legal acts by Thetford and the Customer.

2.2 Thetford expressly rules out the applicability of any general or specific terms and conditions or stipulations put forward by the Customer.

3. Offers and the creation of Contracts

3.1 Any offer or price quotation merely represents an invitation to place an order.

3.2 A Contract is formed only if and insofar as an order from the Customer is accepted by Thetford in writing or an order is implemented by Thetford.

3.3 While all statements of numbers, dimensions, weights and other designations and technical descriptions of the Products are made by Thetford with proper care, Thetford cannot guarantee that no variations will occur in these details. Samples, drawings or models displayed or provided are merely indications of the Products in question.

4. Changes and additions

4.1 Changes and additions to any stipulation in a Contract or in these General Terms and Conditions of Sale must be agreed in writing.

- 4.2 Where a change or addition as referred to in section 4.1 is agreed, that change or addition shall apply only for the particular Contract in question.

5. **Prices**

- 5.1 All prices are exclusive of value-added tax, and unless expressly stated otherwise the costs of packaging and carriage, import and export duties, excises and all other levies or taxes charged in respect of the Products and their transport are payable by the Customer.
- 5.2 Prices are based on the circumstances applying for Thetford at the time when the Contract is formed, including but not limited to currency exchange rates, purchase prices, carriage rates, import and export duties, excises, levies and taxes that are levied directly or indirectly on Thetford or charged to Thetford by third parties. If these circumstances change subsequent to the formation of the Contract but prior to delivery, Thetford has the right to charge on the resulting charges to the Customer.

6. **Delivery period**

- 6.1 The delivery period quoted by Thetford is based on the circumstances as they apply to Thetford at the time when the Contract is formed and (where Thetford is dependent on performances by third parties) on the information provided to Thetford by those third parties. Thetford will observe the delivery period insofar as possible.
- 6.2 The delivery period commences on the date on which the order is confirmed in writing by Thetford. Where Thetford requires information or resources that are to be provided by the Customer for the performance of the Contract, the delivery period commences on the date that all the required information or resources are in Thetford's possession, but no earlier than the date of confirmation of the order in writing.
- 6.3 If the delivery period is exceeded, the Customer shall not have the right to cancel the Contract unless the delay in delivery is of such an extent that the Customer cannot reasonably be expected to continue with the Contract. In the latter case, the Customer is entitled to cancel the order in question provided that the Customer notifies Thetford accordingly by registered letter, without prejudice to Thetford's right to deliver the Products to the Customer provided that Thetford does so within one week after receipt of that notification.

7. **Delivery and risk**

- 7.1 Where so stated on the quotation or order confirmation, the delivery of the Products, the stipulations regarding delivery charges and the passing of the risk are in accordance with the usual commercial terms, such as carriage paid, f.o.b., c.i.f. and c.f., and the Incoterms of the International Chamber of Commerce in Paris as they apply from time to time are applicable in all such cases.

- 7.2 If the terms referred to in section 7.1 above have not been agreed the risk in respect of the Products and the packaging passes to the Customer in all cases at the point when the Products are ready for transport, and the transport of the Products shall in all cases be carried out for the Customer's account and risk.
- 7.3 If the Customer fails to collect or take receipt of the Products or the documents issued for the Products or to do so promptly, the Customer shall be in default without further warning. In that case Thetford is entitled to have the Products stored for the Customer's account and risk or to sell the Products to a third party. The Customer remains liable for the purchase price plus interest and charges (by way of compensation), where appropriate minus the net yield from the sale of the Products to such a third party.
- 7.4 Thetford is entitled to make part deliveries at all times.

8. **Force majeure**

- 8.1 If Thetford is unable to meet its obligations to the Customer as a result of force majeure, these obligations shall be suspended for the duration of the state of force majeure.
- 8.2 If the state of force majeure has lasted for one (1) month either party may cancel all or part of the Contract. In the event of force majeure the Customer has no right to any compensation or payment even if Thetford has enjoyed any benefit as a result of the force majeure.
- 8.3 Force majeure affecting Thetford means any circumstance beyond Thetford's control that prevents the performance of Thetford's obligations towards the Customer in whole or in part or is such that Thetford cannot reasonably be expected to comply with its obligations, irrespective of whether that circumstance was foreseeable at the time when the Contract was entered into. Such circumstances include but are not limited to: strikes at Thetford or elsewhere, stoppages or other problems in manufacturing by Thetford or its suppliers and/or in transport provided by Thetford or by third parties and/or measures by any government institution, together with the lack of any permit or license to be obtained from the authorities, such as an import or export license.
- 8.4 Thetford will inform the Customer as soon as possible of any potential or actual state of force majeure.

9. **Payment**

- 9.1 The Customer shall pay the amounts charged to it by Thetford, effectively to the amount shown on the invoice, within the payment period shown on Thetford's order confirmation, or if no such payment period is shown within 30 days after date of invoice. All payments must be made to a bank or giro account to be specified by Thetford.

- 9.2 The Customer must pay all the amounts charged to it in full without discount or deduction and may not set off any sums alleged to be owed to it against that payment. In addition, the Customer does not have the right to suspend any payment due to Thetford.
- 9.3 Even after the formation of the Contract, Thetford may demand payment of the purchase price in advance or the provision of what Thetford considers to be adequate security, including the usual commercial terms of documentary credit such as irrevocable letters of credit, cash against documents or cash against delivery.
- 9.4 The Customer is in default by the simple expiry of a payment period. In that case, all Thetford's claims against the Customer in any respect whatsoever become immediately due and payable.
- 9.5 If the Customer fails to pay any invoice from Thetford in full within the payment period the Customer will automatically be in default without any notice of default or further warning being required. In such a case, Thetford has to charge interest at the European Central Bank's refinancing rate plus a surcharge of 7% in the same currency as the amount invoiced to the Customer without further notice.
- 9.6 If the Customer is in default of payment to Thetford the Customer will be obliged to reimburse Thetford in full for all extrajudicial costs and court costs. The extrajudicial costs to be reimbursed by the Customer amount to at least 10% of the amount outstanding plus the value-added tax due on that amount.
- 9.7 If Thetford sends the Customer payment reminders or other requests for payment once the Customer is in default, this is done without prejudice to the provisions of sections 9.4, 9.5 and 9.6.
10. **Reservation of title**
- 10.1 Notwithstanding the actual delivery of the Products, title to the Products does not pass to the Customer until the Customer has paid in full all sums that the Customer is or will be due to Thetford in respect of Products delivered or to be delivered under the Contract, including but not limited to the purchase price, any surcharges, interest, taxes and charges payable under these General Terms and Conditions of Sale or under the Contract, together with any work performed or to be performed in respect of the Products and with respect to all claims based on breach of such Contract. Until that time, the Customer shall solely hold the Products for Thetford and shall store the Products separately from its own goods, and in such a manner that the Products are identifiable as Thetford's property.

- 10.2 Until title to the Products has passed to the Customer the Customer may not lease the Products to third parties, make the Products available for use by third parties, pledge the Products to third parties or otherwise agree a charge on the Products in favour of third parties. The Customer is entitled to sell or deliver the Products to which Thetford holds the title to third parties or install such Products only insofar as is necessary in the context of the Customer's ordinary activities. These powers or as appropriate the exercise of these powers shall not prejudice Thetford's ownership rights and Thetford's right to repossess the Products and, where necessary, to uninstall them for that purpose.
- 10.3 If and for as long as Thetford is the owner of the Products, the Customer shall inform Thetford in writing without delay if:
- (i) the Products or the items in which the Products have been installed are seized or attached or if any claim is otherwise made on the Products or any part of them by third parties;
 - (ii) an application for a provisional suspension of payment or a suspension of payment is made by the Customer or granted, or if any arrangements with the Customer's creditors are made, or
 - (iii) an application for the bankruptcy is filed with regard to the Customer or the Customer is declared bankrupt. Further, the Customer shall on Thetford's first request inform Thetford where the Products are located.
- 10.4 In the event of seizure or attachment, (provisional) suspension of payment or involuntary liquidation, the Customer shall also immediately inform the bailiff serving the charge, the administrator or the receiver of Thetford's title rights and other rights.
- 10.5 The property law aspect of reservation of title ("goederenrechtelijke gevolgen van eigendomsvoorbehoud") to the Products shall be governed by Dutch law or, at Thetford's discretion, by the law of the country of destination of the Products, provided that (i) the laws of such country in respect of reservation of title provide better protection to Thetford than Dutch law and (ii) the Products are actually imported into that country of destination.

11. **Customer and complaints**

- 11.1 The Customer is obliged to check the number of packages carefully as soon as they arrive at their destination, or immediately on their receipt by the Customer itself or a third party acting for the Customer if earlier, and to compare that number with the number shown on the waybill or other consignment document.
- 11.2 The Customer is obliged to inspect the Products carefully or have them so inspected as soon as they arrive at their destination, or immediately on their receipt by the Customer itself or a third party acting for the Customer if earlier. Any complaints of defects in the Products must be reported to Thetford in writing within no more than eight (8) days after the arrival of the Products.

- 11.3 Defects that could not reasonably be detected within the said period must be reported in writing to Thetford immediately on their detection and at latest within thirty (30) days after the arrival of the Products.
- 11.4 On the detection of any defect, the Customer must discontinue the use, treatment or installation of the defective Products without delay.
- 11.5 The Customer will provide Thetford with all requested cooperation for the investigation of the complaint, for example by giving Thetford the opportunity to carry out (or arrange for) an on-site investigation of the circumstances of treatment, installation or use.
- 11.6 The Customer has no right to complain in respect of Products where Thetford is unable to carry out a verification of the complaint.
- 11.7 The Customer may not return the Products until Thetford has agreed to their return in writing. The Products shall be transported as instructed by Thetford in all cases. Solely where a complaint has been made promptly, correctly and justifiedly, the reasonable costs of return are payable by Thetford provided that those costs have been approved by Thetford in advance.
- 11.8 If the Customer complains promptly, correctly and justifiedly of defects in a Product, Thetford's liability in that respect is limited to the obligations set out in sections 12 and 13 and the Customer has no further claims against Thetford. Nor has the Customer the right to cancel all or part of a Contract with Thetford.
- 11.9 Complaints that are not notified to Thetford promptly and correctly give the Customer no rights of any description whatsoever against Thetford.

12. **Guarantee**

- 12.1 Thetford guarantees that the Products will show no defects and will function properly from their delivery to twelve (12) months after their purchase by the first end user on condition that all the obligations and requirements set out in section 14 are strictly complied with in all cases by the Customer, middleman and first end user.
- 12.2 If in Thetford's reasonable opinion it has been sufficiently demonstrated that the Products show defects or do not function properly within the period specified in section 12.1 Thetford shall have the option either to replace the Products that have proved faulty free of charge on the return of the faulty Products, or to replace the faulty Products with the replacement of components where necessary. By doing so, Thetford shall have discharged its guarantee obligations in full and shall not be obliged to make any further compensation or payment.

13. **Liability and indemnity**

- 13.1 Without prejudice to the provisions in sections 12 and 13.2 and except in the case of willful misconduct or gross negligence by Thetford or its managerial staff, Thetford's contractual and third-party liability towards the Customer is limited to the amount of the purchase price of the Product in respect of which Thetford's contractual and third-party liability has arisen.
- 13.2 Except in the case of willful misconduct or gross negligence by Thetford or its managerial staff, Thetford is not under any circumstances liable for indirect damage suffered by the Customer, including consequential loss, environmental damage and non-pecuniary damage.
- 13.3 Except in the case of willful misconduct or gross negligence by Thetford or its managerial staff, the Customer shall indemnify Thetford against all claims by the middleman, the end user or any other third party whatsoever in respect of compensation, damages, expenses or interest in connection with the Products or flowing from the use of the Products. If a claim is made against the Customer in that respect by the middleman, the end user or any other third party whatsoever, recourse against Thetford is excluded except in the case of willful misconduct or gross negligence by Thetford or its managerial staff.

14. **Other obligations of the Customer**

- 14.1 The Customer guarantees that, as applicable, the Customer itself, the middleman and the end user will ensure that:
- a. the Products are stored in a suitable place;
 - b. the Products are not modified or changed;
 - c. the serial number and/or the production date are not altered or changed;
 - d. the Products are installed by competent persons, who will follow the installation instructions
 - e. the Products are not sold, resold or delivered or redelivered to countries, persons, companies, and organisations (entities) that are subject to sanctions in the field of import, export and economy, such as, but not exclusively, included in the 'consolidated sanctions list of the EU' or the 'EU Sanctions Map' (at the time of drafting these General Terms and Conditions of Sale to be consulted via the following hyperlinks:
<https://data.europa.eu/data/datasets/consolidated-list-of-persons-groups-and-entities-subject-to-eu-financial-sanctions?locale=en>
and <https://sanctionsmap.eu/#/main>).
- 14.2 It is the Purchaser's responsibility to stay informed about sanctioned countries, persons, companies and organisations (entities) and to ensure compliance with the applicable sanction laws and regulations if and insofar as it sells, resells or delivers or redelivers Thetford Products

- 14.3 The Purchaser is obliged to impose the provisions and regulations contained in this article (art. 14) as an obligation on its contracting party and to oblige that party to do the same in the sense that the end user becomes sufficiently aware of these provisions and regulations.
- 14.4 Thetford shall never be responsible and shall be indemnified by the Purchaser against any direct and indirect loss and other forms of liability that may arise from claims resulting from Products sold, resold or delivered or redelivered by the Purchaser as referred to in article 14.1(e) of these General Terms and Conditions of Sale.
- 14.5 Thetford has the right to withdraw an offer or to refuse to deliver Products, if and insofar as Thetford suspects that the Purchaser will not comply or will violate the laws and regulations relating to the sanctioned countries, persons, companies and organisations (entities).'

15. Default/dissolution

- 15.1 If the Customer fails to comply properly or fails to comply promptly with any obligation arising to the Customer from any Contract, the Customer shall be in default without further notice and Thetford shall have the right:

- to suspend performance of that Contract and other Contracts directly related to it until compliance is sufficiently assured; and/or
- to dissolve that Contract and other Contracts directly related to it in whole or in part;

without Thetford being obliged to compensate the Customer in any way and without prejudice to Thetford's further rights.

- 15.2 In the event of (provisional) suspension of payment, involuntary liquidation, discontinuation or winding up of the Customer's business all Contracts with the Customer will be dissolved by operation of law unless Thetford notifies the Customer within a reasonable time that Thetford requires compliance with the Contract(s) or part of the Contract(s), in which case Thetford may without further notice of default:

- suspend performance of the Contract(s) in question until the Customer's compliance has been sufficiently assured; and/or
- suspend all obligations that it may have in respect of the Customer;

without Thetford being obliged to provide any compensation whatsoever and without prejudice to Thetford's further rights.

- 15.3 In each of the cases specified in sections 15.1 and 15.2 all amounts owed to Thetford by the Customer become immediately due and payable in full, the Customer is obliged to return any still unpaid Products immediately and Thetford has the right to enter the Customer's sites and buildings in order to take possession of those Products and where necessary to dismantle installed Products for that purpose.

16. **Applicable law – competent court**
- 16.1 The Contract and these General Terms and Conditions of Sale shall be governed by Dutch law.
- 16.2 Except as otherwise required by mandatory law, all disputes arising from the Contract or from these General Terms and Conditions of Sale shall be subject to the ruling of the competent court in Breda, provided always that Thetford has the right to bring claims against the Customer, simultaneously or otherwise, to other judicial bodies that are entitled to take cognisance of such claims under national or international rules of law.
- 16.3 If any stipulation forming part of these General Terms and Conditions or of the Contract proves to be void, is voided or is declared to be incompatible with any statutory provision, or otherwise cannot be enforced, the Contract shall otherwise remain in force and by agreement between the parties the stipulation in question shall be replaced without delay by a stipulation approximating as closely as possible to the purpose of the original stipulation.
- 16.4 These General Terms and Conditions of Sale have been drawn up in various languages. In case of any differences between the texts or in their interpretation, the Dutch text shall prevail.
- 16.5 The applicability of the Vienna Convention on the International Sale of Goods 1980 (CISG) is excluded. If any stipulation forming part of these General Terms and Conditions or of the Contract proves to be void, is voided or is declared to be incompatible with any statutory provision, or otherwise cannot be enforced, the Contract shall otherwise remain in force and by agreement between the parties the stipulation in question shall be replaced without delay by a stipulation approximating as closely as possible to the purpose of the original stipulation.

Agreed on:

Mr.