

GENERAL TERMS AND CONDITIONS OF DFD B.V.

Article 1 - General Provisions

1.1 During installation, adequate lighting must be present in all areas where the delivered equipment is to be installed.

1.2 Ladders and climbing equipment must be available during installation and must comply with applicable safety standards.

Article 2 - Shipment of Goods

2.1 Required and designed materials are supplied in the order determined by DFD B.V. for the most efficient and rapid construction process.

2.2 Transportation of materials is conducted in the most cost-effective manner at the discretion of DFD B.V.

2.3 The agreement is based on fully loaded containers. Partial shipments requested by the customer will incur additional charges.

2.4 Return shipments are accepted only with prior written consent from DFD B.V. and are at the client's expense and risk, irrespective of the agreed Incoterm.

2.5 Any equipment and/or labor required for transporting goods from containers or trucks into the hatchery building, including horizontal and vertical transport, must be arranged by the client.

2.6 If the payment obligations (both T/T and L/C) are not met, the Bill of Lading will not be released. All direct and indirect costs resulting from this shall be outside the risk of DFD B.V. These costs shall be borne by the client.

Article 3 - Force Majeure

3.1 Either party may be excused from performance obligations due to unforeseen and unavoidable circumstances deemed force majeure under international commercial conventions.

3.2 The execution timeline shall be extended by the duration of the force majeure event.

3.3 The affected party must notify the other party immediately via email, fax, or other written communication and provide official certification within fourteen (14) days.

3.4 If force majeure continues for more than one hundred and twenty (120) consecutive days, both parties must negotiate a resolution.

Article 4 - Exclusion of Consequential Damages

4.1 DFD B.V. shall not be liable for any indirect, consequential, or immaterial damages, including but not limited to lost profits, business interruptions, data loss, reputational damage, or diminished goodwill.

4.2 Liability exclusions do not apply in cases of intentional misconduct or gross negligence by DFD B.V. management.

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Article 5 - Shipping of Adhesives (IMO Permit)

- 5.1 When transporting dangerous goods such as adhesives regulated by the International Maritime Organization (IMO), compliance with international regulations is mandatory.
- 5.2 The IMO permit must be arranged upon contract signing.
- 5.3 The adhesive for PVC sewage pipes will be included in the first shipment, while additional adhesive for insulation will be delivered separately.

Article 6 - Terms and Conditions

- 6.1 The Terms and Conditions of DFD B.V. apply to all agreements.
- 6.2 By signing the agreement, the client acknowledges receipt of and agreement to these Terms and Conditions.
- 6.3 In case of conflict, the agreement prevails over the Terms and Conditions and applicable Incoterms.
- 6.4 Liability is limited to the invoice value, excluding VAT and material costs.

Article 7 - Warranty on Engineering

- 7.1 Engineering is based on information provided by the client.
- 7.2 Engineering mistakes caused by DFD B.V. will be corrected at DFD B.V.'s expense.
- 7.3 Warranty on engineering is void after successful commissioning of the project.

Article 8 - Warranty on Materials

- 8.1 Warranty on materials follows factory warranty standards, with a minimum of one year.
- 8.2 Warranty-covered materials will be provided free of charge, but transport costs remain the client's responsibility.
- 8.3 The warranty period for machines starts upon commissioning, but no later than 18 months after purchase.

Article 9 - Warranty on Installation Work

- 9.1 If installation does not meet engineering standards, DFD B.V. will rectify the work at its own cost.
- 9.2 Changes to installations post-installation without prior approval void the warranty.

Article 10 - Liability and Legal Jurisdiction

- 10.1 DFD B.V. accepts no liability for construction delays or financial losses resulting from such delays.
- 10.2 Damage caused by third parties during construction is not the responsibility of DFD B.V.
- 10.3 Damage to materials by client-appointed workers is not the responsibility of DFD B.V.
- 10.4 All agreements are governed by Dutch law, and disputes fall under the exclusive jurisdiction of the court in Noord-Nederland, location Assen.

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Article 11 - Social Media

- 11.1 With client consent, DFD B.V. reserves the right to publish project-related media.
- 11.2 Confidential company information will not be disclosed.
- 11.3 Clients may communicate restrictions or preferences in advance.

Article 12 - Ownership and Disposal of Remaining Materials

- 12.1 All remaining materials post-project remain the property of DFD B.V.
- 12.2 Spare parts may be retained upon mutual agreement.

Article 13 - Basic and Detailed Engineering

- 13.1 Basic engineering is final upon order confirmation.
- 13.2 Detailed engineering may change due to practical and structural modifications, with timely communication and client consultation.

Article 14 - Worksite Conditions

- 14.1 The client must provide a clean, safe, and healthy worksite with adequate storage facilities.
- 14.2 The client must ensure timely and guaranteed access to necessary utilities such as electricity, water, gas, compressed air, telecom, and sewer connections.
- 14.3 The client is responsible for delays and costs caused by third-party contractors.
- 14.4 The client is responsible for securing tools and materials outside working hours.

Article 15 - Amendments and Reservations

- 15.1 This document is prepared with the utmost care.
- 15.2 All amendments are subject to change and reservation by DFD B.V.

Article 16 - Obligations of the Technical Contractor

- 16.1 The Technical Contractor is obligated to inform the Customer if the demand specification, order, or agreement prepared by or on behalf of the Customer, as well as the information, data, or goods provided by the Customer or any modifications requested by the Customer, clearly contain such errors or defects that proceeding with them without issuing a warning would be contrary to the principles of reasonableness and fairness.
- 16.2 However, the Technical Contractor shall not be required to conduct more than a general assessment of the information, designs, drawings, calculations, and specifications provided by or on behalf of the Customer, ensuring compliance with the standards of the installation profession. The Technical Contractor's inspection of goods supplied by the Customer shall be limited to a visual examination for external damage (where reasonably possible in the case of packaged goods), verification of quantities and dimensions, and, where feasible, a review of the packing lists.
- 16.3 The Technical Contractor shall make every reasonable effort to carry out the work. However, the scope of its obligations shall also depend on the level of input and influence of the Customer or any third party engaged by or on behalf of the Customer.

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16.4 The Technical Contractor is required to comply with all applicable legal obligations, as well as the principles of reasonableness, fairness, and customary practices in accordance with the nature of the Agreement.

16.5 Upon request, the Technical Contractor shall provide the Customer with updates on the execution of the work at any reasonable time and shall grant access to the worksite at a specified time. If agreed upon, the Technical Contractor shall demonstrate, by means of an inspection plan, protocol, logbook, or report, that the work performed and its results meet the requirements set forth in the Agreement.

16.6 The Technical Contractor shall be responsible for repairing any damage to the installation or any part thereof that occurs during, or as a result of, the execution of the work, prior to delivery and at his own expense—unless such damage was not caused by him or it would be unreasonable to hold him liable. This is without prejudice to the liability of the parties under the Agreement or applicable law. The Customer may, by means of a modification in accordance with Article 13, instruct the Technical Contractor to repair damage to the installation that is not his responsibility.

16.7 The Technical Contractor shall, to the best of his ability and in a timely manner, transfer to the Customer any rights under warranties provided to him by independent auxiliary persons concerning the installation or its components.

16.8 The Technical Contractor shall, to the best of his ability and in a timely manner, provide instructions upon request regarding the commissioning, decommissioning, and operation of the installation.

16.9 The Technical Contractor is obligated to treat all customer data as confidential, provided such data has been disclosed to him as confidential, and shall ensure that his personnel respect this confidentiality.

Article 17 - Offer

17.1 The Technical Contractor's tender shall be non-binding; he may withdraw his tender shortly after receiving its acceptance, unless the tender specifies a period for acceptance and that period has not yet expired.

17.2 The content of all offer documents, including drawings, descriptions, or specifications, shall be as precise as possible but shall not be legally binding.

17.3 The Customer must treat the information contained in the offer documents as confidential and may not use it for its own purposes, for third-party use, or disclose it to third parties. The provisions of paragraph 20 of Article 4 of these Terms and Conditions shall apply accordingly.

17.4 If no Agreement is concluded based on the offer documents, the Customer shall promptly return all such documents at its own expense and risk to the Technical Contractor's designated address upon the first request of the Technical Contractor.

Article 18 - Prohibition on Hiring Employees and Seconded Workers

18.1 During the term of the Agreement and for a period of one year following its termination, the Customer shall not employ any employees of the Technical Contractor who were involved in the execution of the Agreement, nor engage them in any other professional capacity.

18.2 In the case of secondment, the Customer shall not employ the seconded persons during the term of the secondment or for a period of one year immediately following its conclusion, nor engage them in any other professional capacity.

Article 19 - Terms

19.1 The Technical Contractor shall not be required to commence the execution of the work until all necessary information, data, or goods, as referred to in the article "**Obligations of the Customer**," have been provided to him, and he has received the agreed installment payment. However, he is authorized to commence work and/or deliver earlier, unless otherwise stipulated in the Agreement.

19.2 Unless expressly agreed otherwise, all deadlines are established to the best of the Technical Contractor's knowledge and will be observed as far as possible. The mere failure to meet such deadlines shall not place the Technical Contractor in default. If there is a risk of exceeding a deadline, the Technical Contractor and the Customer shall consult each other as soon as possible.

Article 20 - Testing, Acceptance, and Delivery

20.1 The Customer is entitled to verify, through inspections, tests, or examinations, whether the work and its results comply with the requirements set forth in the Agreement.

20.2 Unless otherwise agreed, testing by or on behalf of the Customer shall take place after consultation with the Technical Contractor and shall be conducted at the Customer's expense and risk. The Technical Contractor shall provide the necessary cooperation within reasonable limits.

20.3 The Customer shall minimize any disruption to the work when exercising his right of inspection. The Customer shall be responsible for any delays and/or costs incurred as a result, insofar as these cannot be attributed to the Technical Contractor. Any damage caused to the installation as a result of the assessment shall be at the Customer's expense.

20.4 Once the Technical Contractor has indicated that the results of the work are ready for acceptance, and the Customer neither approves them within the timeframe set by the Technical Contractor nor explicitly accepts them (whether with or without reservations) or rejects them by specifying the defects, the results of the work shall be deemed tacitly accepted.

20.5 Minor defects that can be remedied before the next payment deadline shall not constitute grounds for refusal, provided that they do not prevent the installation from being put into operation.

20.6 Upon acceptance, the results of the work shall be deemed completed. The Technical Contractor is authorized to divide the delivery into multiple partial deliveries.

20.7 If the results of the work are (tacitly) accepted by the Customer, the date of acceptance shall be deemed to be the date of the notification referred to in paragraph 4.

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20.8 At the Customer's request, acceptance of the results of the work may also take place without the notification referred to in paragraph 4. In such a case, the Customer shall inform the Technical Contractor in writing that he considers the work to be accepted. The date of transmission of this written confirmation shall be deemed the date of acceptance.

Article 21 - Early Commissioning

21.1 If the Customer wishes to put the installation or any part thereof into operation before the scheduled delivery date, the parties shall follow the procedure outlined in the article "**Changes to Additional and Reduced Work**" (Changes). The Customer must approve and formally sign off on the completion of the relevant work before the date of such early commissioning. If the Customer fails to do so but nevertheless puts the installation into operation, the installation shall be deemed approved and completed.

Article 22 - Suspension, Dissolution, and Termination

22.1 The Customer is entitled to suspend the work. The Customer must provide written notice of such suspension, stating the reasons, and must consult with the Technical Contractor as soon as possible regarding the consequences.

22.2 If the work or any part thereof is suspended or delayed for reasons not attributable to the Technical Contractor, the Customer shall be obligated to reimburse the Technical Contractor for all work performed, based on the status of the work at the time of suspension, as well as all reasonable costs incurred or to be incurred as a result of obligations already undertaken by the Technical Contractor in anticipation of fulfilling the Agreement. This reimbursement shall be calculated from the moment the suspension or delay occurs.

22.3 If the work has been suspended or delayed for more than two months, the Technical Contractor shall be entitled to terminate the Agreement.

22.4 If the Customer has applied for a moratorium, has been declared bankrupt, or has failed to comply with the Agreement, the Technical Contractor shall be entitled to dissolve the Agreement.

22.5 The Customer is entitled to terminate the Agreement, in whole or in part, at any time.

22.6 In the cases referred to in paragraphs 3 to 5, the Customer shall be obligated to pay the fixed price stipulated in the Agreement, minus any cost savings realized by the Technical Contractor as a result of the termination. If the price was based on actual costs incurred by the Technical Contractor, the amount payable by the Customer shall be calculated based on the costs already incurred, the work performed, and the profit that the Technical Contractor would have realized had the work been completed in full.

22.7 The Customer shall also be liable for compensating any damages suffered by the Technical Contractor, without prejudice to the Technical Contractor's obligation to mitigate such damages as much as possible, unless the damage results from a failure that cannot be attributed to the Customer.

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Article 23 - Extension of the Deadline and/or Reimbursement of Costs

23.1 Subject to the provisions of Article 13, the Technical Contractor shall be entitled to an extension of the deadline and/or reimbursement of costs only if:

- (a) These Terms and Conditions explicitly provide for such an entitlement, and the delay and/or costs result from circumstances not attributable to the Technical Contractor; or
- (b) The delay and/or costs arise from a circumstance for which the Customer is responsible, and against which the Technical Contractor was not required to warn in light of the obligation referred to in Article 3, paragraph 3; or
- (c) An unforeseen circumstance arises of such a nature that, in accordance with principles of reasonableness and fairness, the Customer cannot be expected to uphold the Agreement in its original form.

23.2 If the Technical Contractor believes he is entitled to an extension of the deadline and/or reimbursement of costs, he shall inform the Customer in writing, providing a detailed justification. This notice shall include all direct and indirect costs, along with a reasonable markup for general expenses, profit, and risk. Additionally, the consequences regarding the project schedule shall be specified.

Article 24 - Changes (Contract Variations and Amendments)

24.1 The Customer is authorized to instruct the Technical Contractor to implement changes to the Agreement, the work, the results of the work, assignments, the work plan, and the inspection plan.

24.2 The Technical Contractor shall not be obliged to execute a requested modification if:

- (a) The modification has not been commissioned in writing; or
- (b) The modification would cause unacceptable disruption to the work; or
- (c) The modification exceeds the Technical Contractor's knowledge, skills, or capabilities; or
- (d) The modification would not be in the Technical Contractor's interest; or
- (e) The parties do not reach an agreement on the financial consequences and the impact on the project schedule and work plan.

24.3 If the Technical Contractor is willing to implement the requested modification, he shall submit a written quotation to the Customer, including:

- (a) A breakdown of all direct and indirect costs, profit, and risk associated with the modification, minus any cost savings resulting from its implementation;
- (b) Adjustments to the scope of work, the project schedule, and the work plan; and
- (c) Revisions to the timesheet or payment terms.

24.4 The Technical Contractor shall be entitled to reasonable compensation for the costs incurred in preparing the quotation mentioned in paragraph 3, regardless of whether the parties reach an agreement on its acceptance.

24.5 The Technical Contractor is authorized to propose modifications to the Customer if he deems it necessary, provided that the work and its results will still comply with the Agreement.

24.6 The Customer may either reject or accept the proposed modifications referred to in paragraph 5 without providing reasons. In the latter case, the parties shall follow the procedure outlined in this article.

24.7 If the procedure concerning the requested modifications is delayed due to circumstances beyond the Technical Contractor's control, the Technical Contractor shall be entitled to an extension of the deadline and/or reimbursement of costs in accordance with Article "**Extension of the Deadline and/or Reimbursement of Costs.**"

24.8 The absence of a written order regarding a modification shall not affect the Technical Contractor's right to claim payment.

Article 25 - Intellectual and Industrial Property Rights

25.1 All intellectual and industrial property rights to goods, data, and (technical) information delivered to the Customer shall remain the exclusive property of the Technical Contractor. The Technical Contractor retains the sole right to publish, create, and reproduce these goods, data, and information, while the Customer is granted the exclusive right to use them.

25.2 Documents provided by the Technical Contractor to the Customer, including but not limited to designs, drawings, technical descriptions, or specifications, shall become the property of the Customer. However, these documents may only be used in accordance with the rights granted under applicable intellectual and industrial property laws, and only after the Customer has fulfilled all financial obligations to the Technical Contractor.

25.3 The Customer is not permitted to reconstruct the installation, in whole or in part, based on the Technical Contractor's design without the explicit prior written consent of the Technical Contractor. This restriction also applies to goods manufactured in accordance with the Technical Contractor's design. The Technical Contractor reserves the right to impose conditions on such consent, including but not limited to the payment of a fee.

25.4 The Customer shall only be entitled to have the installation, as per the Technical Contractor's design, realized by a third party without the Technical Contractor's intervention and approval if the Agreement has been dissolved due to a breach attributable to the Technical Contractor. In such cases, the Technical Contractor shall bear no liability for defects that can be traced back to construction carried out by or on behalf of the Customer.

25.5 The Customer's right to use software developed and delivered by the Technical Contractor is non-exclusive. The Customer may only use this software within its own company or organization and solely for the technical installation for which the usage right has been granted. If the right of use applies to multiple installations, this must be explicitly stated in the Agreement.

25.6 The right of use is non-transferable. The Customer is strictly prohibited from making the software or the media on which it is stored available to any third party, in any manner, or from allowing third parties to use it. The Customer may not reproduce, copy, or modify the software, except to correct errors. The source code and any technical information generated during the software's development shall not be made available to the Customer unless explicitly agreed otherwise.

25.7 The Technical Contractor shall have the exclusive right to apply for a patent in his own name and at his own expense for any inventions arising during or as a result of the execution of the Agreement.

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25.8 If the Technical Contractor obtains a patent as referred to in paragraph 7, he shall grant the Customer a non-transferable right to use the invention free of charge. If the Customer intends to make a concrete application of this right, it must seek prior approval from the Technical Contractor. Such approval may only be withheld if the Technical Contractor can demonstrate that granting permission would result in a conflict of interest with his business.

Article 26 - Correction of Errors

26.1 In the event of demonstrable errors made by DFD B.V., these shall be corrected at the expense of DFD B.V. DFD B.V. reserves the right to rectify such errors at its own discretion, provided that all corrections comply with Dutch law and applicable standards. Upon request, these standards will be made available.

Article 27 - Warranty on Materials

27.1 The warranty on materials expires if they are stored for an extended period in containers or on-site due to construction delays. To ensure quality and functionality, the following terms apply:

1. After commissioning: The warranty expires [e.g., 30 days] after the materials have been put into use.
2. After invoice date: If the materials have not been put into use, the warranty expires [e.g., 90 days] after the invoice date.

Materials must be processed and installed within a reasonable timeframe in accordance with the prescribed guidelines. Prolonged storage may lead to quality degradation, damage due to weather conditions, or other external influences, for which we do not accept responsibility. Any warranty claims will be void in such cases.

Article 28 - Use of Locally Procured Materials

28.1 If, during the execution of the work, certain materials are required, we reserve the right to procure these materials locally, provided they are equivalent in specifications and quality to the originally prescribed or agreed-upon materials. This is to ensure project continuity, avoid logistical delays, and promote execution efficiency. Any additional or reduced costs resulting from local procurement will be communicated transparently and invoiced separately.

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Article 29 – Fire During Installation

29.1 During the execution of installation work, the contractor shall take all reasonable precautions to minimize the risk of fire. This includes, but is not limited to, complying with applicable safety regulations, using appropriate fire-resistant materials, and applying safe working methods, particularly when working with heat-generating equipment (such as welding, grinding, or soldering).

29.2 The client is responsible for providing adequate fire prevention measures at the work site in a timely manner, such as fire extinguishers, fire hoses, and clearly marked escape routes, unless otherwise agreed upon in writing.

29.3 In the event of a fire during installation, the contractor shall immediately notify the client and, if necessary, the relevant authorities, and shall take appropriate action to limit damage and prevent danger to persons and property.

29.4 Damage resulting from fire during installation can only be recovered from the contractor in cases of intent or gross negligence.

29.5 The contractor shall not be liable for consequential damage, business interruption, or loss of data or production due to fire during installation, unless otherwise agreed upon in writing.

Article 30 – Testing and Inspection of the Electrical Installation

30.1 The testing, inspection, and/or verification of the electrical installation must be carried out locally by a certified and independent inspection company, in accordance with applicable national and international standards and regulations.

30.2 Unless explicitly agreed upon in writing, such testing or inspection is not included in the contractor's standard scope of work.

30.3 At the client's request, the contractor can arrange for the testing and inspection to be performed. In such cases, the associated costs and any additional work will be invoiced separately.

30.4 The contractor accepts no liability for defects, deficiencies, or consequential damages resulting from inadequate inspection or the absence thereof, if such inspection was not performed by the contractor.

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