

GENERAL CONDITIONS OF BRILLIANT WATER

Article 1. General

- 1.1 In these general conditions (the “**General Conditions**”), the following terms have the meanings given:
- Agreement:** the (written) agreement (with appendices) entered into between Brilliant Water and the Client, including these general conditions and including but not re-stricted to the sale and delivery of Goods, the provision of Services, which also includes the contracting of work and the corresponding delivery of materials, the lease of water purification and ancillary equipment and appurtenances and the possible emplacement thereof, as well as other Agreements, whether or not mixed.
- Client:** the contractual counterparty Brilliant Water;
- Goods:** all deliverable products in respect of which Brilliant Water has committed itself;
- Lease Contract:** the agreement with Brilliant Water pertaining (in part) to the lease of goods;
- Leased Object:** the goods that Brilliant Water makes available to the Lessee on the basis of a Lease Contract;
- Lessee:** the natural or legal entity with whom Brilliant Water enters into a Lease Contract;
- Brilliant Water:** the limited liability companies Brilliant Water, or an enterprise affiliated with either of these companies;
- Service(es):** each provision of services by or on behalf of Brilliant Water, such as contracted work, design, assembly or installation work and technical assistance, regardless of whether it has (in part) been agreed within the framework of an Agreement for the delivery of Goods or for lease, and regardless of which name is given to those services.
- 1.2 These General Conditions apply to all proposals and offers of, legal relationships with, and all Agreements entered into by, Brilliant Water.
- 1.3 The Client may only invoke his own (purchase) conditions or deviate from these General Conditions subject to explicit written permission from Brilliant Water. Any applicability of possible (purchase) conditions of the Client is hereby explicitly excluded.
- 1.4 Brilliant Water retains the right to unilaterally amend these General Conditions from time to time.
- 1.5 In so far as possible, these General Conditions and the amendments referred to in Article 1.4 of these General Conditions also apply to Agreements already entered into between Brilliant Water and the Client.
- 1.6 In these General Conditions, the terms “written” and “in writing” are also considered to include “by e-mail”, with the proviso that the Client uses the address previously specified by Brilliant Water.
- 1.7 In the event of a contradiction between any provision of these General Conditions and those in the Agreement, the provisions of the Agreement prevail. In the event of a contradiction between the Dutch text of these General Conditions and any translation thereof made available to the Client, the Dutch text prevails.

Article 2. Agreements and offers

- 2.1 Unless explicitly stipulated otherwise, all proposals and offers issued by or on behalf of Brilliant Water are free of obligations and may be revoked by Brilliant Water.
- 2.2 Agreements with Brilliant Water are only formed - whether or not after a written offer - if confirmed by Brilliant Water in writing or if actually implemented by Brilliant Water. Oral agreements and clauses only bind Brilliant Water if confirmed in writing by thereto designated persons. An order confirmation issued by Brilliant Water reflects the contents of the Agreement.
- 2.3 In as far as Brilliant Water deems necessary or desirable in view of the execution of the Agreement, it is authorised to adjust its orders and instructions in the interim, even if such an execution has already begun.
- 2.4 All data included in publications of Brilliant Water, including folders and advertising material, are free of obligations and subject to change. Brilliant Water cannot vouch for the correctness, completeness or currency of such data. The Client cannot derive any rights from pre-printed product information, nor from any error(s) it may contain.
- 2.5 Drawings, calculations, systems, methods, schemes, samples, examples, equipment used and other ancillary instruments at all times remain the property of Brilliant Water and may not be reproduced and/or disclosed or made available to third parties by the Client without explicit prior permission from Brilliant Water, subject to an immediately due and payable penalty of € 25,000.-- for each breach.

Article 3. Delivery and execution

- 3.1 All (execution) periods stated by Brilliant Water or agreed on with the Client are indicative and can therefore not be considered to be final. If, for whatever reason, the work is not completed within such a period, Brilliant Water is only first in default after the Client has granted Brilliant Water a specific and reasonable period of time in writing of at least thirty days within to as yet comply. Brilliant Water can never be held liable for any loss ensuing from whatever delay.
- 3.2 Unless agreed otherwise, Goods are delivered ex warehouse Brilliant Water (Incoterms 2020).
- 3.3 Brilliant Water is entitled to execute the Agreement in phases and to deliver Goods earlier than the time of delivery referred to in Article 3.1 of these General Conditions.
- 3.4 The Client guarantees that Brilliant Water is always able to carry out the agreed performance or have such performance carried out without hindrance and under the appropriate circumstances. The Client is bound to take possession of the Goods upon delivery. If the Client fails to do so, Brilliant Water is entitled, without notice of default being required, to terminate the Agreement, to suspend its obligations (and to extend the delivery times) and/or to demand compensation.
- 3.5 In the event that Brilliant Water does not wish to terminate the Agreement, but does demand compliance with it, the required performance is considered to be purchased and delivered after a written demand to that effect has been issued, in which case the Client is obliged to pay the (purchase) price stated on the invoice. Delivered Goods must be stored at the risk and expense of the Client against payment of all resulting costs.
- 3.6 Agreed periods commence as from the last moment of:
 - the date of written order confirmation;
 - the date of transfer of the first instalment;
 - the date of receipt of all required technical documents and data and/or securities to be provided by the Client.

Article 4. Duty of disclosure of the Client

- 4.1 The Client is obliged, even without a request to that effect and prior to the commencement and the delivery of the Services and/or Goods of Brilliant Water, to provide all data and instructions that are or might be of importance to the correct delivery of those Services and/or Goods and with which he is familiar or with which he should reasonably have been familiar or may be considered to be familiar.
- 4.2 The Client is at all times required to meticulously verify that all information provided by and/or on behalf of Brilliant Water is correct and complete, and to immediately inform Brilliant Water in writing about possible errors, omissions and/or any other flaws it contains.
- 4.3 The Client is liable towards Brilliant Water for any financial loss resulting from the circumstance that the data and instructions provided by the Client prove to be incorrect, inaccurate and/or incomplete.

Article 5. Amendment of the Agreement

- 5.1 Save for in the case of additional work (see Article 8 of these General Conditions), amendments and additions to any provision in the Agreement and/or these General Conditions can only be agreed on in writing.
- 5.2 If an amendment or addition as referred to above occurs, this only applies to the individual Agreement in question, unless agreed otherwise.

Article 6. Execution of the work

- 6.1 Brilliant Water is entitled to execute its work as it deems fit, unless it is agreed that the execution of specific work is supervised by or on behalf of the Client or if ensuing otherwise from the Agreement.
- 6.2 The Client is required at his own risk and expense to obtain all permits, exemptions, approvals and/or allocations required for the work in a timely manner, and to render all cooperation deemed necessary by Brilliant Water, including the provision of personnel, storage space, parking facilities and adequate access roads.
- 6.3 The execution of the work only commences after the Agreement is formed by means of an order confirmation signed by or on behalf of Brilliant Water in accordance with Article 2 of these General Conditions, and only in so far as Brilliant Water has all documents, permits, exemptions, approvals and/or allocations required for the execution of the work at its disposal, as well as only in so far as Brilliant Water has received the stipulated prepayment.
- 6.4 In the case of surveys and advice, written recommendations and a survey report are drafted in duplicate. Analysis outcomes consist of a drawn profile as well as a description of the findings. The results of laboratory research are presented in the form of numbers, incorporated in tables and/or charts. All possible content measurements for relevant substances must be specified separately.

Article 7. Required data

- 7.1 The Client is obliged to immediately provide Brilliant Water with all required data, including drawings, calculations and other details relating to the project to be surveyed and/or executed.
- 7.2 The Client is responsible for the data he provides, both in respect of water or soil history and the survey material and use of the surveyed site. The Client is responsible for all possible obstacles in and on the site.
- 7.3 If the Client fails to adequately comply with the aforesaid duty of disclosure, all additional costs and subsequent financial losses are at his expense. The project price is based on an orderly and manageable situation, proper cooperation on the part of the Client and normal anticipated circumstances under which the project can be executed.

Article 8. Additional work

- 8.1 All forms of additional work may be charged separately with due regard for the provisions below, even if a fixed price has been agreed.
- 8.2 Additional work is considered to occur in, among others, the following cases:
- if the Client wishes to supplement and/or amend the Agreement and Brilliant Water reasonably deems such a supplement and/or amendment to constitute an extension or alteration of the Services, Goods and/or (other) work in relation to the Agreement; and
 - if Brilliant Water anticipates a supplement and/or amendment to the stipulated Services and/or Goods due to the fact that it deems this necessary for the proper and professional execution of the project or in view of new and/or altered technical insights or government regulations, or due to a shortcoming on the part of the Client, as a result of which the work is expanded.
- 8.3 If Brilliant Water anticipates additional work, it is as far as possible obliged to notify the Client accordingly within a reasonable period of time, and to furthermore notify the Client of the consequences of that additional work, such as the price and the delivery date.
- 8.4 The Client is considered to agree to the costs and other consequences of additional work, unless he immediately - that is to say within two (2) days after the date of the aforesaid notification files an objection in writing, in which case Brilliant Water is authorized to suspend the work (and extend the delivery date) until the parties reach an agreement or agree on a solution.

Article 9. Guarantee

- 9.1 Subject to the provisions of this Article 9, Brilliant Water vouches for the sound condition of the Goods (not being a Service) it delivers, as well as for the quality of the relevant materials used and/or delivered, in so far as relating to non-observable defects to the delivered Goods as revealed by inspection or acceptance tests of which the Client proves that they occurred within a period of six (6) months following delivery in accordance with Article 3, exclusively or predominantly as a direct result of a flaw in the construction applied by Brilliant Water or as a result of faulty processing or the use of inferior materials.
- 9.2 Paragraph 1 applies by analogy to non-observable defects that are revealed by inspection, respectively acceptance tests, and that occurred exclusively or predominantly as a result of faulty assembly/installation on the part of Brilliant Water. If the Goods are assembled/installed by Brilliant Water, the guarantee period of six (6) months referred to in Paragraph 1 commences on the day on which the assembly/installation in question is completed by Brilliant Water, with the proviso that the guarantee period in that case at any rate expires after a period of twelve (12) months following delivery in accordance with Article 3.
- 9.3 The defects falling under the guarantee referred to in Paragraphs 1 and 2 are resolved by Brilliant Water by means of repair or replacement of the Goods or defective parts in question, whether or not on the business premises of Brilliant Water, or by means of dispatch of a part for replacement, such to be decided at the discretion of Brilliant Water. All costs exceeding the sole obligation referred to in the previous sentence, such as but not restricted to transport costs and travel and accommodation expenses, as well as the costs of disassembly and assembly/installation, are always for the account of the Client. A new guarantee period of six (6) months is applied for repaired or replacement parts, with the proviso that each guarantee expires immediately after the passage of twelve (12) months following the delivery of the Goods in question in accordance with Article 3

or, if Paragraph 2 is applied, immediately after the passage of a period of eighteen (18) months following the delivery of the Goods in accordance with Article 3.

- 9.1 For repairs, revisions, maintenance and similar services executed by Brilliant Water outside a guarantee, a guarantee is given only for the soundness of the execution of the assigned work for a period of six (6) months following execution, unless agreed otherwise. This guarantee includes the sole obligation on the part of Brilliant Water to again execute the work in question in the event of a defect. The second and third sentences of Paragraph 3 apply by analogy.
- 9.2 Brilliant Water guarantees that the Services are performed with due care and expertise. Brilliant Water does not guarantee any specific result. No guarantee is given for inspections, advice and similar services provided or issued by Brilliant Water.
- 9.3 If Brilliant Water delivers products or materials to the Client which Brilliant Water has obtained from its suppliers, it is never bound to any guarantee or liability towards the Client in excess of what it can claim from its suppliers.
- 9.4 Not included in the guarantee are at any rate defects fully or partially resulting from:
- non-compliance with operating and maintenance instructions or use other than the intended normal use;
 - normal wear and tear;
 - assembly/installation or repairs performed by the Client or by third parties;
 - the application of any government regulation regarding the nature or quality of the materials used;
 - materials or Goods applied in consultation with the Client;
 - materials or Goods that are supplied to Brilliant Water by the Client for processing;
 - materials, products, work methods and constructions that are applied at the explicit request of the Client, as well as materials and products supplied by or on behalf of the Client;
 - cases in which Brilliant Water cannot reasonably be expected to inspect defects.
- 9.5 If the Client fails to comply with any obligation under the Agreement or any agreement ensuing from it, or fails to do so properly or in a timely manner, Brilliant Water is not bound to any guarantee, under whatever name, in respect of those agreements. All liability under a guarantee on the part of Brilliant Water lapses if the Client proceeds to disassemble, repair or perform other work relating to any Goods or arranges for such work to be performed.
- 9.6 Claims regarding defects and/or any invocation of a guarantee must be instituted in writing as soon as possible, and at any rate within fourteen (14) days after the date on which the defect was detected or should reasonably have been detected, failing which all liability against Brilliant Water for those defects lapses. Legal action must be instituted within one (1) year following the timely claim in question, subject to forfeiture of such claims.
- 9.9 If, in complying with its guarantee obligations, Brilliant Water replaces parts/products, the replacement parts/products remain the property of Brilliant Water.
- 9.10 Any alleged act of non-compliance on the part of Brilliant Water with its guarantee obligations does not discharge the Client of his obligations under any agreement entered into between the Client and Brilliant Water.
- 10.2 All payments must be made within thirty (30) days after the invoice date into a bank account designated by Brilliant Water. Payment is made without any discount, deduction or set off by the Client. The Client does not have the right to suspend his payment obligations, even in the event of a shortcoming or flaw in the services provided by Brilliant Water.
- 10.3 If the Client fails in the timely payment of an amount owed by him, he is obliged, without notice of default being required, to pay a default interest of one and a half percent (1.5%) per month, calculated as from the invoice date, in which a part of the month constitutes a whole month. The Client is in that case furthermore obliged to pay all extrajudicial (collection) costs, which amount to at least 15% of the total claim, with a minimum of five hundred Euros (€ 500) per occurrence.
- 10.4 Payments are first used to offset overdue interest and collection costs, and subsequently as discharge for the longest outstanding claim (invoice). Brilliant Water is always entitled to suspend compliance with its obligations (and to extend delivery dates) by a period equal to that in respect of which the Client has been in default of timely payment.
- 10.5 Any claim on the Client is immediately and fully due and payable, therefore including interest, costs and any as yet unclaimed invoices, in the event of an attributable shortcoming on the part of the Client or default of payment on his part or if his goods are seized, or if an application for a moratorium or dissolution of the Client has been filed. The Client is in such cases considered to be in default by operation of law, regardless of previous instalment agreements.
- 10.6 Brilliant Water is always entitled to demand the provision of adequate security or, at its own discretion, to demand full or partial payment, from the Client.
- 10.7 In the event of non-timely payment, as well as in the event of the circumstances referred to above, Brilliant Water is authorized to suspend the execution of the Agreement (with extension of the delivery dates) or to fully or partially terminate the Agreement, without being liable for compensation. All costs incurred due to such a suspension are for the account of the Client. In the event of partial execution, each performance is considered and invoiced individually. If the aforesaid security or partial payment is also not made or provided after a notice of default, Brilliant Water is authorized to terminate the Agreement without being liable for compensation towards the Client.

Article 11. Retention of ownership

- 11.1 All Goods delivered and to be delivered by Brilliant Water remain the property of Brilliant Water until the moment when the Client has fully complied with his payment obligations relating to those Goods. If, within the framework of the Agreement, Brilliant Water provides Services or performs other (additional) work for the Client, the retention of ownership also applies until the moment when the Client has fully paid all claims relating to such Services and work. The retention of ownership also applies to claims of Brilliant Water on the Client due to a shortcoming on the part of the Client in his compliance with one or more of his obligations towards Brilliant Water.
- 11.2 The Client is obliged, within reason and at his own expense, to cooperate in all measures deemed necessary by Brilliant Water to protect the delivered Goods and/or its right of ownership on those Goods.
- 11.3 If a third party seizes any Goods that are delivered under the retention of ownership or wishes to establish or invoke a right on those Goods, the Client is obliged to immediately notify Brilliant Water accordingly in writing.
- 11.4 The Client is not authorized to encumber Goods falling under the retention of ownership with any right, nor to sell such Goods or otherwise make them, or have them made,

Article 10. Price, payment and provision of security

- 10.1 Agreed prices and rates are expressed in Euros and excluding turnover tax. Prices are always based on price-setting factors as known at the time when the offer was made. Brilliant Water is always entitled to adjust prices and rates in the interim, for example due to increased raw-materials prices, import levies, taxes and/or exchange rates.

available to third parties. As long as the delivered Goods fall under the retention of ownership, the Client is only authorized to adapt or process those Goods in the normal operation of his business. The Client is not authorized to pledge or otherwise encumber Goods falling under the retention of ownership.

- 11.5 Following the adaptation or processing of the Goods referred to, Brilliant Water becomes the (co-)owner of all products created or partially created from those Goods, in which the Client is automatically obliged to keep such products in his custody for Brilliant Water. If, notwithstanding the provisions of the previous sentence, Brilliant Water does not obtain ownership of the products thus created by the Client, the Client is obliged at the first request of Brilliant Water to render every possible cooperation required to establish a right of pledge (to which other right holders are in such cases also entitled), whether or not nonpossessory, on the products in question for Brilliant Water. In so far as required and possible, the Client in those cases hereby irrevocably and unconditionally grants Brilliant Water power of attorney to establish the aforesaid nonpossessory pledge.
- 11.6 Brilliant Water is always entitled and, in so far as necessary, irrevocably authorized, without any notice of default being required, to repossess or to remove the Goods delivered under retention of ownership or to have those Goods removed from where they are located if the Client fails to comply with his payment obligations or if Brilliant Water has good reason to assume that the Client will not be able to comply with those obligations and is unable to provide adequate security.
- 11.7 In the event of a repossession by Brilliant Water of Goods falling under the retention of ownership, the purchase price is credited to the Client. Brilliant Water is entitled to reduce the amount to be credited by an amount it determines to be equal to the costs and losses it has incurred, notwithstanding possible further and other rights of Brilliant Water to compensation.

Article 12. Secrecy

- 12.1 The Supplier is obliged to maintain absolute secrecy towards any third party in respect of all information and further company details and knowledge made available by or on behalf of Brilliant Water in relation to the Agreement and the work performed, including drawings, calculations, specifications, photographs and other documents. The Client is obliged to impose this same duty of secrecy on his personnel, his subcontractors and their personnel.
- 12.2 The Supplier may not make any such information available or disclose any such information to third parties other than to achieve the purpose for which that information is intended, and even then only after prior written permission from Brilliant Water, unless such availability or disclosure is required under a legal obligation or a recent court order, in which case the thereby designated information is restricted to what has to be provided to third parties/government bodies.

Article 13. Intellectual property rights

- 13.1 All intellectual property rights (including but not restricted to copyrights, patents, knowhow and trade secrets relating to Goods (including products, systems and materials) and/or Services provided or in whatever manner made available to the Client by Brilliant Water (such as the appendices included in the Agreement, as well as prototypes or samples, software programmes, construction drawings, technical illustrations and calculations, as well as specifications and calculation schemes which the Client has provided or has had drafted etc.), including the results and outcomes ensuing from and relating to them (including derivative work), are vested exclusively in Brilliant Water or its

suppliers and/or license holders, in which Brilliant Water is entitled to use such Goods and/or Services for any purpose it deems appropriate. The Client can only acquire user rights in so far as explicitly allocated to him, unless explicitly agreed otherwise in writing by or on behalf of Brilliant Water and the Client.

- 13.2 The Client is obliged to return the aforesaid documents made available to him at the first request of Brilliant Water, but by no later than the date on which the assignment is completed.

Article 14. Health, safety and environmental regulations

- 14.1 In respect of the work assigned to Brilliant Water by the Client, the Client is obliged to adhere to all regulations imposed by the government and authorized institutions in terms of working conditions, safety and the environment, as well as all other regulations and instructions or directives, also those issued by Brilliant Water.
- 14.2 The Client indemnifies Brilliant Water against all third party claims relating to possible noncompliance with the aforesaid (statutory) obligations on the part of the Client or third parties.

Article 15. Flaws

- 15.1 The Client bears the risk of flaws and misunderstandings relating to the textual contents and the execution of the Agreement; at any rate if they are caused by the incorrect, or at any rate incomplete or untimely, provision of specifications or other relevant information to Brilliant Water.
- 15.2 Irregularities on account of the designated technical means, such as telephone, fax, e-mail or similar transmission data, are always for the account of the Client. The Client can never hold Brilliant Water liable for alleged losses in this regard.

Article 16. Liability and indemnity

- 16.1 Except in case of intent or willful recklessness on the part of Brilliant Water, all liability of whatever nature per occurrence on the part of Brilliant Water towards the Client is limited to the amount paid out by the insurer of Brilliant Water in the case in question. If, for whatever reason, the insurer fails to provide coverage, the liability is limited to 5% of the stipulated net contract price, save for in the event of deliberate intent or willful recklessness on the part of Brilliant Water. An interrelated series of occurrences constitutes a single occurrence. Intent or willful recklessness as referred to in the previous sentence is considered to be intent or willful recklessness on the part of Brilliant Water, its organs and/or its senior officials.
- 16.2 Each claim on Brilliant Water, save for those that it acknowledges, lapses by the passage of a period of six (6) months following the inception of the claim.
- 16.3 Non-compliance with the Agreement obliges the Client to compensate all losses incurred by Brilliant Water, its employees and third parties engaged by Brilliant Water in the execution of the Agreement in question.
- 16.4 Save for in the event of intent or willful recklessness on the part of Brilliant Water, its organs or its senior officials, the Client indemnifies Brilliant Water, its employees and other natural and legal persons engaged by Brilliant Water in the execution of the Agreement against all third party claims of whatever nature for payment of compensation, costs or interest resulting from or otherwise relating to Goods delivered, Services provided and/or other work performed by Brilliant Water.
- 16.5 Clauses limiting or excluding liability that might be invoked against Brilliant Water by third parties may also be invoked against the Client by Brilliant Water.
- 16.6 All means of defence which Brilliant Water may derive from the Agreement to contest its liability, may also be invoked by

the employees of Brilliant Water and other (legal) persons it engages in the execution of the Agreement against the Client as if he were a party to the Agreement .

Article 17. Force majeure

- 17.1 During a situation of force majeure, which is considered to include each circumstance beyond the control of Brilliant Water that prevents and/or obstructs the execution of the Agreement by Brilliant Water, including but not restricted to war, terrorism, riot, willful damage, fire, water damage, flooding, extreme weather conditions, industrial action, sit-down strikes, import and export restrictions, government measures, defective machinery, breakdowns in the supply of energy and/or the supply of materials by third parties and similar circumstances, Brilliant Water is entitled to suspend the execution of the Agreement (and extend delivery dates) or terminate the Agreement by means of a written notice in which the reasons are stated. No liability for compensation exists in the event of termination, save for the possible payment by the Client of costs actually incurred by Brilliant Water.
- 17.2 If, upon the occurrence of a circumstance of force majeure, Brilliant Water has partially complied with its obligations or is only able to partially comply with its obligations, it is entitled to invoice the executed or, as the case may be, yet to be executed part. The Client is obliged to pay that invoice as if it relates to a separate Agreement.

Article 18. Cancellation

- 18.1 If the Client, while clearly stating the reasons, wishes to cancel the order and Brilliant Water agrees to that request, the Client is at any rate obliged to pay Brilliant Water all expenses incurred by Brilliant Water within the framework of the Agreement in relation to ordered and yet to be received processed or unprocessed materials, as well as in relation to the losses resulting from the cancellation, the amount of which is hereby set at 25% of the invoice amount, subject to all rights vested in Brilliant Water to demand further and full compensation.
- 18.2 The Client is obliged to pay Brilliant Water the costs and possible exchange rate losses resulting from the cancellation and indemnifies Brilliant Water against all possible third party claims.

Article 19. Several liability

- 10.1 In the event of an Agreement between Brilliant Water and two or more other contractual parties, each of those Clients is severally liable for full compliance with the (financial) obligations under that Agreement.

Article 20. Disputes

- 20.1 The Agreement between parties, including these General Conditions, is subject exclusively to Dutch law. Any applicability of the Vienna Sales Convention is explicitly excluded.
- 20.2 All disputes ensuing from or relating to the Agreement or these General Conditions are settled by the competent court in Rotterdam, unless a different court is stipulated under mandatory provisions.

Terms of the lease

In addition to the preceding Articles 1 up to and including 20 of these General Conditions, the following Articles also apply if the Agreement entered into (also) constitutes a Lease Contract. In the event of a contradiction between any provision below and any provision above, the provisions below prevail.

Article 21. Lease period and agreement

- 21.1 The Lease Contract is effected for the period of weeks or months specified in it.
- 21.2 The lease commences as from the agreed time, being the moment when the Leased Object is put at the disposal of the Lessee, and ends, save for in case of extension, upon expiry of the lease period. If the Leased Object is returned by the Lessee within the agreed period, the Lessee is nevertheless obliged to pay the lease price for the entire agreed lease period.
- 21.3 If the Leased Object is returned too late, the Lessee is obliged to pay an amount equal to the lease price for its use, notwithstanding any obligation of the Lessee to pay compensation due to the untimely return.
- 21.4 Lease periods continue on Saturdays, Sundays, holidays, periods of frost and official public holidays. The Lessee may not return the Leased Object on Saturdays, nor on Sundays or public holidays.
- 21.5 The Lessee may extend the Lease Contract. Any request to that effect must be submitted to Brilliant Water within a period of four weeks prior to the expiry of the lease period in question.

Article 22. Delivery, transport costs and assembly

- 22.1 Unless a different place of delivery is explicitly agreed in writing, the Leased Object is delivered ex works Brilliant Water. If a different place of delivery is agreed, all transport to and from the destination upon commencement and upon termination of the Lease Contract, is for the risk and expense of the Lessee.
- 22.2 The location at which the Lessee wishes to have the Leased Object delivered or placed, must be situated on a paved road and be accessible for transport vehicles as used by Brilliant Water, such to be assessed at the discretion of Brilliant Water. If this is not the case, Brilliant Water is entitled to suspend its obligations (notwithstanding the obligation of the Lessee to pay the lease) or to charge additional costs for the delivery or placement without further consultation being required.

Article 23. Ownership

- 23.1 The Leased Object remains the property of Brilliant Water at all times and may not be relocated, altered, removed, sold or encumbered by any other right or given in use to third parties without prior written permission from Brilliant Water. In case of liquidation of the Lessee or any form of retention or seizure regarding the Leased Object, the Lessee is obliged to immediately notify Brilliant Water and third parties involved of the ownership right vested in Brilliant Water.
- 23.2 If the Lessee does not make the Leased Object available to Brilliant Water upon expiry of the lease period, compensation for damage is owed to the amount of the then still outstanding lease instalments and the residual value of the Leased Object.

Article 24. Duty of care, maintenance and malfunctions

- 24.1 Upon commencement of the lease period, the Lessee has the right to inspect the Leased Object or to have it inspected, failing which the Leased Object is considered to have been delivered in good condition, complete and

according to agreement. If Brilliant Water delivers and/or installs the Leased Object at the location of the Lessee or at a location designated by the Lessee, the Leased Object is considered to have been made available in good condition, complete and according to agreement, save for in case of a written complaint filed by the Lessee within twelve (12) hours after delivery and/or installation, or as much earlier as when the Leased Object is put to use. In so far as Brilliant Water drafts a report on the commissioning of the Leased Object, this constitutes conclusive proof of its (good) condition upon commencement of the lease.

24.2 The Lessee is obliged to manage the Leased Object with all due care. The Leased Object must be used exclusively in accordance with its nature and purpose. Brilliant Water is obliged to make every effort to ensure the good operation of the Leased Object in accordance with the standards of the Lease Contract. If necessary, malfunctions are resolved by Brilliant Water at the expense of the Lessee. All costs resulting from faulty or unprofessional use or maintenance, damage and repair - regardless of the cause or person responsible - are paid by the Lessee. Minor repairs during the lease period are at all times for the account of the Lessee.

24.3 All expenditure and levies occurring within the framework of the use of the Leased Object, including adequate insurance, are for the account of the Lessee. All possible connections to public utilities, such as electricity, water, gas and sewage as well as all means of communication which the Lessee wishes to have installed, are also for the account of the Lessee. The costs of use thereof are also for the account of the Lessee.

24.4 The Lessee is obliged to notify Brilliant Water of any malfunctioning of, or possible damage to, the Leased Object, clearly stating the nature of the malfunction or damage in question. The costs of maintenance and repair of, as well as any damage to, the Leased Object, are not included in the lease price and are for the account of the Lessee if:

- a. the Leased Object is not used professionally or in accordance with its purpose;
- b. the Lessee does not take all measures necessary to enable maintenance and/or to resolve the malfunction(s) in question;
- c. a malfunction or defect is the result of work performed on or around the Leased Object by the Lessee or third parties;
- d. malfunctions occur after extensions or repairs are made by parties other than by or at the request of Brilliant Water.

24.5 In the event of a malfunction, the Lessee is obliged to grant Brilliant Water free access to the Leased Object for the purpose of carrying out the necessary tasks, which are performed during working hours. Urgent malfunctions are resolved as soon as possible, unless this cannot reasonably be required due to the nature of the malfunction.

24.6 Brilliant Water and its employees or agents can only be held liable for damage ensuing from shortcomings in their compliance with the Lease Contract if the damage is due to intent or willful recklessness on the part of Brilliant Water, its organs or its senior officials. All liability of whatever nature on the part of Brilliant Water per occurrence is limited to the amount paid out by the insurer of Brilliant Water in the case in question. If, for whatever reason, the insurer fails to provide coverage, all liability, save for in the event of deliberate intent or willful recklessness, is limited to five percent (5%) of the agreed net lease price. An interrelated series of occurrences constitutes a single occurrence.

24.7 Brilliant Water must be notified of any damage as soon as possible, and at any rate within five (5) days following its occurrence. All costs ensuing from late notification are for the account of the Lessee. The Lessee is also liable for all damage to the Leased Object that cannot reasonably be attributed to Brilliant Water, which includes damage by fire,

willful damage and theft, regardless of whether these factors are covered by the insurance.

24.8 Brilliant Water is never liable for third party claims on account of noncompliance with safety regulations and the instructions issued by relevant authorized institutions, such as those included in permits, approvals, discharges, exemptions etc.. Brilliant Water is furthermore never liable for losses ensuing from third party claims in relation to the use of the Leased Object. The Lessee indemnifies Brilliant Water against all third party claims relating to the use of the Leased Object.

24.9 Brilliant Water is under no circumstances liable for the (purification) results as envisaged by the Lessee and for which the Lessee has taken the Leased Object into use, nor for production or capacity deviations for which the Leased Object cannot exclusively be blamed, nor for protection, leakage, the absence of permits and (excessive) emissions and/or residues.