

## GOODFUELS GENERAL CONDITIONS SERVICES

### 1. Definitions

- 1.1 In these GoodFuels General Conditions for services (hereinafter: *General Conditions*) the following wording(s) have the following meaning (both in singular and in plural):

*Agreement*: any agreement between Parties (including a Work Statement) concerning the performance and provision of Services as well as related matters thereto;

*Biofuel*: biofuel and blends;

*Confidential Information*: all information, data and materials relating to the Products, Services, business affairs and other operations or information of one party which are disclosed by or on its behalf ('*Disclosing Party*') to the other ('*Receiving Party*');

*Customer*: any (legal) entity with whom GoodFuels wishes to enter into, enters into or has entered into a legal relationship;

*Effective Date*: the effective date as defined in the Agreement, or Work Statement between parties; in case a definition thereof is lacking, the signature date of the Agreement or Work Statement by GoodFuels;

*GoodFuels*: GoodFuels B.V., SeaNRG B.V. or one of the affiliated companies within the GoodNRG group;

*Parties, respectively Party*: Customer and GoodFuels, respectively Customer or GoodFuels;

*Quotation*: any quotation, offer or tender by GoodFuels to Customer concerning the performance of Services, as well as related matters relating to the Services;

*Services*: all services to be made available in any manner or work of any nature whatsoever to be carried out by or on behalf of GoodFuels;

*Working day*: a calendar day from 09.00 to 17.00 CET, except weekends and officially recognized holidays in the Netherlands;

*Work Statement*: any request by Customer to GoodFuels to perform certain Services pursuant to an Agreement.

### 2. Applicability General Conditions & Establishment Agreement

- 2.1. These General Conditions shall apply to all Quotations, Agreements and Work Statements.
- 2.2. GoodFuels provides the General Condition to Customer through – among other things – its website: [www.goodfuels.com](http://www.goodfuels.com).
- 2.3. The applicability of any and all other general (or special) purchasing, delivery or other conditions is hereby explicitly rejected.
- 2.4. These General Conditions may only be deviated from with prior explicit permission of GoodFuels.
- 2.5. GoodFuels may at all times amend the General Conditions. Such amendments will enter into force within reasonable time upon notification of these amendments, or as of the moment Customer enters into a new Agreement, whatever occurs first.
- 2.6. All Quotations shall be without engagement – unless explicitly stated otherwise – and can be revoked after acceptance. If revocation has not occurred within five (5) days of written acceptance of the Quotation, the Agreement will be valid.
- 2.7. An Agreement shall only be considered as valid and concluded when Customer and GoodFuels have signed said Agreement and GoodFuels has received a copy thereof.
- 2.8. The Agreement or Statement of Work replaces all prior proposals, correspondence, agreements or other communication whether oral or in writing.

- 2.9. When conditions stated in a Quotation, Agreement or Work Statement conflict with each other, the conditions from the last agreed document have priority.

- 2.10. If Customer has entered into an Agreement to which the General Conditions apply, it accepts the applicability of these conditions for future agreements between Customer and GoodFuels.

### 3. Performance of the Agreement

- 3.1 GoodFuels will endeavour to make available qualified persons or professional third parties for the performance of the Agreement or Work Statement.
- 3.2 During the term of the Agreement, GoodFuels will endeavour providing the Services to the best of its knowledge. GoodFuels will perform the Services during Working days, unless otherwise agreed between Parties in writing. All schedules and terms mentioned by GoodFuels and/or agreed with GoodFuels have been described and planned to the best of its knowledge on the basis of the information and circumstances known to GoodFuels when the Agreement was concluded. GoodFuels will make reasonable effort to adhere to said schedules and terms; the mere exceeding of such term or schedule shall not be considered an attributable shortcoming of GoodFuels and does not entitle Customer to terminate (*ontbinden*) the relevant Agreement.

### 4. Fees & Payment

- 4.1 Customer shall compensate GoodFuels for the Services rendered in conformity with the provisions of the Agreement and these General Conditions. Fees, prices and rates are expressed in Euro (EUR) and are exclusive of VAT and other government levies and taxes that are or may be due, unless otherwise stated by GoodFuels in writing.
- 4.2 The compensation that Customer shall pay to GoodFuels is exclusive of expenses that are incurred upon request of the Customer during the term of the Agreement and/or the Work Statement, unless agreed otherwise between the parties in writing.
- 4.3 GoodFuels' invoices shall be immediately due and payable and shall be paid within eight (8) days after the date expressed on the invoice, unless otherwise agreed upon in the Agreement. Should payment of fees not be received by GoodFuels within the agreed upon payment term, it will proceed to automatic collection.
- 4.4 Payment should be made in the currency as stated on the invoice, by transfer of funds into the account as indicate by GoodFuels. Payments should be made without set-off, discount or suspension.
- 4.5 Should Customer fail to pay any sum owed within the payment term set forth above, after having received a reminder requesting payment within a reasonable term, it shall be in default. In case of default, Customer shall owe statutory interest (*wettelijke rente*) over said due sum per the day following the last day of the payment term until the moment of payment. In addition to the sums then owed, Customer shall pay any extra judicial costs including collection costs.
- 4.6 Complaints about an invoice should be notified to GoodFuels motivated and in writing, immediately upon discovery, but ultimately within eight (8) days after receipt of the invoice. If a complaint is not notified within such term, the invoice is deemed accepted by Customer.
- 4.7 Customers are jointly and severally liable for correct payment with respect to Services performed pursuant to a joint Work Statement or Agreement entered into by two or multiple Customers.

### 5. Cooperation of Customer

- 5.1 Customer shall ensure the timely and proper provision of all information that GoodFuels requires for the proper and timely execution of any Agreement, without charging GoodFuels in this respect. Customer shall also cooperate with GoodFuels as required for the proper execution of any Agreement and shall furthermore inform GoodFuels immediately about facts and/or

circumstances that may affect proper performance of the Agreement.

- 5.2 If Customer does not (adequately) or timely comply with the provisions of Clause 5.1, then GoodFuels shall in any case have the right to suspend execution of the Agreement concerned and the right to charge the costs thereby incurred. Customer holds GoodFuels indemnified against claims by third parties suffering damage in connection with the execution of any Agreement that is the consequence of acts or omissions of Customer.
- 5.3 Customer shall be responsible for the correctness, completeness and trustworthiness of the data and documents provided to GoodFuels unless the nature of the Agreement and/or Work Statement dictates otherwise.
- 5.4 Customer shall notify errors in (payment) details, data or documents to GoodFuels without delay.

## 6. Liability

- 6.1 GoodFuels' total liability arising from the Agreement(s), General Conditions, Quotations, Work Statements or the performance thereof is described exhaustively in the provisions of this Clause 6; beyond the cases mentioned in this Clause 6, GoodFuels shall be subject to no further liability for compensation, irrespective of the nature of the claim(s) concerned.
- 6.2 GoodFuels shall not be liable for (i) indirect damage (including but not limited to consequential loss, loss of profit, missed savings, damage to data files and damage due to business interruption) as well as (ii) any other damage exceeding the total sum (excluding VAT) invoiced by GoodFuels to Customer and paid by Customer to GoodFuels, pursuant to the Agreement concerned (or the relative part thereof) whereby the aforementioned - total - sum to be paid shall not exceed EUR 100,000 per calendar year, unless the other damage is caused by intention or wilful misconduct by GoodFuels. Under 'other damage' as referred to in the previous sentence shall exclusively be understood reasonable costs incurred by Customer (a) in order to determine the cause and extent of that 'other damage', (b) to prevent or limit such 'other damage', and (c) to ensure that the performance of GoodFuels meets the Agreement concerned, to the extent that such Agreement has not been dissolved by Customer.
- 6.3 GoodFuels shall not be liable for entire or partial failure to comply with any obligation of or on behalf of GoodFuels arising from an Agreement, if such failure to comply cannot be imputed to (nor is a consequence of) its fault, nor is accountable to it pursuant to law, juristic act or generally accepted practice (anticipated or not) and which therefore cannot be imputed to GoodFuels.
- 6.4 In a situation as mentioned in Clause 6,3, GoodFuels shall have the right to suspend its obligations without the intervention of the court or - if such a situation continued for longer than two (2) calendar months - to terminate the Agreement concerned wholly or in part, in writing, without GoodFuels being held to any compensation or warranty. In the case of whole or partial termination, that what already has been performed pursuant to the Agreement shall be settled in proportion, without any further mutual debt between Parties.
- 6.5 Any right of Customer to compensation of damages shall only arise if Customer reports its damage to GoodFuels in detail in writing, as early as possible after it occurs (but in any case within fourteen (14) days after Customer has become aware of such damage, or should have been aware).

## 7. Confidentiality

- 7.1 Each Party shall treat all Confidential Information with the strictest confidence and shall make no statements concerning this to third parties. Parties shall reciprocally be held to take adequate measures and precautions to maintain the secrecy of such Confidential Information.
- 7.2 Deviation from Clause 7.1 may only take place if (i) said Confidential Information is disclosed with prior written permission from the other Party or (ii) said Confidential Information must be disclosed to meet a decision to that effect

by a judicial authority, in which case the Party who is forced to disclose shall so notify the other Party in advance and shall take such steps as the other Party may reasonably desire to limit such publication as far as possible and to protect the confidentiality of said Confidential Information to the greatest possible extent.

- 7.3 Parties shall impose the obligations pursuant to this Clause 7 on third parties engaged by them.
- 7.4 GoodFuels is entitled to record or mention the outlines of performed Services to (potential) customers in order to indicate its experiences in the field. Such recording or mentioning shall not be considered to be in breach of this Clause 7.

## 8. Termination

- 8.1 Each Party shall be authorized to terminate the Agreement concerned forthwith, without further notice of default and without prior judicial intervention, if (i) the other Party applies for suspension of payments or is declared bankrupt, or (ii) the other Party is a legal entity and this legal entity is dissolved.
- 8.2 GoodFuels may forthwith terminate the Agreement concerned in whole or in part, by registered letter, if Customer remains in default in respect of - timely - fulfilling of any obligation arising from that Agreement (including but not limited to payment of sums owed by Customer) and after fourteen (14) days have passed after the date of a written notice of default to Customer, such without prejudice to the other rights accruing to GoodFuels.
- 8.3 If at the time of termination GoodFuels has already provided Services to Customer, these and the related obligation to pay shall not be subject to undoing. Sums that GoodFuels shall have invoiced prior to termination in connection with that which GoodFuels had already delivered upon execution of the Agreement, will remain due and shall be payable forthwith at the time of termination, without prejudice to any other rights accruing to GoodFuels.
- 8.4 Any term or condition of the Agreement and General Conditions, which by their nature extend beyond its (and any) termination shall survive termination of any kind and remain in effect.

## 9. Intellectual Property

- 9.1 GoodFuels shall remain owner of all intellectual property rights with respect to products of the mind that it uses or has used and/or develops or has developed in the context of the performance of an Agreement or Work Statement and in respect of which GoodFuels has the copyright or other intellectual property rights or can enforce them.
- 9.2 Customer shall not multiply, publicize, or exploit methods, advice, (template) contracts and/or other products of the mind by GoodFuels, all in the broadest sense, unless Customer has obtained the prior written consent from GoodFuels.

## 10. Miscellaneous

- 10.1 GoodFuels may possibly process personal data for the benefit of its Services. Customer gives it approval hereto as far as necessary. GoodFuels will not distribute the personal data to third parties that are not involved in the Services. The personal data will be adequately protected and be kept as long as required with respect to the Agreement.
- 10.2 Should one or more provision of these General Conditions be null and void or be nullified, the remaining provisions of these General Conditions shall remain in full force and Parties shall consult in order to agree new provisions to replace the null and void or nullified provision(s), whereby as far as possible the objective as well as the nature and tenor of those provisions shall be taken into consideration.
- 10.3 GoodFuels retains the right to outsource or transfer its rights and obligations from any Agreement wholly or in part.
- 10.4 The laws of the Netherlands shall exclusively apply to these General Conditions, Quotations and Agreements or the

performance thereof. The application of the Convention on Contracts for the International Sales of Products (April 1980) is hereby explicitly excluded.

- 10.5 All disputes arising from the General Conditions, Quotations, Agreements and Work Statements or the performance thereof or are related thereto shall exclusively be laid before the competent court in Amsterdam, unless Parties specifically agree in writing on a binding ruling or arbitration in the relevant case.

**GoodFuels Services General Conditions Version 2019.1**