

## Chapter A. General Provisions

**Article 1. Definitions** in these general terms and conditions, the following terms shall be understood as:

1. **Mobi Group:** the enterprise as defined in article 2 of these general terms and conditions, which shall also include its subsidiary MobiCem B.V., unless otherwise agreed in writing by the Parties;
2. **Counterparty:** the customer/client with whom Mobi Group has entered into an Agreement and the Party negotiating with Mobi Group;
3. **Agreement:** any arrangement or assignment between Mobi Group and Counterparty for the provision of Products and/or Services by Mobi Group to Counterparty;
4. **Party(ies):** Mobi Group and Counterparty together or each as an individual contracting party;
5. **Written:** communication via email, WhatsApp, and/or (registered) mail;
6. **Third Party(ies):** natural or legal persons who are not part of the Agreement;
7. **Product(s):** products supplied by Mobi Group, including, but not limited to, cement (e.g., Portland cement and blast furnace cement), raw materials for concrete, and fly ash;
8. **Service(s):** services provided by Mobi Group, including, but not limited to, the rental of mobile silos, as well as transporting cement and/or cleaning mobile silos.

### **Article 2. Identity of Mobi Group**

Company name: Mobi Group Beheer B.V.  
Street name + number: Ketelweg 33C  
Postal code + place: 3356 LD Papendrecht  
Chamber of Commerce number: 24326477

## Article 3. General Provisions

1. These general terms and conditions apply to every offer and all (legal) actions of Mobi Group and to every Agreement concluded between Mobi Group and Counterparty.
2. If the Agreement is concluded electronically, then, deviating from the previous paragraph, the text of these general terms and conditions can be made available to the Counterparty electronically before the Agreement is concluded, in such a way that it can be easily stored by the Counterparty on a durable medium. If this is not reasonably possible, it will be indicated before the conclusion of the Agreement where the general terms and conditions can be reviewed electronically and that they will be sent electronically or otherwise free of charge at the request of the Counterparty.
3. Unless expressly agreed otherwise and in Writing, the applicability of other general terms and conditions is excluded.
4. Deviations or supplements to these general terms and conditions are only valid if they have been expressly agreed upon in Writing.
5. If Mobi Group does not always demand strict compliance with these general terms and conditions, this does not mean that the provisions thereof do not apply, or that Mobi Group would in any way lose the right to demand strict compliance with the provisions of these general terms and conditions in other cases.
6. If any provision of these general terms and conditions cannot be invoked due to reasonableness and fairness or its unreasonably burdensome nature, the relevant provision shall in any case have as much as possible a corresponding

meaning, so that it can still be invoked.

7. Mobi Group cannot guarantee that the work it performs will always achieve the desired result by Counterparty. The accepted assignment leads to an obligation of effort, not a result obligation.
8. Mobi Group is entitled to engage Third Parties for the performance of the Agreement.
9. The operation of articles 7:404 and 7:407 paragraph 2 of the Dutch Civil Code (hereinafter: 'DCC') is excluded. This means that if the assignment is granted to several contractors, including Mobi Group, they are not jointly and severally liable towards the Counterparty, and that the assignment is not granted with the view of execution by a specific person. Mobi Group may therefore also engage another to perform the Agreement.

#### **Article 4. The offer**

1. All offers (quotations, price quotes, brochures, and price lists) are in principle non-binding, unless otherwise agreed in Writing.
2. If an offer has a limited validity or is subject to conditions, this will be expressly stated in the offer.
3. The offer contains a complete and accurate description of the offered Products, digital content, and/or Services. The description is sufficiently detailed to enable a good assessment of the offer by the Counterparty. Obvious mistakes or errors regarding, for example, displayed amounts do not bind Mobi Group.

#### **Article 5. The Agreement**

1. An Agreement with Mobi Group only comes into existence once it is confirmed by Mobi Group. In any

case, such confirmation by Mobi Group may be assumed if Mobi Group has commenced the actual execution of the given order, for example, by collecting the Products for delivery.

2. If a provision of these general terms and conditions or an Agreement proves to be null and void or is annulled, this does not affect the validity of the entire general terms and conditions or Agreement. The parties will consult to agree on a new provision to replace the null and void or annulled provision, taking into account as much as possible the purpose and intent of the null and void or annulled provision.
3. Mobi Group reserves the right not to execute a concluded Agreement, for example, if it has reasonable doubt or information that the Counterparty will not be able to meet its (financial) obligations. If Mobi Group refuses, it will inform the Counterparty in Writing of the refusal within a reasonable period after the conclusion of the Agreement.
4. The right of suspension and the right of set-off of the Counterparty are excluded if the Counterparty acts in the exercise of a profession or business.
5. These general terms and conditions also apply to future, additional, and/or follow-up assignments/arrangements.
6. Agreed delivery periods of Mobi Group are always to be regarded as indicative periods.

#### **Article 6. Dissolution and termination periods**

1. If the Counterparty fails to fulfill one or more of its obligations, is declared bankrupt, applies for (provisional) suspension of

payment or liquidation of its company, or when its assets are seized wholly or partly, Mobi Group has the right to suspend the execution of the Agreement or to terminate or dissolve the Agreement in whole or in part by a written statement, at its discretion and always with the retention of any right to compensation for costs, damages, and interests.

2. Termination of the Agreement, if it concerns a continuing performance agreement, is done in Writing at the end of the month and with a notice period of 1 (one) month.

### **Article 7. Liability**

1. Mobi Group is not liable for indirect and direct damage. Liability of Mobi Group for damage resulting from intentional misconduct or gross negligence of Mobi Group is not excluded.
2. If Mobi Group can be held liable in a specific case, notwithstanding the provisions of this article, this only applies to direct damage. In such cases, the total liability of Mobi Group will be limited to compensation for the damage up to a maximum of the fee (excluding VAT) agreed upon for that Agreement.
3. The amount of compensation for liability shall never exceed the amount paid out by Mobi Group's liability insurance.
4. If Mobi Group can be held liable for direct damage, direct damage shall solely include:
  - a. Reasonable costs incurred by the Counterparty to make Mobi Group's performance comply with the Agreement; however, this substitute damage will not be compensated if the Agreement is dissolved by or at the request of the Counterparty;

- b. Reasonable costs incurred by the Counterparty for having to keep its old system or systems operational longer than planned because Mobi Group did not deliver on a binding final delivery date, reduced by any savings resulting from the delayed delivery;

- c. Reasonable costs incurred to determine the cause and extent of the damage, insofar as the determination relates to damage in the sense of these general terms and conditions;

- d. Reasonable costs incurred to prevent or limit damage, insofar as the Counterparty demonstrates that these costs have led to the limitation of damage in the sense of these general terms and conditions.

5. Counterparty indemnifies Mobi Group against any claims from Third Parties who suffer damage in connection with the execution of the Agreement.
6. If the Agreement is a continuing performance Agreement with a duration of more than 6 (six) months, the fee agreed upon for that Agreement will be set at the total of fees (excluding VAT) from the past 6 (six) months preceding the event causing the damage.
7. A precondition for the creation of any right to compensation is that the Counterparty reports the damage to Mobi Group in Writing as soon as possible after its occurrence. Any claim for compensation against Mobi Group expires by the mere lapse of 12 (twelve) months after the claim arises.
8. Mobi Group is not liable for damage caused by auxiliary persons as referred to in article 6:76 of the Dutch Civil Code.
9. Mobi Group is not liable for any damage of any kind caused by Mobi Group acting on incorrect

and/or incomplete information provided by the Counterparty or if the Counterparty delivered this information too late.

#### **Article 8. Force majeure**

1. In addition to the provisions of article 6:75 of the Dutch Civil Code, a failure of Mobi Group to fulfill any obligation towards the Counterparty shall not be attributed to Mobi Group in the event of a circumstance independent of Mobi Group's will, which fully or partially prevents the fulfillment of its obligations towards the Counterparty or makes fulfillment of its obligations reasonably not demandable from Mobi Group. These circumstances include but are not limited to: defaults by suppliers or other Third Parties, shortages and/or defects in raw materials and materials with which the products must be manufactured or delivered, (power) failures, computer viruses, extreme weather conditions, fire (hazard), (impending) war, pandemics, epidemics, quarantines, absenteeism or disability within the organization of Mobi Group and/or engaged Third Parties, strikes within or outside the organization of Mobi Group, government measures, situations preventing delivery where the cause cannot reasonably be influenced by Mobi Group (e.g., ship blockages, severe weather, etc.), manufacturing errors, faults and/or issues that make delivery or execution of the Agreement more difficult or impossible attributable to the Counterparty and/or a Third Party for whom the Counterparty is responsible, work accidents, a lack of overflow protection and/or other items needed to monitor the safety

of Mobi Group's personnel and/or an engaged Third Party, and the breakdown of bicycles and equipment used to transport or mount Products.

2. If a situation as referred to in clause 1 of this article occurs resulting in Mobi Group being unable to meet its obligations towards the Counterparty, such obligations will be suspended for as long as Mobi Group cannot meet its obligations. If the force majeure situation has lasted for 30 (thirty) calendar days, both Parties have the right to terminate the Agreement in whole or in part in writing. In such a case, Mobi Group is not obliged to compensate any damage, even if Mobi Group enjoys any advantage as a result of the force majeure situation.

#### **Article 9. Fees/Prices**

1. All amounts are in Euros and exclusive of value-added tax and other levies imposed by the government, unless otherwise agreed in Writing.
2. If price increases occur between the date of the offer and the closing of the Agreement, including a binding offer made by Mobi Group, or between the date of closing the Agreement and its execution due to causes beyond Mobi Group's control (e.g., increases in material prices, production costs, import duties, taxes, transportation costs, changes in currency ratios, etc.), Mobi Group reserves the right to pass such an increase on to the Counterparty, unless expressly prohibited by statutory law.
3. Given that Mobi Group operates based on market-conform prices, Mobi Group reserves the right to apply an inflation correction at least

once per quarter if deemed necessary.

4. The agreed amounts are based on cost-determining factors at the time of the offer. Mobi Group reserves the right to pass on changes in cost-determining factors that arise 3 (three) months after the closing of the Agreement, over which Mobi Group cannot reasonably exert influence, such as increases in excise duties, social charges, insurance premiums, or value-added tax, to the Counterparty, up to a maximum of 20% of the original amount.
5. Mobi Group also reserves the right to increase the amounts mentioned in the offer above the maximum of 20% as stated in the previous clause 4 of this article. In this case, the Counterparty has the right to immediate termination at the moment the price change takes effect. Mobi Group will always notify the Counterparty of such a price change 1 (one) month before it is implemented.
6. A composite price quote does not oblige Mobi Group to perform a part of the Agreement at a corresponding part of the stated amount.
7. Discounts and quoted amounts do not automatically apply to future Agreements.

#### **Article 10. Payment and invoicing**

1. Unless otherwise determined in the Agreement, a more specific provision in these general terms and conditions, or supplementary conditions, the amounts owed by the Counterparty must be paid within 30 (thirty) days of the invoice date.
2. The Counterparty is obliged to immediately report inaccuracies in

provided or stated payment details to Mobi Group.

3. If the Counterparty does not meet its payment obligation(s) on time, it will be notified of the late payment by Mobi Group and granted a period of 7 (seven) days to fulfill its payment obligations. Failure to pay within this seven-day period results in default by the Counterparty. Consequently, the Counterparty is also liable for the statutory (commercial) interest on the amount still due. Additionally, the Counterparty is entitled to charge its out-of-court collection costs incurred.
4. In the event of (imminent) bankruptcy, liquidation, or suspension of payment or debt restructuring under the WSPN, Mobi Group's claims on the Counterparty and the Counterparty's obligations towards Mobi Group are immediately due and payable.
5. Payments made by the Counterparty shall first be applied to settle all due interest and costs, and secondly to settle the invoices that have been outstanding the longest, even if the Counterparty indicates that the payment relates to a later invoice.

#### **Article 11. Complaints**

1. The Counterparty can no longer rely on a defect in the performance if it has not protested to Mobi Group within 2 (two) months after discovering or reasonably should have discovered the defect. In the case of an apparent defect at (upon) delivery, such as a wrongly delivered or apparently defective Product, a term of 48 (forty-eight) hours applies.
2. The Counterparty must give Mobi Group at least 4 (four) weeks to

resolve the complaint in mutual consultation.

3. If a complaint is not reported to Mobi Group within the terms mentioned in the preceding clause of this article, the Product is deemed to conform to the Agreement and to function in accordance with the Agreement.
4. Complaints do not suspend the payment obligation of the Counterparty if the Counterparty acts in the exercise of a profession or business.

#### **Article 12. Transfer**

1. Rights and obligations of the Counterparty from this Agreement cannot be transferred without the prior Written consent of Mobi Group. This provision applies as a clause with property law effect as referred to in article 3:83 paragraph 2 of the Dutch Civil Code.

#### **Article 13. Additional work**

1. If Mobi Group has performed work or other services at the request of the Counterparty or on its own request, with the prior written consent of the Counterparty, which fall outside the content or scope of the Agreement, such work or services shall be compensated by the Counterparty according to the standard rates of Mobi Group. The Counterparty is never obliged to comply with such a request and may require a separate Written Agreement for this purpose.
2. The Counterparty accepts that work or services as referred to in clause 1 of this article may affect the agreed objectives and expectations.
3. If a fixed amount has been agreed upon for the service, Mobi Group shall always inform the Counterparty in Writing in advance

about the financial consequences of the additional work.

#### **Article 14. Confidentiality**

1. The Counterparty is obliged to maintain confidentiality of all confidential information obtained from Mobi Group in the context of the Agreement. Information is considered confidential if it has been communicated by Mobi Group or if this follows reasonably from the nature of the information.
2. If the Counterparty breaches the provision of clause 1 of this article, irrespective of whether the breach can be attributed to the Counterparty and without prior notice of default or judicial process, the Counterparty is liable to pay Mobi Group an immediately due penalty of 20,000 euros (twenty thousand euros) for each infringement, without the need for any form of damage, notwithstanding Mobi Group's other rights, including its right to claim compensation in addition to the penalty.

#### **Article 15. Employee clause**

1. During the term of the Agreement and for 1 (one) year thereafter, the Counterparty shall not employ or otherwise have work, directly or indirectly, for it, any employees of Mobi Group who are or have been involved in the execution of the Agreement, without the prior Written consent of Mobi Group.
2. Mobi Group shall not withhold such consent in the relevant case if the Counterparty has offered appropriate compensation. Appropriate compensation is defined as at least 10 (ten) months' salaries.

## **Article 16. Multiple contractors**

1. If the Counterparty wishes to assign the same or similar tasks and/or orders carried out by Mobi Group simultaneously to multiple parties, including Mobi Group, the Counterparty must inform all parties involved.
2. If the Counterparty has previously assigned the same task to another party and, for whatever reason, wishes to have the task performed again by Mobi Group, the Counterparty must disclose to which party the task was assigned and why the Counterparty is reassigning the task.

## **Article 17. Applicable law and forum selection**

1. Agreements between Mobi Group and the Counterparty are governed exclusively by Dutch law.
2. Disputes between the Parties will be resolved as much as possible through good discussions. All disputes between the Counterparty and Mobi Group shall be exclusively settled by the competent court in the district where Mobi Group is located. Nevertheless, Mobi Group reserves the right to submit the dispute to another competent court.

## **Article 18. Survival**

1. The provisions of these general terms and conditions and the Agreement intended to remain valid after the termination of the Agreement shall continue to be in effect unabated after the Agreement ends.

## **Article 19. Modification or additional terms**

1. Mobi Group is entitled to unilaterally modify or supplement these general terms and conditions. In such a case, Mobi Group will timely inform the Counterparty of the changes or additions.
2. There will be at least 30 (thirty) days between this notification and the effective date of the modified or supplemented conditions.

## **Chapter B. Sale of Products**

In addition to the provisions of Chapter A (General Provisions), the following provisions apply in the case of the sale of Products by Mobi Group to the Counterparty.

## **Article 21. Exclusion of the right of withdrawal**

1. The right of withdrawal is excluded if the Counterparty acts in the exercise of its profession or business. Therefore, the right of withdrawal does not apply if the Counterparty is not a consumer but acquires the Products from Mobi commercially.

## **Article 22. Warranty**

1. Mobi Group warrants that the Products comply with the Agreement, the specifications mentioned in the offer, reasonable requirements of reliability and/or usability, and the legal provisions and/or government regulations existing on the date the Agreement was concluded.
2. The warranty shall be void if:
  - a. The Counterparty has installed, repaired, and/or modified the delivered Products themselves or

- has had them installed, repaired, and/or modified by Third Parties;
- b. The delivered Products have been exposed to abnormal conditions or otherwise handled carelessly or contrary to Mobi Group's instructions and/or packaging;
- c. The inadequacy is wholly or partly due to government regulations regarding the nature or quality of the materials used.
3. In some cases, Mobi Group provides a test version, or a version for acceptance (sample). This may also include typesetting, printing, or other proofs. Once the Counterparty approves a test or concept version, warranty and liability regarding what was already (visibly) present in this test or concept version are waived. In such cases, the Counterparty has no right to repair, modification, or any kind of compensation. Any concept/test created at the Counterparty's request will be charged in addition to the agreed price, unless explicitly agreed that the costs of these concepts are included in the price.

#### **Article 23. Delivery and risk**

1. If free on board (FOB) delivery is agreed, the goods travel at the expense and risk of the carrier appointed by Mobi Group. In all other cases, the goods travel at the expense and risk of the Counterparty. Mobi Group decides the means of transport. In the case of delivery free at works or at or near the quay, Mobi Group is not required to transport the goods further than where the transport vehicle can come over a properly passable terrain, or the vessel along a properly navigable water.
2. Unless otherwise agreed in Writing between the Parties, unloading of the goods delivered by or on behalf of Mobi Group shall be done by the Counterparty (or a Third Party designated by them) and at their own expense and risk. If the Counterparty fails to do so, the resulting costs shall be borne by the Counterparty. However, in most cases, the Products are unloaded or delivered by a driver of Mobi Group (or a Third Party designated by them). If this is the case, the risk for this delivery lies with Mobi Group, unless a circumstance attributable to the Counterparty complicates or makes this delivery or unloading impossible.
3. If the Counterparty wishes delivery by vessel, this must be stipulated when entering into the Agreement.

#### **Article 24. Delivery on call**

1. In the case of delivery on call agreed without setting terms for calling off, Mobi Group is authorized, if not all goods have been called off within 3 (three) months after concluding the Agreement, to summon the Counterparty to name a term within which everything will be called off. The term named by the Counterparty may not exceed a period of 3 (three) months, calculated from the day the Counterparty could reasonably have been aware of Mobi Group's summons.
2. The Counterparty is obliged to comply with the aforementioned summons. If not, Mobi Group is authorized to store the goods at the expense and - even if the risk of the goods still lies with Mobi Group - risk of the Counterparty, or to cancel the purchase and claim damages if desired. Mobi Group



has the same powers if the Counterparty, despite naming a term, does not comply with it.

#### **Article 25. Delivery time**

1. Although Mobi Group will try to observe the indicated delivery times as much as possible, these are merely indicative and do not bind Mobi Group. Unless otherwise agreed in Writing, the indicated delivery time shall never be considered a deadline by Mobi Group.
2. Mobi Group will specify the delivery time as accurately as possible and strive to perform within this indicated time. However, the Counterparty is not entitled to any compensation or dissolution in the event of an overrun of the indicated delivery time unless this has been explicitly agreed or if the overrun is a direct and immediate result of gross negligence or carelessness of Mobi Group.
3. Due to an overrun of the delivery time, the Counterparty cannot cancel its order or refuse to receive and/or pay for the goods (Products).
4. If the delivery time is exceeded, the Counterparty is entitled to grant Mobi Group a reasonable period for compliance by registered letter, which period shall not be less than 2 (two) weeks, calculated from the date of receipt of the registered item by Mobi Group.
5. Only after violation of the deadline (clause 4 of this article), is the Counterparty entitled to dissolve the Agreement. However, Mobi Group is in no case obliged to pay any compensation.
6. The place of delivery shall be the address made known by the Counterparty to Mobi Group. If delivery of the Product takes place from a place designated by Mobi Group for this purpose, by handing over the Product to the Counterparty or to the transporter engaged by the Counterparty, then that place shall be considered the address of delivery.
7. Mobi Group is entitled to deliver in parts, or to wait with delivery until the entire order is ready. In such cases, Mobi Group will consult with the Counterparty. In the case of partial deliveries, Mobi Group is authorized to invoice the already delivered goods immediately.
8. By signing the delivery note, the Counterparty declares to have received and accepted the Product(s) described on the delivery note from Mobi Group, under the obligation to pay the price as specified in the quote per article (Products). Even when using a Third Party transporter, this provision applies unaltered. It is the Counterparty's responsibility to check the delivery of the ordered Products in all cases upon delivery and to sign such a delivery note. If the transporter does not have such a delivery note, the Counterparty must immediately inform Mobi Group so that an appropriate solution can be found. If the Counterparty fails to do so, all costs associated with it will be borne by the Counterparty, and it will be presumed that the delivery took place according to the Agreement.
9. If delivery of an ordered Product proves impossible, Mobi Group will endeavor to provide a replacement Product. No later than at the time of delivery, but if possible before shipment, it will be clearly indicated that a replacement article (Product) is being delivered. The right of withdrawal cannot be excluded for replacement articles

(Product). The costs of a possible return shipment will be borne by Mobi Group. This only applies if the reason for the non-delivery lies within Mobi Group's sphere of risk.

10. The risk of damage and/or loss of Products rests with Mobi Group until the moment of loading the Products onto the transport vehicles. From that moment until the time of delivery or handover, the risk of damage and/or loss of Products lies with the Counterparty or with a representative designated in advance by the Counterparty and made known to Mobi Group (delivery address), unless explicitly agreed otherwise.
11. Notwithstanding the previous clause of this article, if Mobi Group uses its own transporters, the risk of damage and/or loss of the Products rests with Mobi Group until the time of delivery or handover. After delivery of the Products, this risk transfers to the Counterparty.
12. The Counterparty must ensure that an authorized person is present during the agreed delivery period for the receipt of the Products, as well as for signing the delivery note. If no one is present at delivery, Mobi Group has the right to take the Products back. The Counterparty will then be liable for all transport-related costs.
13. A freight bill, delivery note, or similar document provided at the time of delivery of the goods is deemed to correctly represent the quantity of the goods delivered unless the Counterparty immediately notifies Mobi Group of its objection upon receipt of the goods and mentions its objection on the document before signing for receipt.
14. Even if the Counterparty timely notifies Mobi Group that it has received less than mentioned in the

first clause of this article, this does not give the Counterparty the right to suspend its payment obligation.

#### **Article 26. Reservation of title**

1. The ownership of all goods sold and delivered to the Counterparty by Mobi Group remains with Mobi Group, subject to the provisions of article 31 of these general terms and conditions:
  - a. as long as the Counterparty has not satisfied claims arising from the Agreement or previous or subsequent similar Agreements;
  - b. as long as the Counterparty has not fulfilled the work or to be performed work from these or similar Agreements; and
  - c. as long as the Counterparty has not satisfied the claims of Mobi Group for failing to meet such obligations, including claims for penalties, interest, and costs, all as intended in article 3:92 of the Dutch Civil Code.
2. The Counterparty is obliged to inform Mobi Group no later than on the day of delivery if it has already pledged future goods to be delivered to a Third Party through a so-called silent pledge. In the case of a silent pledge, the Counterparty declares by simply receiving the purchased goods that it will hold them for Mobi Group until it has paid for the sold goods, expressly deviating from what has been agreed with the silent pledge holder.
3. If the Counterparty fails to make the notification, it forfeits to Mobi Group an immediately due penalty of ten times the invoice amount including VAT, notwithstanding Mobi Group's right to compensation for damages.
4. In exercising the reservation of title, Mobi Group will be entitled to

unhindered access to the Product. The Counterparty shall enable Mobi Group to exercise the reservation of title by taking back the Product, including any necessary disassembly. The Counterparty already gives unconditional and irrevocable consent to Mobi Group or a Third Party designated by Mobi Group to enter all places where the properties will be located and take those items in all cases where Mobi Group wishes to exercise its property rights.

5. If the Counterparty acquires the ownership of the goods delivered under reservation of title by accession or commingling and has not yet satisfied the claims as referred to in clause 1 of this article, the Counterparty is obliged to transfer the ownership of the delivered goods back to Mobi Group at the request of Mobi Group. If the establishment of a right of superficies, as referred to in article 5:101 of the Dutch Civil Code, is required, the Counterparty is obliged to cooperate.
6. If Third Parties seize the goods delivered under reservation of title or wish to establish or exercise rights on them, the Counterparty is obliged to inform Mobi Group as soon as reasonably expected.

#### **Article 27A. Quality and inspection**

1. If and insofar as nothing has been expressly agreed regarding quality, the Counterparty can only claim quality in accordance with what is normal and customary in the trade of the concerned goods.
2. If and insofar as it has been agreed that the quality will be according to a sample, then the sample determines the average quality of the goods.

3. The Counterparty has the right to have the goods inspected at its own expense.
4. Objections due to defects in the quality of the goods - such as quality, size, color, shade, or number of pieces per unit of trade - can only give the Counterparty claims against Mobi Group provided the goods have not been processed and the Counterparty reports the existence of such objections:
  - a. In case of delivery free at works, in the warehouse, or at the quay: immediately upon receipt of the goods by fax and by mentioning on the freight documents to be signed for receipt, or, if the defects in the quality of the goods are not immediately ascertainable, within 8 (eight) days after receipt of those goods.
  - b. In all other cases: before loading. The foregoing does not affect the Counterparty's right under the law in the case of defects that could not be discovered during inspection as is normal and customary in the trade of the concerned goods. The previous sentence is only applicable if the Counterparty reports its objections to Mobi Group in Writing within 3 (three) days after the Counterparty has discovered the defects or reasonably could have discovered them. If the Counterparty makes a claim according to the foregoing provisions, this does not give them the right to suspend payment.

#### **Article 27B. Deviations**

1. Deviations between the delivered Product and the sample cannot be a reason for rejection, discount, dissolution of the Agreement, or compensation if these deviations are of minor significance.

2. In assessing whether deviations should be considered minor, a representative sample from the work is taken into account, unless it concerns individually determined goods. In the latter case, no representative sample from the work will be taken into account.
3. Does Mobi Group deliver cement? Then sometimes Mobi Group may (unintentionally) deliver slightly more or less than agreed with the Parties. This is known as over-delivery or under-delivery. This is allowed if this over- or under-delivery does not exceed the following percentages: a. 2% (two percent) for a batch up to 20,000 (twenty thousand) kilos.
4. The additional or lesser quantity delivered will be charged or offset to the Counterparty.
5. Mobi Group always has the decisive say in assessing whether deviations should be considered minor.
5. The Counterparty is authorized to deduct the value of the returned packaging from the amount it owes to Mobi Group only upon receipt of the credit note, up to the credited amount. If the amount of the credit note exceeds what the Counterparty owes to Mobi Group at the time of receipt of that invoice, the excess will be paid to the Counterparty within 1 (one) month after the invoice date.

#### **Article 29. Return shipments**

1. Return shipments will not be accepted without prior consultation. Partially or fully processed goods, damaged goods, or goods whose packaging is missing or damaged can never be returned.

#### **Article 31. Additional provisions regarding payment and security**

1. In case of late payment, the Counterparty, if acting in the execution of a profession or business, will owe interest of one percent per month without a notice of default from the day of demandability of the principal amount, a part of a month being considered as a whole.
2. If Mobi Group deems it necessary, it is always entitled to demand that the Counterparty provides adequate security for payment, even if a payment term has been agreed.
3. In the absence of such security, Mobi Group has the right to suspend delivery, even if delivery on call has been agreed, or to cancel the purchase and claim damages if desired, if the Counterparty has not complied with a summons to provide security within a term of at least 10 (ten) days determined by Mobi Group.

#### **Article 28. Packaging**

1. If Mobi Group delivers Products using packaging, the provisions of this article apply – unless otherwise agreed in Writing between the Parties.
2. Multi-use packaging will be charged separately on the invoice along with the delivered goods.
3. For packaging returned at the Counterparty's expense, provided it is packaging delivered by Mobi Group as referred to in clause 1 of this article, a credit note will be sent to the Counterparty soon after receipt.
4. Contrary to the provisions of the previous clauses of this article, Mobi Group owes no compensation for packaging returned in poor condition.

4. In case of late payment by the Counterparty, Mobi Group also has the right to suspend any delivery without prior warning, regardless of whether the late payment relates to the delivery itself or to any previous delivery.
5. Furthermore, the Counterparty is obliged to reimburse Mobi Group for all costs incurred in collecting the outstanding amounts:
  - a. especially: invoices from attorneys and procurators, both in and out of court (even if they exceed the amounts liquidated by the judge), costs of bailiffs, agents, and collection agencies;
  - b. as for extrajudicial costs, Mobi Group will always charge at least fifteen percent of the principal sum, with a minimum of €500 (five hundred euros);
  - c. costs of bankruptcy application are borne by the Counterparty;
  - d. Mobi Group does not need to prove that the claimed collection costs have actually been incurred. Except for counter-evidence by the Counterparty, the data from Mobi Group's accounting records serve as full proof of the existence and correctness of the amount owed by the Counterparty.

### **Article 32. Packaging and weight**

1. If Mobi Group delivers packaged Products, such as cement, Mobi Group determines the method of packaging.
2. Packaged goods are delivered 'gross for net'.
3. The weight is determined by Mobi Group at the time of loading by counting. The weight of bulk transport by tanker is determined by weighing the tanker on a calibrated weighbridge.
4. The total weight of the delivered Products, such as cement, may

deviate by no more than 2%, plus the weight of the packaging, unless otherwise agreed in Writing.

### **Article 33. Sample taking**

1. Inspection is exclusively carried out with samples drawn from the respective Party. The result of the examination of the samples is binding for the Counterparty and Mobi Group concerning the particular partial delivery from which the sample was taken.
2. Sample taking must be conducted according to the Dutch Standardization Institute's guidelines or in a manner agreed upon by the Counterparty and Mobi Group.
3. Samples must always be taken in triplicate. These samples are respectively available to the Counterparty, Mobi Group, and the producers if this is not also Mobi Group.
4. A sample from a delivery is only recognized as such when both the Counterparty and Mobi Group are present at the sampling.
5. The Counterparty has the right to have samples taken from the disputed Party, as described in this article, inspected at its own expense by a recognized Dutch laboratory for building materials. The outcome of this inspection is binding for both Parties.

### **Article 34. Transportation and unloading times**

1. The mode of transport is determined by Mobi Group and occurs either free carrier at the unloading point or ex-works, in consultation with the Counterparty.
2. In the case of packaged cement, the Counterparty is responsible for unloading.

3. For free carrier delivery of packaged cement, Mobi Group will charge the valid waiting rate per hour to the Counterparty for each hour that the unloading time exceeds one hour.
4. In the case of free carrier delivery of bulk cement, Mobi Group, unless otherwise agreed with the Counterparty, is responsible for blowing the cement into the silo. For each hour that this unloading time exceeds one hour, Mobi Group will charge the valid waiting rate to the Counterparty.
5. The above only applies if waiting hours have arisen other than due to defects in the transport means and/or pump installations hired by Mobi Group.

### **Chapter C. Rental of mobile silos**

In addition to the provisions of Chapter A (General Provisions), the following provisions apply in the case of Mobi Group's Services, namely the rental of mobile silos by Mobi Group to the Counterparty.

**Article 35. Additional Definitions** In addition to the definitions in article 1 of Chapter A of these general terms and conditions, the following terms shall have the meanings given:

1. Tenant: in this chapter, the Counterparty is also referred to as Tenant when a Rental Agreement has been concluded with Mobi Group;
2. Rental Agreement(s): any agreement concerning the rental of the Rented by Mobi Group to Tenant/Counterparty consisting of an accepted price quote and these Rental Conditions;
3. Rental Conditions: the provisions of this chapter concerning the

- general rental conditions of Mobi Group;
4. Written communication via email, WhatsApp, or (registered) mail;
5. Rented: any tangible movable property, namely mobile silos, rented out by Mobi Group. This includes mobile silos of Mobi Group itself, as well as mobile silos rented out by Mobi Group to Tenants which are owned by a partner of Mobi Group;
6. Service: the provision of tangible movable goods, namely mobile silos, to (mainly business) Counterparties/Tenants in the context of rental;
7. Price Quote: the offer by Mobi Group, as lessor, to the Tenant/Counterparty, detailing specifications regarding the rental.

### **Article 36. The offer**

1. An offer from Mobi Group usually expires after 30 (thirty) days unless otherwise agreed in Writing.
2. The offer contains a description of the offered Services and the Rented. The description is detailed enough to enable a good assessment of the offer by the Tenant. Obvious mistakes and/or errors regarding displayed amounts do not bind Mobi Group.
3. The accepted Price Quote, together with these general rental conditions, shall serve as the Rental Agreement.

### **Article 37. The Rental Agreement**

1. The Rental Agreement is deemed to have been concluded at the moment the Price Quote is sent by Mobi Group and accepted by the Tenant or otherwise confirmed by non-protest against the execution of the Rental Agreement/Agreement by

- Mobi Group. Mistakes or obvious errors do not bind Mobi Group.
2. The Rental Agreement consists of the Price Quote accepted by the Tenant and these general rental conditions. It is assumed that the Rental Agreement, therefore, represents the full content of the Agreement. By concluding the Rental Agreement – by accepting or otherwise confirming the Price Quote – the Tenant agrees to the contents of the Rental Agreement.
  3. Any additional agreements, promises, or statements made or given by employees of Mobi Group, or made or given on behalf of Mobi Group by other persons acting as representatives, only bind Mobi Group if these agreements, promises, or statements have been confirmed in writing by its director authorized to represent, or by persons authorized by them for this purpose.

#### **Article 38. Rental period and use**

1. The rental period commences on the date and time at which Mobi Group has made the Rented available at the agreed location.
2. The duration or term of the Rental Agreement involving the Rented being a mobile silo, is agreed in Writing between the Parties as indicated on the Price Quote and/or in any additional Written communication.
3. The agreed period of the rental as stated in clause 2 of this article is final. The Tenant must therefore - in principle and if the Parties have not made a different Written agreement - return the Rented or make it available for collection by Mobi Group or a party designated by Mobi Group in accordance with the agreement made in the Price Quote.
4. If the Rented is not returned or cannot be collected in accordance with the agreed end date in the Price Quote and the Parties have not made a different Written agreement about an extension, the Tenant is in default from that moment. The Tenant is then obliged to pay a rental price pro rata of the Rental Agreement and the 'extended' rental period, as well as the legal (commercial) interest for each day that they are late in returning the Rented. In such cases, these general conditions (including Rental Conditions from this chapter) and the further provisions of the Price Quote continue to apply unchanged. If Mobi Group has confirmed in writing to the Tenant or promised that 'extending' the original rental period is allowed, the foregoing in this article does not apply, provided the Tenant complies with the new agreements made between them and Mobi Group. Mobi Group reserves the right not to comply with such a request from the Tenant.
5. If Mobi Group has agreed to longer use of the Rented than agreed, the rental period is automatically extended and these general conditions (including these Rental Conditions) and the further provisions of the Quote remain in full force. If this is the case, the new end date agreed between the Parties will serve as the new final date. The Tenant must return the Rented on this new date or make it available for collection by Mobi Group or a Third Party designated by them.
6. In the case of unauthorized prolonged use of the Rented beyond the agreed term, Mobi Group may also claim compensation for damages suffered

- due to the unavailability of the Rented for rental.
7. The Tenant will take care of the Rented during the rental period. The Tenant is not allowed to sublease the Rented, encumber it with a limited right, give it in use, or otherwise make it available to a Third Party.
  8. The Tenant is prohibited from having the Rented wholly or partially repaired and/or processed by a Third Party. This applies unless the Tenant consults with Mobi Group in advance and Mobi Group gives its Written prior consent for these repairs and/or processing. If things have been adjusted, repaired, and/or processed without Mobi Group's prior Written consent, Mobi Group – in addition to claiming the penalty mentioned in this article - may require the Tenant to return all changes, adjustments, processing, etc., to their original state at no cost to Mobi Group.
  9. The Tenant is prohibited from removing all markings and the like applied to the Rented by Mobi Group for recognition of its goods.
  10. The Tenant is always obliged to follow the instructions and directions of Mobi Group regarding the Rented.
  11. Only if Mobi Group has granted its prior Written consent is the Tenant entitled to make changes or alterations to the Rented.
  12. Changes/additions made by the Tenant do not form part of the Rented (defects in changes/additions do not qualify as a defect within the meaning of article 7:204 of the Dutch Civil Code) and must be undone by the Tenant before or at the end of the rental period unless Mobi Group indicates that the changes/additions should remain. The Tenant is in no case entitled to (value) compensation for changes/additions made by them to the Rented in any form.
  13. The Tenant is obliged to use the Rented in such a way that there is no conflict with any law or government regulation, that no nuisance or inconvenience is caused, and no damage to the environment is inflicted, in the broadest sense of the word. This obligation includes, among other things, ensuring that all security features and the operation of the Rented – the mobile silo – are properly regulated and that the Rented – the mobile silo – must always be 'in operation'. More generally, the Tenant is obliged to use the Rented in accordance with the instructions/manual provided by Mobi Group.
  14. The Tenant is obliged to take timely measures to prevent damage to the Rented due to frost, precipitation, storm, other weather conditions, fire, short circuit, leakage, etc. The Tenant is also obliged to take out adequate insurance for the rental of the Rented, with a minimum coverage of €100,000 (one hundred thousand euros).
  15. The Tenant is required, upon Mobi Group's first request, to cooperate in any potential inspection of the Rented by a prospective subsequent Tenant or an intended buyer. In addition, the Tenant must grant access to experts, appraisers, and other professionals whom Mobi Group wishes to allow access to the Rented, following adequate prior notification by Mobi Group.
  16. In the event of a violation of one or more provisions of this article of the general rental terms and conditions, the Tenant forfeits in favor of Mobi Group an



immediately due penalty of €50,000, plus an amount of €500 for each day, regardless of whether work is customarily performed on such days, that the violation/non-compliance continues, up to a maximum of €100,000.

#### **Article 39. Purpose and scope of the Rental Agreement:**

1. The Rental Agreement: between Mobi Group and the Counterparty is expressly entered into for the purpose of renting the Rented. The intention is never to transfer the legal ownership of the Rented to the Counterparty or Tenant. Consequently, it is prohibited for the Counterparty or Tenant to sell, pledge, sublet, or encumber the Rented in any way. Ownership of the Rented shall always remain with Mobi Group or its partner.
2. If the Counterparty violates the prohibitions of the preceding paragraph, the Counterparty shall owe Mobi Group an immediately payable reasonable fine proportional to the fee or the (residual) value of the Rented, without prejudice to Mobi Group's right to (additional) compensation for damages.

#### **Article 40. Cancellation**

1. Cancellation is, in principle, permitted in all cases. However, if costs have already been incurred for transport (such as planning/booking a time slot, making a deposit, loading the Rented, transportation itself, etc.), the Tenant must reimburse these incurred costs, and investments made or hours worked by Mobi Group, in the event of cancellation.
2. Cancellation must always be made in Writing.

#### **Article 41. Additional general provisions regarding liability**

1. If two or more (legal) persons are Lessees, they are jointly and severally liable for all obligations under the Rental Agreement.
2. The Tenant bears the risk of loss and/or damage to the Rented throughout the entire rental period, including during transport if conducted by the Tenant, and is obligated to load the Rented in accordance with the nature of the goods and the mode of transport.
3. The Rented is deemed to have been delivered, and the risk thereof transfers to the Tenant at the moment the items or the Rented unloaded at the agreed location.
4. The Tenant is held liable regardless of whether they are at fault for the loss, theft, or rendering of the Rented, its components, and/or accessories unusable or worthless. The Tenant is required to take preventive measures to avoid theft of the Rented, considering the Lessee's obligation to return it, which is not waived even by chance or intervention by a Third Party.
5. Damage to the Rented must be reported immediately to Mobi Group by the Tenant. In cases of theft, loss, or embezzlement, a police report must also be filed.
6. The Tenant is obligated to take out sufficient insurance for the Rented at their own expense and risk.
7. If the Rented mobile silos are not owned by Mobi Group but are offered through its partner, the partner is liable or responsible for defects caused by these mobile silos/the Rented, unless the defects and/or damage are (to some extent) attributable to the Counterparty (or their subordinates) themselves.

8. If the Rented, owned by Mobi Group, contains defects, and thereby damage occurs not attributable to the Counterparty and/or a Third Party under their direction and/or risk, Mobi Group is primarily liable. This expressly does not apply to defects in the Rented not owned by Mobi Group but by its partner.

#### **Article 42. Delivery and risk**

1. While Mobi Group will endeavor to adhere to the stated delivery times as much as possible, these are merely indicative and do not bind Mobi Group. Unless otherwise agreed in Writing, the stated delivery time by Mobi Group shall never be considered a strict deadline.
2. Upon exceeding the delivery time, the Tenant is entitled to grant Mobi Group a reasonable period for performance by registered letter, which period shall be no less than 2 (two) working days from the date of receipt of the registered item by Mobi Group.
3. Only after violation of the strict deadline (clause 2 of this article), is the Tenant entitled to dissolve the Rental Agreement. However, Mobi Group is in no case liable for any damages.
4. The delivery location for the Rented shall be the address communicated by the Tenant to Mobi Group. If delivery of the Rented occurs from the location designated by Mobi Group by handing over the Rented to the Tenant or to the transporter engaged by the Tenant, then that location shall be considered the delivery address.
5. Mobi Group is entitled to deliver in parts, or to wait with delivery until the entire order is ready. In such

cases, consultation with the Tenant will occur. In case of partial deliveries, Mobi Group is authorized to invoice the delivered items immediately.

6. By signing the delivery slip, the Tenant from Mobi Group acknowledges having received and rented the Rented described on the delivery slip, with the obligation to pay a rental price as specified in the Price Quote per item.
7. The Tenant declares to have received the Rented in good condition, to maintain it in such state, and thus return it upon completion of the rental period.
8. The Rented must be used in accordance with its purpose and in compliance with any instructions provided by Mobi Group.
9. If applicable, the Counterparty will subsequently sign a binding statement regarding the initial condition of the Rented.
10. If no one is present on behalf of the Tenant on the day of delivery, Mobi Group has the right to take back the Rented and charge the Tenant for the incurred costs.
11. If delivery of the Rented proves impossible, Mobi Group will endeavor to provide a replacement for the Rented.
12. The risk of damage and/or loss of the Rented lies with Mobi Group until the moment of delivery and placement to or at the Tenant or a representative previously designated and made known to Mobi Group, unless explicitly agreed otherwise.
13. The Tenant must ensure that an authorized person is present during the agreed delivery period for the receipt of the Rented. If no one is present at delivery, Mobi Group has the right to take back the Rented. The Tenant will still be liable for the transport costs.

14. If Mobi Group uses a mobile silo/the Rented owned by its partner, then this partner will – either by themselves or through the use of Third Parties – deliver, place, and collect the Rented/these silos at the Counterparty. The partner is responsible for the delivery, placement, and collection of the Rented/these silos.
15. Mobi Group – or the Third Party designated by it for delivery – is at all times entitled to decide whether and where the Rented may be placed on the premises of the Tenant. This is to ensure maximum safety and proper use of the Rented.

#### **Article 43. Return/handover and risk**

1. After the end date agreed upon in Writing, Mobi Group’s driver or a transporter/Third Party designated by them will collect the Rented. During this collection, the condition of the Rented and the presence or absence of all its accessories will always be checked. Until the approval by Mobi Group’s driver or the Third Party transporter, the Tenant remains responsible and liable for the Rented and therefore for any damage/loss. This responsibility ends upon signing the transport form provided to the drivers or by loading the Rented by Mobi Group or a designated Third Party.
2. Any defects found after the check and loading of the Rented or the signature by Mobi Group or the engaged Third Party are at the expense and risk of Mobi Group.
3. The Parties will enter into mutual consultation and set a moment in Writing for when Mobi Group or a designated Third Party can collect the Rented. The Tenant must ensure that the Rented, including all accessories, such as the cement

screw, is in good condition for handover at the moment agreed upon between the Parties. From the moment of unloading/delivery of the Rented until its collection, the Tenant must ensure that the Rented remains in good condition. This includes, for example, placing a cement block over the cement screw to prevent damage. Damages and/or losses that occur during the rental period are fully at the expense and risk of the Tenant.

4. The Tenant must ensure that someone is present for the return of the items during the collection moment agreed upon between the Parties. If no one is present at collection, Mobi Group may still take back the items. However, if a dispute arises regarding whether the Rented was left in good condition or with all accessories by the Tenant, the burden of proof rests explicitly on the Tenant.
5. The items, i.e., the Rented, should be ready for collection in accordance with the instructions provided by Mobi Group.
6. The Rented is inspected by Mobi Group or a designated Third Party at the time of collection.
7. If any form of damage is established without the presence of the Tenant, then the inspection by Mobi Group is binding, and the costs thereof will be charged to the Tenant.
8. If damage to the Rented is noted during the inspection, the Tenant will be informed as soon as possible. In this damage notification, a term will be set during which the damaged item will be held available for the Tenant for a counter/expert assessment. After this term, repair or replacement will proceed, and all costs (or possibly the deductible) will be charged to the Tenant. If the

Tenant does not utilize counter/expert assessment, the damage assessment by Mobi Group is binding.

#### **Article 44. Obligations of the Tenant**

1. The Tenant, their personnel, assistants, and/or other persons who use the Rented under the order or responsibility of the Tenant, must be familiar with the (usage) instructions and any other directions or manuals present/on the Rented and act accordingly. The Tenant is also liable for the actions or omissions of their personnel, assistants, and/or other persons under the Lessee's order or responsibility.
2. If the Rented is not returned/cancelled to Mobi Group at the end of the agreed rental term, or if the conditions of Article 45.3 of these general terms and conditions occur, Mobi Group will offer the Tenant the opportunity to return the Rented or report theft. The rental term ends in this case as soon as the Rented is returned or cancelled.
3. If the Tenant does not return or report the Rented after the end date has passed, they are in default. In this case, the Tenant is liable for the rental sum as well as the current value of the unreturned item/items to Mobi Group.
4. The Tenant must return the Rented to Mobi Group on the agreed end date (and time), in the same condition as it was received at the start of the rental term.
5. Normal wear and tear customary for the type of item and its purpose are tolerated by Mobi Group. The Tenant must return the items to Mobi Group in accordance with the prescribed manner/instructions provided.
6. If applicable, the Tenant must ensure, at their own expense and risk, that they have any necessary permits and approvals in time and prior to the delivery of the Rented.
7. Subleasing and making available to Third Parties is only permitted with the express written prior consent of Mobi Group. The Tenant remains fully responsible and therefore liable for any resulting damage.
8. The Tenant is required to take preventive measures to prevent theft and damage to the Rented. This includes (but is not limited to) ensuring a safe environment where the Rented is located and securing this environment to prevent theft, and for example, placing concrete blocks over the cement screw to prevent damage/breakage. For more obligations in this regard, see also the manual/instructions of Mobi Group, which will be sent to the Tenant.

#### **Article 45. Damage and loss**

1. Damage to the Rented, caused within the period for which the Tenant is responsible, must be reported in Writing to Mobi Group immediately upon discovery, but no later than within 48 (forty-eight) hours of its occurrence.
2. In the event of theft/loss of the Rented, the Tenant is obligated to report this to Mobi Group within 24 (twenty-four) hours of discovery and to file a report at a police station. The Tenant is also required to provide Mobi Group with a (copy of the) police report.
3. If the Tenant fails to file a report and/or provide a police report to Mobi Group, the theft will be considered as embezzlement.
4. In cases of theft or (economic) total loss of the Rented, the Tenant is obliged to compensate Mobi Group

for the damage at the current value of the Rented. If repair is still possible, the Tenant is obliged to reimburse the repair costs involved. Despite the foregoing, the Tenant remains fully liable for all other damages consequently suffered by Mobi Group.

5. For missing items, for which Mobi Group has already charged the current value to the Tenant, and which are later found and returned by the Tenant, the Tenant owes the rental price up to the date of return. This will be deducted by Mobi Group (if applicable) from the reimbursement of the current value to be returned to the Tenant.
6. The Tenant is held liable regardless of whether they are at fault for the damage, loss, theft, or rendering of the Rented unusable or worthless.

#### **Article 46. Complaints/claims**

1. The Tenant is obliged to inspect (or have inspected) the delivered goods at the time of (delivery). The Tenant should at least verify whether the quality and quantity of the delivered goods correspond with what has been agreed between the Parties, or at least meet the standards that apply in normal (commercial) transactions.
2. The Tenant can no longer invoke a defect in performance if they have not protested to Mobi Group within 2 (two) months after discovering or reasonably should have discovered the defect. If there is a visible defect upon (delivery), a period of 48 (forty-eight) hours applies.
3. The Tenant must give Mobi Group at least 4 (four) weeks to resolve the complaint in mutual consultation.
4. If a complaint is not reported to Mobi Group within the terms mentioned in the preceding

paragraphs, the Rented or Service is deemed to comply with the Rental Agreement and to function according to the Rental Agreement.

5. Complaints do not suspend the Lessee's payment obligation if the Tenant acts in the exercise of a profession or business.

#### **Article 47. Ownership of the Rented**

1. The ownership of all items or Rented delivered by Mobi Group to the Tenant or Counterparty remains with Mobi Group at all times.
2. The Tenant is not authorized to pledge the Rented or encumber it in any other way.
3. In exercising its retention of title, Mobi Group is entitled to unhindered access to the items or Rented. The Tenant shall cooperate fully with Mobi Group to enable the exercise of the retention of title by reclaiming the Rented, including any necessary disassembly. The Tenant hereby grants Mobi Group or a Third Party designated by Mobi Group unconditional and irrevocable permission to enter all places where its properties are located and take those items in all cases where Mobi Group wishes to exercise its property rights.
4. If the Tenant has acquired ownership of the items delivered under retention of title by accession or commingling, the Tenant is obliged, at the request of Mobi Group, to transfer back the ownership of the delivered items to Mobi Group. If the establishment of a right of superficies as referred to in Article 5:101 of the Civil Code is required, the Tenant is obliged to cooperate.
5. If Third Parties intend to seize the items delivered under retention of title, or wish to establish or assert rights thereon, the Tenant is

obliged to inform Mobi Group as quickly as reasonably expected.