OctaFlow

GENERAL TERMS AND CONDITIONS · VERSION 2026.3

Clear agreements, *right from the start.*

These terms apply to all OctaFlow services: advice, tenders, the Safety Scan, the online tools and the Residual Value Check, including the purchase, brokerage and resale of equipment.

EFFECTIVE FROM 1 JANUARY 2027

Replaces the general terms and conditions version 2026 (June 2026), the supplement version 2026.1 (September 2026) and version 2026.2 (November 2026). For new agreements and registrations, this version applies from its publication on octaflow.nl. This is a translation; the Dutch text prevails.

CONTENTS

A	General provisions	Articles 1 – 16
B	Safety Scan and online tools	Articles 17 – 18
C	Residual Value Check	Articles 19 – 22
D	Sale of equipment	Articles 23 – 27
E	Buyers and dealers	Articles 28 – 32

Sjef Kerkvliet octaflow.nl

PART A

General provisions *for all services and agreements.*

ARTICLE 1

Definitions and applicability

1.1 **Contractor**: OctaFlow, sole proprietorship of Sjef Kerkvliet, located at Lambrechtsveld 42, 2235 AZ Valkenburg (South Holland), the Netherlands, registered with the Dutch Chamber of Commerce under number 42087431, VAT identification number NL005488905B88, hereinafter "Contractor" or "OctaFlow".

1.2 **Client**: any natural person or legal entity acting in the course of a profession or business that enters into an agreement with Contractor or registers equipment for the Residual Value Check.

1.3 **Services**: all work carried out by Contractor, including: operational quick scans, operational and intralogistics optimisation, advice on the deployment and composition of internal transport equipment, energy source advice, damage reduction, the Safety Scan, tender management and contract negotiation, advice on disposing of and redeploying equipment, advice on the automation of internal transport, interim and project management, project support and implementation support, training courses and workshops, the Residual Value Check and the online tools.

1.4 **Equipment**: used internal transport equipment and accessories, including forklift trucks, reach trucks, pallet trucks, stackers, order pickers, side loaders and four-way trucks, aerial work platforms, cleaning machines, tow tractors, wheel loaders, traction batteries, chargers and attachments.

1.5 **Buyer**: a dealer, end user or other party that makes a bid on equipment offered through Contractor, or that buys equipment from Contractor.

1.6 **Online tools**: the free tools on octaflow.nl, including the Warehouse Performance Check, the MHE Fleet Health Check, The Octagon and the Automation Check.

1.7 **Agreement**: any arrangement between Client and Contractor, including a quotation, order confirmation and any supplements to them.

1.8 **In writing**: by letter, e-mail or through an online platform or form designated by Contractor.

1.9 These terms consist of part A (general), part B (Safety Scan and online tools), part C (Residual Value Check), part D (sale of equipment by Contractor) and part E (buyers). Part A applies to all legal relationships. Parts B to E apply only to the activities described in them and prevail over part A in the event of conflict.

1.10 These terms apply to all offers, quotations, registrations and agreements of Contractor. Deviations apply only if Contractor has confirmed them in writing. The applicability of any general terms and conditions of Client or Buyer is expressly rejected.

ARTICLE 2

Quotations and formation of the agreement

2.1 Quotations are without obligation and valid for 30 days from their date, unless the quotation states otherwise.

2.2 An agreement is formed when Client accepts the quotation in writing, or when Contractor starts the work with Client's consent.

2.3 Quotations are based on the information provided by Client. If that information proves incorrect or incomplete, Contractor may adjust scope, planning and price in consultation.

2.4 Contractor may refuse an assignment or registration without giving reasons.

2.5 Verbal agreements bind Contractor only after written confirmation.

ARTICLE 3

Performance of the assignment

3.1 Contractor performs the work to the best of its knowledge and ability and in accordance with the applicable professional standards. Contractor has an obligation of effort and not an obligation of result, unless expressly agreed otherwise in writing.

3.2 Stated deadlines are indicative and not strict deadlines, unless expressly agreed otherwise in writing.

3.3 Contractor may engage third parties for the performance, such as technical specialists. Contractor remains the point of contact and is responsible in accordance with article 12.3.

3.4 If changed market or regulatory circumstances require a different approach, Contractor will agree the content of the work with Client.

3.5 Recommendations on suppliers, equipment and energy sources are based on the specifications and data provided by Client. Contractor does not guarantee technical compatibility with Client's existing infrastructure, unless a validation phase has been agreed in writing.

3.6 A validation phase is only carried out if agreed in writing and is invoiced separately. Without a validation phase, Client remains responsible for the accuracy of the specifications and for technical compatibility.

3.7 Contractor is not responsible for technical installation, grid connection, inspections or legally required risk assessments. Where such expertise is needed, Contractor advises engaging a specialist.

ARTICLE 4

Obligations of Client

4.1 Client provides in good time all information and cooperation needed for the performance, including fleet data (type, age, use, costs), warehouse and lift height specifications, damage and incident data, existing supplier contracts and rates, and volume and business forecasts.

4.2 Client warrants the accuracy and completeness of the information provided. The consequences of incorrect or incomplete information are for Client's account.

4.3 Client appoints a contact person who is authorised to make decisions.

4.4 Client grants access to locations, people and systems as far as needed for the Services, ensures that Contractor can work safely on site and provides the applicable site and safety rules in advance.

4.5 Client makes decisions in good time, especially in tender processes. Delays caused by Client may lead to additional costs and longer lead times.

ARTICLE 5

Advice and decision-making

5.1 Advice is based on the information, fleet data, business objectives and market knowledge available at the time it is given. Advice is not an instruction: Client makes its own decisions.

5.2 Client is responsible for the interpretation and application of advice, the choice of suppliers and equipment, the implementation of recommendations and the operational consequences of the choices made.

5.3 TCO calculations, savings analyses and valuations are model-based estimates. They do not guarantee savings, proceeds or prices that will actually be achieved.

5.4 The outcomes of tenders and sales processes depend on the response of the market and are not guaranteed.

5.5 Changes in market conditions, supplier prices or regulations after advice has been given are at Client's risk, unless Contractor is instructed to update the advice.

ARTICLE 6

Liability

6.1 Contractor is only liable for direct damage resulting from an attributable failure in the performance of the agreement.

6.2 Liability is limited to the fee (excluding VAT) paid for the assignment concerned in the 12 months before the event causing the damage, up to a maximum of € 25,000 per event, where a series of related events counts as one event.

6.3 For free Services, such as the Residual Value Check and the online tools, liability is limited to € 1,000 per event.

6.4 Contractor is not liable for indirect damage, including consequential damage, lost profit, missed savings, business interruption, reputational damage and damage caused by incorrect or incomplete data from Client.

6.5 The limitations and exclusions in this article do not apply in the event of intent or deliberate recklessness on the part of Contractor, and do not affect liability for death or personal injury to the extent mandatory law so requires.

6.6 Client reports damage in writing, with reasons, within 2 months after discovering it or after it could reasonably have been discovered. Any right to compensation lapses 12 months after that report, unless Client has brought legal proceedings within that period.

6.7 Client indemnifies Contractor against third-party claims related to the Services, except to the extent those claims result from an attributable failure of Contractor.

ARTICLE 7

Fees and costs

7.1 The fee consists of an hourly rate, half-day rate, project price or a combination of these, as stated in the quotation.

7.2 All amounts are exclusive of VAT.

7.3 Travel, accommodation and other expenses are only charged if the quotation says so, and then in the manner stated there.

7.4 Additional work, a changed scope or an extended tender process is invoiced at the agreed hourly rate after prior written notice.

7.5 Retainer agreements are invoiced monthly in advance. In the event of early termination, the fee for the current month is not refunded, unless agreed otherwise in writing.

ARTICLE 8

Payment

8.1 Invoices are paid within 14 days of the invoice date, unless agreed otherwise in writing.

8.2 Client may not suspend or set off its payment obligations.

8.3 In the event of late payment, Client owes the statutory commercial interest (article 6:119a of the Dutch Civil Code) from the due date, without notice of default. After a written reminder with a payment term of 14 days, Client also owes extrajudicial collection costs of 15% of the outstanding amount, with a minimum of € 350. Contractor may suspend the work until payment in full.

8.4 For assignments lasting more than 60 days, Contractor may invoice in instalments in proportion to progress.

8.5 Tender processes are invoiced in phases: 40% on order confirmation, 40% after completion of the market consultation and 20% after completion of contracting, unless the quotation provides otherwise.

ARTICLE 9

Suspension and termination

9.1 Contractor may terminate the agreement in writing with immediate effect in the event of: non-payment after a reminder, bankruptcy or suspension of payments of Client, a serious breach of obligations by Client, or circumstances in which Contractor cannot reasonably be expected to continue the cooperation.

9.2 On termination, all outstanding amounts become immediately due, including costs already incurred for ongoing tender processes.

9.3 Client may terminate the agreement in writing with a notice period of 30 days. Client pays for the work carried out up to the end date and for the obligations Contractor has reasonably already entered into with third parties.

9.4 If Client terminates an ongoing tender process after more than 50% of the work has been carried out, the full project price is due.

ARTICLE 10

Intellectual property

10.1 All intellectual property rights in documents, analyses, reports, tender models, evaluation frameworks, calculation tools, dashboards, templates, checklists, online tools and methods of Contractor remain with Contractor. This also applies if they were developed or adapted wholly or partly for Client.

10.2 After payment in full, Client obtains a non-exclusive, non-transferable right to use the delivered results within its own organisation for the purpose of the assignment.

10.3 Client may share results with advisers, financiers and suppliers to the extent needed for decision-making or implementation. Client may not resell or license tender models, calculation tools or evaluation frameworks, or make them available to competitors of Contractor.

10.4 Client only uses Contractor's name or logo with written permission.

ARTICLE 11

Confidentiality

11.1 Both parties keep the other party's confidential information secret and use it only for the performance of the agreement. Confidential information includes in any case fleet data, supplier rates and contracts, cost structures and budgets, tender strategies and strategic business information.

11.2 Contractor may share confidential information to the extent needed for the performance of the assignment, such as in a tender with suppliers, with engaged specialists or, in the Residual Value Check, with Buyers in accordance with article 19.4. Contractor shares no more than necessary and imposes comparable confidentiality on recipients.

11.3 The duty of confidentiality does not apply to information that is already public, that a party has lawfully obtained from a third party, or that a party must disclose by law or court order.

11.4 The duty of confidentiality continues until 5 years after the end of the agreement.

11.5 If Client breaches article 10.3 or article 11.1, Client forfeits an immediately payable penalty of € 10,000 per breach, without prejudice to Contractor's right to compensation for actual damage to the extent it is higher. A breach by Contractor is governed by article 6.

11.6 Contractor may mention Client as a reference in general terms, unless Client objects.

ARTICLE 12

Independence, own interest and third parties

12.1 Contractor is not affiliated with brands or suppliers of new equipment or automation and does not sell them.

12.2 In the Residual Value Check (part C), Contractor as a rule buys the equipment for its own account and then resells it. For larger batches, Contractor may instead act as a broker in accordance with article 20.4. Contractor has its own interest in the price and states in advance in which capacity it acts. Advice on the composition and needs of the fleet is kept separate from this and delivered separately.

12.3 Contractor remains responsible towards Client for third parties it engages itself, within the limits of article 6. Contractor is not liable for suppliers, Buyers or other third parties that Client contracts or selects itself.

ARTICLE 13

Force majeure

13.1 Contractor is not liable for delay or non-performance due to force majeure, including illness or incapacity of the person performing the assignment, serious market disruption, supplier failure, strikes, government measures, pandemics, cyberattacks and system failures.

13.2 During force majeure, obligations are suspended. If force majeure lasts longer than 60 days, either party may dissolve the agreement in writing without liability for damages. Work already performed is paid for pro rata.

ARTICLE 14

Complaints and disputes

14.1 Client reports objections to an invoice in writing within 14 days of the invoice date. Client reports complaints about the performance and damage in accordance with article 6.6.

14.2 The parties first try to resolve complaints amicably.

14.3 These terms and all agreements are governed exclusively by Dutch law. The Vienna Sales Convention (CISG) is excluded.

14.4 Disputes are submitted to the competent court in the district of The Hague.

ARTICLE 15

Personal data

15.1 Client remains the controller of personal data it provides to Contractor, such as data of employees and contact persons. Client warrants that it has a lawful basis for providing that data.

15.2 Contractor processes personal data only to the extent needed for the assignment and in accordance with the GDPR, and takes appropriate technical and organisational security measures.

15.3 Contractor does not keep personal data longer than necessary and informs Client without undue delay of a data breach affecting Client's data.

15.4 If Contractor structurally processes personal data on behalf of Client, the parties will, on request, enter into a data processing agreement in accordance with article 28 GDPR.

15.5 Data provided through the website, the Residual Value Check or the online tools, and data of Buyers, are governed by the privacy statement on octaflow.nl.

ARTICLE 16

Final provisions

16.1 If a provision is wholly or partly invalid, the other provisions remain in force. The parties replace the invalid provision with a valid one that comes as close as possible to its purpose and intent.

16.2 Contractor may amend these terms. Amendments are announced in writing at least 30 days in advance and do not apply to ongoing assignments, unless Client agrees.

16.3 Acceptance by e-mail, an online form or digital signature software is equivalent to a handwritten signature.

16.4 These terms are available for download on octaflow.nl. Contractor sends them free of charge on request, as well as earlier versions.

16.5 These terms are a translation of the Dutch "Algemene voorwaarden OctaFlow". In the event of any difference between the two versions, the Dutch text prevails.

16.6 Version 2026.3, effective from 1 January 2027. For agreements and registrations formed after this version has been published on octaflow.nl, it applies from that publication. This version replaces version 2026 (June 2026), the supplement version 2026.1 (September 2026) and version 2026.2 (November 2026).

PART B

Safety Scan and online tools *in addition to part A.*

ARTICLE 17

Safety Scan and safety advice

17.1 The Safety Scan is an assessment of traffic and pedestrian routes, sight lines, layout, equipment use and working methods at the time of the visit, aimed at identifying risks and proposing measures.

17.2 The Safety Scan is not a risk inventory and evaluation (RI&E) within the meaning of the Dutch Working Conditions Act, not an inspection of equipment, racking or installations, and not a certification. Contractor does not determine whether Client complies with laws and regulations.

17.3 As the employer, Client remains responsible for safety at its location and for taking, implementing and maintaining measures. Contractor does not give instructions to Client's employees.

17.4 If Contractor identifies a situation of immediate danger to people during the visit, it reports this immediately to Client's contact person. Failure to identify a risk does not mean that the risk is absent.

17.5 Article 6 applies, subject to article 6.5.

ARTICLE 18

Online tools

18.1 The online tools are available free of charge to professional users. Contractor refers to these terms when a tool is submitted. Anyone who uses a tool accepts these terms to the extent they relate to the online tools.

18.2 The results of the online tools are generated automatically from the user's answers. They give an indication and are not advice. Contractor does not warrant their accuracy, completeness or fitness for a particular purpose.

18.3 Contractor may change, temporarily suspend or discontinue the online tools without prior notice.

18.4 The questions, calculation rules, scores, report formats and other content of the online tools are the intellectual property of Contractor. The tools or their content may not be copied, replicated, read out automatically or used commercially.

18.5 Contractor may use the data entered to send the user the result, to contact the user about the outcome, and in anonymised and aggregated form for benchmarks and to improve the tools. Personal data is governed by the privacy statement on octaflow.nl.

18.6 Contractor's liability for the use of the online tools is limited in accordance with article 6.3.

PART C

Residual Value Check
valuation, purchase and brokerage.

ARTICLE 19

Registration and file

19.1 With the Residual Value Check, Client has the market value of surplus equipment assessed. Client registers the equipment with specifications, condition, known defects and images. Contractor presents the file to one or more Buyers to determine the market value and makes Client a bid on that basis in accordance with article 20.

19.2 Registration and feedback are free of charge for Client. A registration does not oblige Client to sell. Until a bid is accepted, Client may sell the equipment elsewhere, including to its own supplier, or keep it.

19.3 A registration does not oblige Contractor to make a bid. Contractor aims to respond within five working days; this is not a strict deadline.

19.4 The file presented to Buyers contains the specifications, serial number, condition and photos of the equipment, including the photo of the type plate, so that Buyers can verify the exact version. It does not contain Client's company name, address or contact details. Contractor shares those details only after Client has accepted a bid, and then only with the Buyer that buys or collects the equipment and to the extent needed for collection.

ARTICLE 20

Purchase for own account or brokerage

20.1 As a rule, Contractor buys the equipment for its own account and then resells it. The bid to Client is then the price at which Contractor itself buys.

20.2 When buying for its own account, Contractor earns the difference between its purchase price and the price at which it resells the equipment. That difference varies per machine and is not disclosed. Contractor therefore has its own interest in the price.

20.3 Client is free not to accept the bid and to have the equipment valued or sold elsewhere, including by its own supplier.

20.4 For larger batches of equipment, or where the situation calls for it by agreement, Contractor may act as a broker between Client and one or more Buyers instead of buying itself. Contractor states this in advance in writing, together with the fee it receives for this and from whom. In the case of brokerage, the purchase agreement is formed directly between Client and Buyer. Contractor is then not a party to that purchase and does not guarantee performance by the Buyer, but does ensure that the arrangements on price, collection and payment are recorded in writing.

20.5 Contractor delivers advice on the composition and needs of Client's fleet separately and independently of any bid on that equipment.

ARTICLE 21

Obligations of Client as seller

21.1 Client warrants that it is entitled to dispose of the equipment and that it is free of third-party rights, such as ownership by a lease or rental company, a retention of title, a right of pledge or an attachment. If such rights exist, Client reports them in advance in writing. Client indemnifies Contractor and the Buyer against third-party claims related to this.

21.2 Client warrants the accuracy and completeness of the data and images and reports all defects it knows or, as owner, should reasonably know.

21.3 If the equipment differs materially from the registration at collection, the bid may be adjusted or withdrawn. Reasonable costs of a wasted collection trip are then for Client's account.

21.4 Before collection, Client removes its own data and company markings from the equipment, including data in on-board computers, fleet management systems, terminals and scanners, and states in advance which parts and accessories are not included.

21.5 Until collection, Client keeps the equipment in the same condition as at registration and ensures that it can be collected safely at the agreed location and time by Contractor or the Buyer designated by Contractor.

ARTICLE 22

Bids and purchase agreement

22.1 Bids are exclusive of VAT, assume collection by Contractor or a Buyer designated by Contractor at the location stated by Client, are valid for the period stated with the bid and are based on the registration, subject to inspection at collection.

22.2 A purchase agreement is only formed by written acceptance of a bid within its validity period. When buying for its own account, Contractor is the buyer; in the case of brokerage, the buyer is the Buyer that made the bid.

22.3 The equipment is bought in the condition it is in at acceptance, taking into account what Client has declared under article 21.

22.4 When buying for its own account, Contractor pays the purchase price no later than at collection and ownership and risk pass at collection, unless the bid states otherwise. In the case of brokerage, payment and the transfer of ownership and risk are arranged in the written arrangements between Client and Buyer. Until collection, the equipment remains with Client, at Client's risk.

22.5 Contractor does not guarantee that a bid will be made, nor its amount. Article 5.4 applies.

22.6 When buying for its own account, Contractor may have the equipment collected by the Buyer to which it resells it. Contractor then remains responsible towards Client for collection and payment.

22.7 Article 6 applies to the activities under this part.

PART D

Sale of equipment *by OctaFlow.*

ARTICLE 23

Applicability

23.1 This part applies when Contractor sells equipment that it has bought for its own account to a Buyer. Part A and part E apply accordingly, on the understanding that "Client" is to be read as "Buyer".

23.2 A purchase agreement is formed by written acceptance of an offer or order confirmation from Contractor. Offers are without obligation and valid for as long as the equipment is available.

ARTICLE 24

Condition of the equipment and warranty

24.1 The equipment is used and is sold in the condition it is in when the purchase agreement is concluded ("as is, where is"), without warranty, unless expressly agreed otherwise in writing.

24.2 Descriptions, specifications, hour meter readings, years of manufacture and images are based on information from the previous owner and are provided to the best of Contractor's knowledge. Contractor does not warrant them. Buyer is given the opportunity to inspect the equipment, or have it inspected, before purchase.

24.3 Buyer is itself responsible for inspection, CE conformity, any modifications and making the equipment suitable for its intended use, and for compliance with the rules that apply to its use.

24.4 To the extent permitted by law, the statutory conformity rules (article 7:17 of the Dutch Civil Code) and claims for defects are excluded, except for defects that Contractor knew of and deliberately concealed.

ARTICLE 25

Price, payment and retention of title

25.1 Prices are exclusive of VAT, ex location, exclusive of transport, loading and any dismantling costs.

25.2 Buyer pays the full purchase price before collection, unless agreed otherwise in writing.

25.3 The equipment remains the property of Contractor until Buyer has paid everything it owes under the purchase agreement. Until then, Buyer may not resell, pledge or otherwise encumber the equipment.

25.4 If Buyer does not pay on time, Contractor may dissolve the agreement, take back the equipment and sell it to someone else. Buyer then compensates the damage, including any price difference and costs incurred. Article 8.3 applies.

ARTICLE 26

Collection and risk

26.1 Buyer collects the equipment at the location stated by Contractor, usually that of the previous owner, within 10 working days after payment, or within another period agreed in writing. Buyer arranges and pays for transport, loading equipment and insurance during transport.

26.2 During collection, Buyer follows the site and safety rules of the location and is liable for damage that it or its carrier causes to the location or to third parties.

26.3 The risk of the equipment passes to Buyer at collection or, if Buyer does not collect within the period of article 26.1, when that period expires.

26.4 If Buyer does not collect on time, Contractor may dissolve the agreement after a written reminder with a period of 5 working days. Buyer then compensates the damage, including costs Contractor incurs towards the previous owner.

ARTICLE 27

Complaints and liability on sale

27.1 Buyer inspects the equipment at collection. Buyer reports visible deviations from the purchase agreement immediately at collection, in writing and with photos. After collection, the equipment is deemed accepted in good condition, except for deviations that were not visible on reasonable inspection and that Buyer reports in writing within 5 working days.

27.2 Contractor's liability is limited to the purchase price of the equipment concerned. Articles 6.4 and 6.5 apply.

PART E

Buyers and dealers
for those who bid on or buy through OctaFlow.

ARTICLE 28

Applicability and access

28.1 This part applies to every Buyer that receives files, makes bids or buys equipment through Contractor. Part A applies accordingly. Purchases from Contractor itself are also governed by part D.

28.2 Buyer acts in the course of a profession or business. Contractor decides itself which Buyers it sends files to and may exclude a Buyer without giving reasons.

28.3 Contractor refers to these terms when sending a file. By using a file or making a bid, Buyer accepts them.

ARTICLE 29

Bids

29.1 A bid is unconditional and irrevocable during the validity period stated with the bid, subject only to inspection at collection in accordance with article 29.3.

29.2 Bids are exclusive of VAT and assume collection by Buyer at the stated location, at Buyer's cost and risk.

29.3 Buyer may only adjust or withdraw its bid if the equipment differs materially from the file at collection. Buyer demonstrates the deviation with photos and a written explanation, drawn up at collection.

29.4 Buyer understands that Contractor presents the file to several Buyers and that Contractor is free not to accept a bid.

ARTICLE 30

Purchase and payment

30.1 A purchase agreement between Buyer and Contractor is formed as soon as Contractor accepts Buyer's bid in writing. Part D applies to it. If Contractor acts as a broker in accordance with article 20.4, the purchase is formed between Buyer and the owner of the equipment as soon as the owner accepts the bid in writing through Contractor. Articles 29, 31 and 32 then continue to apply.

30.2 Buyer pays the purchase price before collection, to Contractor or, in the case of brokerage, in accordance with the written arrangements, unless agreed otherwise in writing.

30.3 Buyer ensures timely and correct collection in accordance with article 26.

ARTICLE 31

Confidentiality of files

31.1 Files, photos, prices and bids are confidential. Buyer uses them only to make a bid and does not share them with third parties, except with its own employees and advisers who need them for that purpose and who are bound by the same confidentiality.

31.2 Buyer does not try to establish the identity of the previous owner from file information, serial numbers, images or other characteristics.

31.3 Buyer uses details of the previous owner that it receives for collection only for collection.

ARTICLE 32

Non-circumvention

32.1 For 12 months after receiving a file, Buyer does not contact the previous owner directly about equipment from that file and does not conclude any agreement about it outside Contractor.

32.2 This does not apply to equipment that Buyer can demonstrate it had already been offered by the same owner through another channel, or to an existing customer relationship that Buyer can demonstrate it already had with that owner.

32.3 If Buyer breaches article 31 or 32.1, Buyer forfeits an immediately payable penalty of € 5,000 per breach, without prejudice to Contractor's right to compensation for actual damage to the extent it is higher.

32.4 In the event of a breach, Contractor may also exclude Buyer from future files.

OctaFlow

Grip on flow, *equipment & operations.*

octaflow.nl

DETAILS

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