

TRANSLATION of the "Algemene verkoop- en leveringsvoorwaarden voor de technologische industrie". Only the Dutch text of these conditions is authentic. In case of ambiguities or doubts as to the meaning of a certain part or paragraph or differences with the Dutch text, the Dutch text will be decisive.

General conditions for sales and delivery for the technological industry

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Article 1 General

1. If these terms are part of offers and agreements for the provision of deliveries and/or services by a supplier to a customer, all provisions of these terms shall apply between these parties, unless expressly agreed otherwise in writing between the parties. Any reference by the customer to its own purchase or other terms is expressly rejected by the supplier.
2. In these terms, the following terms shall have the meanings assigned to them:
 - Product: the performance(s) provided by the supplier to the customer, such as the delivery of goods, assembly of goods supplied or not supplied by the supplier, contract work, maintenance, repair, and services such as advice and inspection;
 - Goods: a tangible object, including any software included therein;
 - Software: software included exclusively in the delivered goods;
 - Written: by letter, email, or in any other manner agreed upon by the parties, other than orally;
 - Additional work: any performance carried out by the supplier in addition to the agreement, whether or not it is documented in writing and agreed upon with the customer;
 - Price: the price for the product as per Article 4.

Article 2 Offer

1. Every offer made by the supplier is non-binding and may be revoked no later than 3 working days after acceptance.
2. Each offer is based on the execution of the agreement by the supplier under normal circumstances and during normal working hours.

Article 3 Agreement

1. Without prejudice to Article 2, paragraph 1, the agreement is concluded when the acceptance corresponds to the offer. If the acceptance deviates from the offer, the agreement is only concluded after the explicit acceptance of these deviations by the supplier.
2. Information provided in product documentation, images, drawings, size and weight specifications, etc., is binding only if and insofar as it is explicitly included in an offer or order confirmation from the supplier or in a contract signed by the parties.
3. Verbal promises/agreements are binding on the supplier only if made/confirmed in writing by a duly authorized employee of the supplier.

Article 4 Price

1. Unless otherwise agreed in writing, the agreed price is exclusive of value-added tax and other government levies applicable to the sale and delivery, and is based on delivery Ex Works according to the Incoterms in

effect on the date of the offer. "Ex Works" refers to the supplier's premises, as designated by the supplier.

2. If, after the date of the conclusion of the agreement, one or more of the cost price factors increase - even if this occurs due to foreseeable circumstances - the supplier is entitled to increase the price accordingly.
3. The supplier may invoice additional work separately as soon as the amount to be invoiced for it is known. The calculation of additional work is subject to the provisions of paragraph 1 and paragraph 2, accordingly.
4. The costs of loading, unloading, and transport of raw materials, semi-finished products, models, tools, and other items provided by the customer are not included in the price.
5. If it is agreed that the assembly of the product is carried out by the supplier, the price includes assembly, except for the costs mentioned in Article 7, paragraph 3 and paragraph 5.

Article 5 Intellectual Property/Confidentiality

1. All intellectual property rights in the product, its design, and the drawings, calculations, descriptions, technical documents, models, tools, etc., made for the design, production, and use of the product, belong to the supplier or, as the case may be, to a third party who has granted a license to the supplier to use these rights. This also applies if such is specifically developed for the customer unless otherwise agreed in writing. The customer obtains a non-exclusive, transferable right to use these intellectual property rights for an unlimited period of time, but only for the delivered product and subject to any restrictions in underlying licenses granted by third parties. The supplier is not obliged to provide the customer with the source code or updates for the software.
2. Technical, commercial, and financial information and information marked as confidential or that, by its nature, should be considered confidential, disclosed in writing or orally by one party to the other, shall be treated as confidential by the receiving party. Therefore, the information may not be used by the other party for any purpose other than that for which it was provided without written permission from the disclosing party. The information may not be reproduced or disclosed to a third party without written permission.

Article 6 Delivery time

1. If the parties have agreed upon a specific timeframe for delivery, this period shall commence once the agreement is made and the customer has fulfilled all conditions that must be met by the customer before the supplier commences performance, such as providing necessary documents and information, obtaining permits, completing necessary formalities, and making any advance payments that are due. If a specific delivery date, week, or month is agreed upon instead of a timeframe, it shall be reasonably adjusted as necessary.
2. The product shall be considered delivered within the delivery time when it is ready for acceptance tests at the supplier's premises if such tests have been agreed upon, or in other cases when the item is ready for shipment and the customer has been notified of this in writing. For services other than the delivery of goods, the delivery time is considered met when the service has been provided.
3. The delivery time is based on the working conditions in effect at the time of the agreement and the timely delivery of goods and/or services ordered by the supplier for the execution of the work. If delays occur through no fault of the supplier due to changes in the working conditions or due to the untimely delivery of goods and/or services ordered for the execution of the work, the delivery time shall be extended as necessary.
4. If, during the execution of the agreement, a delay arises due to the actions or omissions of the customer or circumstances attributable to the customer, the supplier may extend the delivery time by a period that is necessary considering all circumstances. This also applies if the cause of the delay occurs after the agreed-upon delivery time.
5. Exceeding the delivery time does not give the customer the right to terminate the agreement in whole or in part or to seek damages. However, if this exceeding of the delivery time is more than 16 weeks or is expected to be more than 16 weeks according to the supplier's notice, the customer may terminate the agreement by providing written notice to the supplier. In this case, the customer is entitled to a refund of any amount already paid and compensation for damages, up to a maximum of 15 percent of the price, where applicable. If partial delivery has already been made, the agreement may only be partially terminated after 16 weeks, specifically for the undelivered portion, unless the delivered portion is not independently usable by the customer. In the case of partial termination, the customer is entitled to a refund of the portion of the price related to the undelivered portion and compensation for damages. The maximum of 15 percent mentioned above is calculated in this case based on the portion of the price related to the undelivered portion. If the delay in delivery is due to force majeure, Article 13 shall apply.
6. If the customer remains in default of accepting the product after being given a formal notice, the supplier may charge the customer for the resulting costs and damages, without prejudice to the supplier's rights as per Article 14. Furthermore, the customer is obliged to make payment as if delivery had occurred according to the agreed-upon delivery time.

Article 7 Assembly

1. If it is agreed that the supplier will handle the assembly of an item, the customer is responsible for ensuring the proper execution and timely availability of all facilities, provisions, and conditions necessary for the assembly of the item and its proper functioning in an assembled state.
2. The customer shall ensure, at their own cost and risk, that:
 - a. The supplier's personnel can commence work according to the agreed-upon schedule and can work during normal working hours. If deemed necessary by the supplier, work may be conducted outside normal working hours, provided this is communicated to the customer in writing within a reasonable time;
 - b. The customer informs the supplier in writing and in a timely manner about all safety regulations applicable at the assembly site;
 - c. Assembly can be carried out in a safe and secure environment;
 - d. All necessary safety measures are taken before the start of assembly and are maintained during assembly;
 - e. The supplier's personnel have access to proper sanitary facilities;
 - f. All necessary assistants, cranes, lifting equipment, transport and auxiliary tools, machinery, business materials (such as fuels, oils, greases, gas, water, electricity, steam, compressed air, heating, and lighting), and normal measuring and testing equipment for the customer's business are available at the assembly site;
 - g. Sufficient office space is available at the assembly site for the supplier;
 - h. A reliable and adequately secured digital infrastructure and internet facilities, if required, are available;
 - i. Adequate storage space is available to protect against theft, loss, and damage to the tools and equipment intended for assembly and the personal belongings of the supplier's personnel;
 - j. The access roads to the assembly site are suitable for the necessary transportation of the item to be assembled and the supplier's equipment.
3. Any damages and costs arising from the customer's failure or delay in fulfilling any of the obligations mentioned in this article shall be borne by the customer.
4. If the supplier provides assistance or support during assembly without having been contracted for assembly, such assistance is at the customer's risk.
5. Costs incurred by the supplier due to unfavorable weather conditions are to be borne by the customer.

Article 8 Inspection and Acceptance Tests

1. The customer shall inspect the product within 7 days of the delivery as referred to in Article 6, Section 2. If assembly is agreed upon, the customer shall inspect the proper execution of assembly within 5 days after assembly. If the applicable period expires without written and detailed notification of justified complaints, the product is deemed to have been accepted.
2. If acceptance tests are agreed upon, the customer shall allow the supplier to make the necessary preparations

and changes required by the supplier after delivery as stated in Article 6, Section 2. The acceptance tests shall be conducted promptly after the supplier's request, in the presence of the customer. The costs of acceptance tests shall be borne by the customer. However, the supplier shall bear the costs of its own personnel and other representatives. If the acceptance tests are conducted without justified complaints or if the customer fails to fulfill its obligations as mentioned above, the product is deemed to have been accepted.

3. The customer shall provide the necessary facilities, support, and materials required for acceptance tests and the preparations and changes mentioned in Section 2, including those referred to in Article 7, Section 2, Subsection f), and representative samples of materials to be processed or used, as required. The customer shall provide these at the location specified by the supplier, in a timely manner, and at no cost to the supplier. If the customer fails to comply with this, the product is deemed to have been accepted.
4. The supplier shall prepare a report of the acceptance tests and send it to the customer. If the customer, after timely and written invitation by the supplier, was not represented at the tests, the test report shall be considered as an accurate representation.
5. If the acceptance tests reveal that the product does not conform to the agreement, the supplier shall promptly rectify the deficiencies. If the customer requests this in writing, new acceptance tests shall be conducted in accordance with Sections 2-4.
6. In the case of minor deficiencies that do not affect the proper functioning of the product, the product shall be deemed accepted regardless of these deficiencies. The supplier shall rectify these deficiencies as soon as possible.
7. The customer is not authorized to use the product or any part thereof before acceptance. If the customer does so without written permission from the supplier, the product is deemed to have been accepted.
8. Without prejudice to Article 11, acceptance according to the preceding sections shall exclude any claims by the customer for a deficiency in the supplier's delivery obligation.

Article 9 Transfer of Risk and Retention of Title

1. As soon as the product is considered delivered as defined in Article 6, Section 2, the customer assumes the risk of all damage that may occur to or through this product, except to the extent that such damage is attributable to the intentional or reckless actions of the employees belonging to the management of the supplier.
2. Ownership of the delivered item passes to the customer as soon as the customer has fully paid all amounts due to the supplier for deliveries and related work, including interest and costs. In the event of late payment, the supplier may repossess the delivered item.
3. In exercising the retention of title as described in Section 2, the supplier has unrestricted access to the delivered item. The customer shall cooperate with the

supplier in all respects to enable the return of the item, including disassembly.

Article 10 Payment

1. Unless otherwise agreed in writing, payment of the price shall be made within 30 days from the invoice date. Invoicing shall be done in the following two installments:
 - 1/3 of the price after the creation of the agreement;
 - 2/3 of the price after delivery as per art. 6, sect. 2.
2. Payment for additional work shall be made within 7 days after it has been invoiced to the customer.
3. All payments shall be made without deduction, suspension, or setoff in the manner determined by the supplier.
4. If the customer fails to pay on time, the customer shall be in default by operation of law, and the supplier shall have the right, without notice of default, to charge the customer interest from the due date at a rate of 3 percentage points above the statutory interest rate for commercial transactions applicable in the Netherlands, as referred to in Articles 6:119a and 6:120, paragraph 2, of the Dutch Civil Code, as well as all judicial and extrajudicial costs.

Article 11 Defects in the Product

1. The product must conform to the agreement. The supplier is obligated to remedy any deviation (hereinafter referred to as "defect(s)") resulting from incorrect or defective design, materials, or workmanship, in accordance with this Article 11. Unless otherwise agreed, a violation of third-party intellectual property rights applicable in the Netherlands shall also be considered a defect. The obligation to remedy the defect shall apply exclusively to defects in the product that are not detectable during inspection and (if agreed upon) acceptance tests, provided that the customer proves that they occurred within 6 months of delivery as per Article 6, Section 2.
2. In the case of assembly of an item supplied by the supplier, the 6-month period mentioned in Section 1 applies to both the delivered item and its assembly and commences on the day the assembly is completed by the supplier. In any case, this period ends 12 months after the delivery of the item as specified in Article 6, Section 2.
3. Defects in a delivered item shall be remedied by the supplier through repair or replacement of the defective part, whether in or outside the supplier's premises, or by sending a repaired part or a replacement part, at the supplier's discretion. After the defect has been remedied, the supplier shall be obliged to remedy defects in the repaired or replacement part in the same manner for 6 months. Any liability for defects in the delivered item shall expire in any case 12 months after its delivery as per Article 6, Section 2, or, if Section 2 applies, 18 months after such delivery.
4. Defects in the assembly of an item supplied by the supplier shall be rectified by the supplier through the execution of repair work. After the defect has been rectified, the supplier shall be liable in the same manner for defects in the repair work for a period of 6 months. Any liability for defects therein shall expire in

any case 18 months after the delivery of the item as per Article 6, Section 2.

5. Defects in maintenance, repairs (if not performed pursuant to Section 3 or Section 4), assembly of an item supplied by a third party to the customer, revision, contracting, and similar activities shall be rectified by the supplier by reperforming the work, to the extent that it is defective. After the work has been reperformed, the supplier shall be liable for defects in the repair work for a period of 6 months. Any liability shall expire in any case 12 months after delivery as per Article 6, Section 2.
6. Defects resulting from an infringement of intellectual property rights shall, at the supplier's discretion, be rectified by the supplier through one of the following means:
 - Acquisition of usage rights for the customer;
 - Modification of the item to eliminate the infringement; or
 - Replacement of the item with another item that does not infringe upon intellectual property rights.The supplier shall be liable for any defects in the modified or replaced item for 6 months after the aforementioned modification or replacement, under the conditions specified in this article. Any liability of the supplier for defects therein shall expire in any case 12 months after the delivery of the item as per Article 6, Section 2, or, if Section 2 applies, 18 months after such delivery.
7. Transportation costs and additional costs of disassembly and reassembly incurred by the supplier in rectifying defects shall be borne by the customer.
8. The supplier shall not be liable for defects in inspections, advice, and similar services.
9. The supplier shall not be liable for defects that arise in or are wholly or partially the result of:
 - a. Non-compliance with operating and maintenance instructions or use other than the intended normal use;
 - b. Normal wear and tear;
 - c. Disassembly, repair, or modifications by the customer or third parties;
 - d. The application of a government regulation;
 - e. Materials and items provided by or on behalf of the customer, whether processed or not;
 - f. Materials and items provided by or on behalf of the customer, whether processed or not;
 - g. Materials, items, designs, structures, or methods explicitly instructed by the customer;
 - h. Parts (including software) procured by the supplier from third parties, to the extent the third party is not liable to the supplier.Furthermore, the supplier shall not be liable for the infringement of intellectual property rights resulting from:
 - i. The product being used outside of the Netherlands;
 - j. The product being used in a manner different from what was agreed upon;
 - k. The product being used in conjunction with equipment or software not supplied by the supplier.
10. If the customer fails to fulfill an obligation arising from any agreement with the supplier properly, promptly, or

at all, the supplier is not obliged to rectify defects. If the customer proceeds with or causes disassembly, repairs, or other work on the product without prior written approval from the supplier, the supplier's obligation to rectify defects shall be waived.

11. Defects must be reported to the supplier in writing as soon as they are discovered, but no later than 14 days after the expiration of the applicable liability period. Any claims for defects shall expire upon exceeding these time limits. Legal actions must be initiated within 1 year after the aforementioned notification, under penalty of forfeiture of all rights.
12. If the customer has made the aforementioned notification and no defect is found for which the supplier is liable, the supplier is entitled to reimbursement of the costs incurred as a result of the notification.
13. If the supplier replaces parts when rectifying defects, the replaced parts shall become the property of the supplier.
14. If the customer claims that the supplier is not fulfilling an obligation mentioned in this article, the customer remains obligated to fulfill the obligations arising from any agreement with the supplier.
15. If the supplier does not rectify the defect within a reasonable period, a) the customer has the right to a price reduction, proportionate to the reduction in the value of the product. This reduction shall not exceed 15 percent of the price, or b) the customer, if the defect is so serious that it substantially deprives the customer of the benefit of the agreement for the product or a substantial part of the product, has the right to terminate the agreement for the product or the substantial part of the product by written notice to the supplier. The customer is then entitled to a refund of the paid price for the part of the agreement being terminated. Additionally, the customer is entitled to compensation up to a maximum of 15 percent of the portion of the price relating to the part of the product for which the agreement is terminated.
16. If the defect is not remedied in accordance with clause 15:
 - a. The customer is entitled to a price reduction in proportion to the decrease in the value of the product. This reduction shall not exceed 15 percent of the price, or
 - b. If the defect is so serious that it significantly deprives the customer of the benefit of the agreement for the product or an essential part thereof, the customer has the right to terminate the agreement for the product or the essential part thereof by written notice to the supplier. The customer is then entitled to a refund of the amount paid for the part of the agreement being terminated. Additionally, the customer has the right to claim damages up to a maximum of 15% of the price relating to the part of the product for which the agreement is terminated.

Article 12 Liability

1. Unless there is intent or gross negligence on the part of employees of the supplier who belong to the management, and except as provided in Article 6, paragraph 5, and Article 11, all liability of the supplier, regardless of the legal basis, is excluded. Therefore, the supplier is not liable for damages resulting from:
 - Non-delivery;
 - Liability towards third parties;
 - Any wrongful act or omission of (employees and auxiliaries of) the supplier;
 - Infringement of intellectual property rights, licenses, and other rights of third parties;
 - Damage to, or loss of raw materials, semi-finished products, models, tools, and other items provided by the customer, for whatever reason, and for any cause;
 - Loss or mutilation of data;
 - Production loss and reduction in usability;
 - Loss of contracts and customers. Furthermore, the supplier is not liable for lost profits or any consequential or indirect damages.

The customer is obliged to indemnify and hold the supplier harmless against all claims by third parties for compensation of damages in connection with the performance of the agreement.

Article 13 Force Majeure

1. Force majeure, as used in these general terms and conditions, means any circumstance beyond the control of the supplier - even if it was foreseeable at the time of the conclusion of the agreement - that permanently or temporarily impedes or unreasonably burdens the performance of the agreement by the supplier, including, but not limited to, war, threat of war, civil war, riot, strike, labor disputes, transportation difficulties, import and export restrictions, government measures, fire, terrorism, epidemics and pandemics, natural disasters, extreme weather conditions, limited availability of energy, power outages, disruptions of the internet, computer networks, and telecommunication facilities, cybercrime, and defects and delays in deliveries by suppliers due to circumstances mentioned in this paragraph.
2. If the supplier is temporarily unable to perform the agreement or can only perform it in an unreasonably burdensome manner due to force majeure, the supplier has the right to suspend the performance of the agreement. After 6 months, each party, if the force majeure situation still persists, is entitled to fully or partially terminate the agreement. Furthermore, each party is entitled to fully or partially terminate the agreement if it becomes clear after the occurrence of the force majeure situation that the supplier's performance of the agreement will be impossible or unreasonably burdensome for longer than 6 months.
3. In case of suspension and termination pursuant to paragraph 2, the supplier is not obliged to pay damages. The supplier then has the right to demand payment of the costs incurred by him for the raw materials, materials, parts, and other items purchased, reserved, processed, and manufactured by him for the performance of the agreement. In case of termination pursuant to paragraph 2, the customer is obliged to take delivery of the said items after payment of the mentioned costs. If the customer fails to do so, the

supplier is entitled to store or sell the items at the expense and risk of the customer.

Article 14 Suspension and Termination

1. If there is good reason to fear that the customer will not be able or willing to fulfill its obligations and in case of bankruptcy, suspension of payments, cessation of operations, liquidation, or total or partial transfer of the customer's business, the supplier has the right to request adequate security for all (whether due or not) contractual obligations of the customer and, pending receipt of such security, to suspend the performance of the agreement. In case of failure to provide this security within a reasonable period set by the supplier, the supplier has the right to terminate the agreement, in whole or in part. The supplier has these powers in addition to his other rights under the law, the agreement, and these terms and conditions.
2. If the customer fails to fulfill an obligation under an agreement with the supplier, or fails to fulfill it in a timely or proper manner, the supplier is entitled to suspend the performance of the agreement and/or to terminate the agreement.
3. In the event of suspension and termination pursuant to paragraphs 1 and 2, the supplier has the right to store the raw materials, materials, parts, and other items purchased, reserved, processed, and manufactured by him for the performance of the agreement at the expense and risk of the customer. The supplier may also choose to sell or destroy the items at the expense of the customer. In case of suspension and termination pursuant to paragraphs 1 and 2, the supplier is entitled to full compensation, but is not obliged to pay compensation himself.
4. If the customer terminates the agreement without the prior written approval of the supplier, he is obliged to pay the full price without any notice of default, after deducting the costs saved by the supplier.

Article 15 Disputes

All disputes arising from the agreement and subsequent agreements shall be settled by the competent Dutch court in the district of the supplier, unless mandatory provisions stipulate otherwise.

Article 16 Applicable law

All agreements to which these terms and conditions apply are governed by Dutch law, with the exclusion of rules on conflicts of laws. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.