

TERMS AND CONDITIONS

These terms and conditions are used by Dutch Research & Innovations B.V. (hereinafter DRI).

1 Applicability

- 1.1 These Terms and Conditions apply to all offers made by DRI, to all agreements it makes, and to all contracts that may result from it.
- 1.2 The person with whom DRI makes an agreement or to which DRI makes an offer is referred to as the Customer.
- 1.3 In case of any contradiction between the content of the agreement between DRI and the Customer and these terms and conditions, the terms of the agreement will be leading.

2 Offer and realisation of agreement

- 2.1 All offers, quotations, and other (similar) expressions of DRI are non-binding and may be revoked by DRI at all times, unless expressly stated otherwise by DRI in writing. The mention of a period of validity in a quotation or other offer does not affect its non-binding nature.
- 2.2 All offers, quotations and other (similar) statements of DRI are made under the suspensive condition that DRI will be given the opportunity to visit the Customer and/or the company to which the Customer intends to deliver the goods supplied by DRI, and establish that Customer and/or the company to which the Customer intends to deliver the goods supplied by DRI, does in fact meet the DRI terms and is approved by DRI, all this being subject to review by DRI.
- 2.3 Consequently, an agreement between parties is only reached after DRI has accepted and confirmed it, or has begun its implementation.
- 2.4 Any additional agreements or changes made at a later stage bind DRI only if they have been confirmed by DRI in writing.
- 2.5 If Customer provides DRI with data, drawings and suchlike, DRI may assume its accuracy and completeness. DRI will base its offer on this.
- 2.6 Prices mentioned in the offer are based on ex-factory delivery, "ex-works", DRI location, according to Incoterms 2010. Prices exclude sales tax (VAT) and packaging.

3 Intellectual property rights

- 3.1 Unless otherwise agreed in writing, DRI reserves the copyright and all intellectual and industrial property rights to the offers, designs, graphics, drawings, (trial) models, software, and suchlike.
- 3.2 The rights to the data referred to in paragraph 1 of this article remain the property of DRI regardless of whether Customer has been charged for its production. This data may not be copied, used or displayed to third parties without the prior express written permission of DRI. For every violation of this provision, Customer owes DRI an immediately payable penalty of € 25,000,-. This fine can be claimed in addition to damages under the law.
- 3.3 The customer must return the information provided to him in accordance with paragraph 1 of this Article at first request within a period set by DRI. In case of violation of this provision, the Customer owes DRI an immediately payable penalty of € 1,000,- per day. This fine can be claimed in addition to damages under the law.

4 Information provided

- 4.1 If the Customer provides DRI with data, drawings and suchlike, DRI may assume its accuracy and completeness during the execution of the agreement.
- 4.2 Customer shall indemnify DRI for any claim by third parties regarding the use of advice, drawings, calculations, designs, materials, samples, models, and suchlike made by or on behalf of the Customer.

5 Delivery

- 5.1 The delivery time is determined by DRI in approximation.
- 5.2 In determining the delivery time, DRI assumes that it can perform the assignment under the circumstances known to it at the time.
- 5.3 Delivery time takes effect only when all commercial and technical details have been agreed upon, all necessary data, definitive and approved drawings and suchlike are at the disposal of DRI, and all necessary conditions for the execution of the agreement are met.
- 5.4 The mere exceeding of the delivery time does not mean DRI is in default and does not entitle to compensation or dissolution of the agreement. Only if DRI has been given a further and reasonable time limit and does not deliver within that further limit due to reasons attributable to it, this may constitute negligent omission and lead to DRI being in default.

6 Risk transition

- 6.1 Delivery takes place at the factory, "ex-works", DRI's location, according to Incoterms 2010. The risk shall pass to the Customer at the moment of delivery by DRI.
- 6.2 Notwithstanding paragraph 1 of this article, Customer and DRI may agree that DRI will provide transport. The risk of storage, loading, transport, and unloading rests on Customer. Customer can take out insurance to cover these risks.
- 6.3 If DRI is of assistance in the assembly and/or operational preparations and/or installation of the goods, the risk rests entirely on the buyer, unless otherwise agreed.

7 Uncollected goods

- 7.1 The Customer is obliged to take delivery of the goods subject to the agreement at the agreed place after expiry of the delivery date.
- 7.2 The Customer must provide all assistance that may reasonably be expected from him in order to enable DRI to deliver.
- 7.3 Uncollected items are stored at the expense and risk of the Customer.

8 Price changes

- 8.1 DRI may pass on to the Customer an increase in cost-determining factors that occurred after the agreement was made.
- 8.2 The Customer is expected to cover the price increase referred to in paragraph 1 of this Article at one of the following times, at DRI's choice:
 - a. When the price increase occurs;
 - b. At the time of payment of the principal amount;
 - c. At the next agreed term of payment.

9 Force majeure

- 9.1 DRI has the right to suspend compliance with its obligations if force majeure temporarily prevents it from complying with its contractual obligations to the Customer.
- 9.2 Force majeure includes circumstances in which suppliers, DRI subcontractors, or DRI-enabled transporters fail to meet their obligations; it can be weather, earthquakes, fire, power failure, theft or loss of tools or materials, roadblocks, strikes or work interruptions, or import or trade restrictions.
- 9.3 DRI is no longer entitled to suspension if the temporary impossibility to comply has lasted more than six months. Client and DRI can terminate the agreement immediately when this term expires, but only for the part of the obligations that has not yet been met.
- 9.4 In case of force majeure and if compliance is or has become permanently impossible, both parties are entitled to terminate the agreement with immediate effect for the part of the obligations not yet fulfilled.
- 9.5 The parties shall not be entitled to compensation for damages suffered as a result of suspension or termination in the meaning of this Article.

10 Payment

- 10.1 Payment is made in euros to an account designated by DRI.
- 10.2 Payment will be made in advance within thirty days after the invoice date.
- 10.3 Clearings and/or payment suspensions by the Customer are expressly excluded. The DRI invoices must be settled by Customer without delay or settlement.
- 10.4 Regardless of whether DRI has completed the agreed performance, all of the Customer's obligations under the agreement are or will be due immediately when:
- a. a payment term has been exceeded;
 - b. Customer is filed for bankruptcy or is placed under administration by the court;
 - c. Customer goods or amounts receivable are being seized;
 - d. Customer (company) is dissolved or liquidated;
 - e. Customer (natural person) is requesting legal debt restructuring, being placed under guardianship, or deceased.
- 10.5 If payment has not taken place within the agreed payment term, the Customer shall be liable to pay interest to DRI with immediate effect. The interest rate is 12% per annum, but equal to the statutory interest rate if that is higher. In the interest calculation, any part of the month is regarded as a full month.
- 10.6 If payment has not taken place within the agreed payment term, the Customer shall be liable to DRI for all extrajudicial costs. These costs are calculated based on the Decree on compensation for extrajudicial collection costs.
- 10.7 If DRI is found to be in the right in any judicial procedure, all costs incurred in connection with this procedure shall be borne by the Customer.

11 Collateral securities

- 11.1 Regardless of the agreed terms of payment, the Customer is obliged to provide sufficient security for payment, in DRI's opinion and at DRI's first request. If Customer fails to comply with the stipulated deadline, he will be in default immediately. DRI has the right to terminate the agreement and recover any damages from the Customer.
- 11.2 DRI remains the owner of delivered items as long as the Customer:
- a. Fails or will fail to comply with its obligations under these or other agreements;
 - b. Has not satisfied the claims arising from non-compliance with the above agreements, such as damages, penalties, interest and costs.
- 11.3 As long as there is an ownership reservation on the goods delivered, the Customer may not encumber or alienate them outside normal business operations.
- 11.4 After DRI has invoked its ownership reservation, it may recover the delivered goods. The Customer will provide all co-operation to that end.

12 Liability

- 12.1 In case of an attributable shortcoming, the Customer shall allow DRI the opportunity to still meet its contractual obligations within a reasonable period of time.
- 12.2 The obligation of DRI to pay damages on any legal basis is limited to the damage covered by the insurance taken out by him or for his benefit, but will never exceed the amount paid by the insurance in the particular case.
- 12.3 If DRI for any reason is not entitled to the limitation of paragraph 2 of this Article, the liability for damages is limited to a maximum of 15% of the total contractual amount (excluding VAT). If the agreement consists of parts or partial deliveries, the liability for damages is limited to a maximum of 15% (excluding VAT) of the agreed sum of that component or that part-delivery.
- 12.4 Not eligible for compensation is:
- a. Consequential damage. Such damages include stagnation damage, loss of production, loss of profits, transport costs, and travel and accommodation expenses. The Customer can, if possible, take out insurance for these damages;
 - b. Damage to items in the care of, but not owned by the Customer. Such damages include those caused by or during the work agreed upon, and damages to items located near the place where the work is being carried out. The Customer can, if desired, take out insurance for these damages;
 - c. Damage caused on purpose or by intentional recklessness of auxiliary personnel or non-executive subordinates of DRI.
- 12.5 DRI is not liable for damage to material supplied by or on behalf of the Customer if the damage is the result of improper execution by the Customer.
- 12.6 Customer indemnifies DRI from all third party claims with regard to product liability as a result of a defect in a product delivered by a Customer to a third party, which (partly) consisted of items supplied by DRI. The Customer is obliged to compensate all damages DRI may incur in this regard, including the (full) costs of the defense.

13 Legal rules

- 13.1 If the goods delivered by DRI to the Customer are (to be) used outside the Netherlands, DRI is not responsible for compliance of the delivered goods with the technical requirements, standards and/or regulations imposed by laws or regulations of the country in which the goods are to be used. DRI is in no way responsible in this regard. This does not apply if otherwise stipulated in the agreement.

14 Assembly and installation

- 14.1 If the assembly, installation and/or commissioning by DRI of goods to be supplied is part of the agreement, or if a separate agreement between DRI and Customer is concluded for that purpose, the Customer is responsible for the correct and timely execution of all infrastructure, facilities and/or conditions necessary for the assembly, installation and/or commissioning of the goods to be delivered by DRI and/or the correct operation of the goods to be delivered by DRI in assembled state, except where and in so far as the execution is performed by or on behalf of DRI according to or due to the data provided and/or drawings made by the latter.
- 14.2 Without prejudice to paragraph 1, the Customer shall in any event at his own expense and risk ensure that:
- a. DRI personnel can start work immediately on arrival at the place of installation and continue to work during normal working hours and, if DRI considers this necessary, beyond normal working hours, provided that he has notified Customer in good time;
 - b. Suitable accommodation and/or all facilities required under government regulations, the agreement and usage will be available to DRI staff;
 - c. The access roads to the place of installation are suitable for the required transport;
 - d. The designated place of installation is suitable for storage and assembly;
 - e. The necessary lockable storage facilities for materials, tools and other items are present;
 - f. The necessary and usual auxiliary personnel, auxiliary tools, auxiliary and industrial materials (including fuels, oils and fats, polishing and other small materials, gas, water, electricity, steam, compressed air, heating, lighting, etc.) and the measurement and testing equipment customary for Customer's company is made available to DRI in a timely manner and free of charge at the right place;
 - g. All necessary safety and precautionary measures have been taken and maintained, and all measures have been taken and maintained in order to comply with the applicable government regulations in the context of the assembly/installation.
 - h. At the commencement of and during assembly the sent products will be present at the right place.
- 14.3 Damage and costs arising from the failure to meet the conditions set out in this article, or failure to meet them timely, are at the expense of the Customer.
- 14.4 The Customer will take appropriate measures to prevent damage to other goods and possible manufacturing processes, and prevent injury to persons that might arise as a result of the work.
- 14.5 Unless otherwise agreed, any lifting and towing work as well as demolition, bricklaying, construction, painting and plastering work and suchlike will always be charged separately, insofar as the Customer does not take care of these activities himself.

- 14.6 Any delay in the commencement or continuation of assembly, installation and/or commissioning that is the result of inadequate or late facilitation or provision by the Customer, or due to other causes which must be to be at the risk of the Customer, shall be borne by the Customer.
- 14.7 If the assembly and/or installation is not carried out by or under the responsibility of DRI, but the finetuning and/or commissioning is, all costs resulting from insufficient or improper assembly or installation work will be borne by the Customer.
- 14.8 If on the day of assembly and installation of the delivered goods the invoices that DRI has sent to the Customer have not been credited to DRI's account, DRI is entitled to suspend or stop assembly and installation.

15 Maintenance and service

- 15.1 If maintenance and/or service of the goods to be delivered by DRI is part of the agreement, or if a separate agreement is concluded between DRI and Customer is concluded for that purpose, immediately after the occurrence of a malfunction of the equipment/machinery/installations, the Customer shall notify DRI by means of a detailed description of the malfunction drawn up by a competent employee of the Customer. The customer is obliged to provide DRI (staff) access to the equipment/machinery/installations site, to provide all other necessary cooperation, and to make available to DRI the equipment/machinery/ installations for the purpose of maintenance work.
- 15.2 On DRI's request, a competent employee of the Customer will be present for consultation and/or assistance in maintenance work. The Customer has the right to be present at all the activities to be carried out for the Customer.
- 15.3 The Customer is responsible for the technical, spatial and telecommunication facilities required for the equipment/machines/installations to function. The maintenance is not expressly covered by the above mentioned provisions and connections, unless expressly agreed otherwise.
- 15.4 The Customer shall provide all technical documentation (such as current drawings, descriptions, graphs and instructions) available to him for the execution of the agreed maintenance.
- 15.5 DRI reserves the right, inter alia, to suspend its maintenance obligations for the time at which at the site of the equipment/machinery/installations conditions occur which DRI considers risks to the safety or health of persons carrying out the maintenance work.
- 15.6 The Customer shall ensure that maintenance work is not carried out under dangerous or unhealthy conditions, and shall take all necessary measures to protect DRI (staff) from exposure to any safety or health hazards.
- 15.7 The Customer shall ensure that DRI (staff) is informed of all safety precautions applicable at the place of maintenance, and all specific risks that the maintenance work may incur.

16 Applicable law and competent court

- 16.1 Dutch law shall apply.
- 16.2 The Vienna Sales Convention shall not apply; neither shall any other international regulation of which exclusion is permitted.
- 16.3 Only the Dutch civil court with jurisdiction in the DRI's place of establishment shall hear any disputes, unless this is contrary to mandatory law. DRI may deviate from this rule of jurisdiction and apply the statutory rules governing jurisdiction.