



## **GENERAL RESEARCH, ADVICE, SALES, DELIVERY AND PAYMENT CONDITIONS OF SENDOT RESEARCH BV (registered under No. 62488295 at KvK Haaglanden)**

### **Article 1 General**

- 1.1 In the general conditions mentioned below, the following is meant by Contractor: Sendot Research B.V., and by Client: the Other Party or Legal Person who assigns an order to a Contractor, as meant in these conditions.
- 1.2 The general terms of delivery concern all research proposals, research and advice activities, offers, orders and dealings, provided or to be provided by the Contractor.
- 1.3 The Client's own conditions will remain unaffected provided that they do not contradict the general conditions. In this case, the conditions of the Contractor shall always prevail. Conditions that deviate from the terms of delivery can only be appealed to if they have been confirmed in writing by the Contractor's management.

### **Article 2 Applicability of the conditions, titles and language**

- 2.1 If one or more provisions in the Conditions are in any way declared invalid or are to be annulled, the other provisions of the Conditions shall continue to fully apply.
- 2.2 The titles and the articles of these Conditions are solely intended to simplify its reading and survivability and do not have any other meaning. The titles in particular cannot be used for the interpretation of these Conditions.
- 2.3 The Conditions drawn up in Dutch take precedence over the Conditions translated in English or any other language.

### **Article 3 Feasibility research**

- 3.1 The Contractor must be sufficiently updated on the Client's objectives with regard to the order.
- 3.2 Research proposals of the Contractor are based on the information provided by the Client. The Client ascertains that he has provided all essential information for the intent and execution of then order to the best of his knowledge.
- 3.3 The Client also ascertains that he is authorised to use all data provided to the Contractor for research.

### **Article 4 Research proposals and offers**

- 4.1 All research proposals and offers of the Contractor are free of obligations.
- 4.2 The Contractor can impose charges for the research proposal, provided that this was agreed with the Client in advance.
- 4.3 If the Client has requested a research proposal from more than one (potential) Contractor, the Client is obliged to inform all (potential) Contractors of the number of requests.
- 4.4 If the Client does not meet this duty and the Contractor is not assigned an order, the Client shall owe the costs incurred by the Contractor related to drawing up the research proposal.
- 4.5 The rates and costs offered by the Contractor may not be increased for four months after the offer, unless the Client's research cannot be carried out on account of the Client, within the period mentioned in the research proposal, or the Contractor has reserved the right of increase.
- 4.6 The amounts mentioned in the offers always exclude turnover tax.
- 4.7 Sources provided by or on behalf of the Contractor such as price lists, brochures, catalogues, leaflets, websites and other data shall only bind the Contractor insofar as the offer explicitly refers to the data of these sources.
- 4.8 If no contract is entered into, the Client will pay the Contractor all the costs charged by the Contractor it had to reasonably incur in order to be able to make an offer.
- 4.9 All information provided in relation to the offer to the Client in the form of, among others, but not limited to, brochures, catalogues, price lists, correspondence, digital storage media and all included data provided in the form of, among others, designs, drawing/images, plans, ideas, models, samples, tables, diagrams, databases or calculations, shall explicitly and exclusively remain the industrial or intellectual property of the Contractor.

### **Article 5 Orders and agreements**

- 5.1 An order or agreement is put in writing through acceptance by the Client of an offer provided by the Contractor, or via confirmation by the Contractor of an order given by the Contractor.
- 5.2 A report of a discussion between the Client and Contractor in which an agreement is made and which is send to Client shall act a proof of the existence of this agreement.



- 5.3 If the scope of the acceptance, - i.e. the order - of the Client to the Contractor differs in any point from the offer the Contractor submitted to the Client, the order will not come about until the moment the Contractor confirms the realisation and the content of the agreement in writing and describes in detail which commitments result from the agreement for both parties.
- 5.4 For work or orders for which the Contractor, in view of the nature and scope, does or did not send an offer or order confirmation, the agreement will be realised the moment the Contractor actually begins with the realisation of the agreement or assigns a third party to do this. In this case, the invoice applies as the order confirmation and is expected to fully and correctly represent the agreement.
- 5.5 The Contractor will provide single copies of standard documentation such as, among others, factory drawings, descriptions, instructions and test certificates free of charge. The Client will owe a fair compensation to the Contractor for extra copies of this documentation.
- 5.6 The Client will provide the Contractor with guarantees on the timely completion of its commitments of the agreement at the Contractor's first request.
- 5.7 The Contractor is authorised to involve third parties in the execution of the agreement and to charge related costs to the Client in accordance with the rates included in the offer.

#### **Article 6 Change, cancellation, interruption or extension of the order**

- 6.1 Delivery periods are agreed per order. The order will be carried out within the period laid down in the offer with the Client, unless this turns out to be impossible. The period during which the work needs to be carried out commences after the realisation of the agreement but not before receipt of all information and data required by the Contractor, as well as after receipt of all necessary permits, approval and exemptions and after payment of an advance agreed between Client and Contractor. If the period is exceeded, the Contractor will inform the Client of this as soon as possible. The Contractor exceeding the delivery period may never lead to resulting demands for compensation from the Client.
- 6.2 If the Client wishes to make changes to the intent and/or content of the research, the Client will consult this with the Contractor on time. The Contractor will cooperate on the desired changes, provided that this can be expected from the Contractor in fairness and the costs can be recalculated and/or deducted in fairness and an agreement is reached.
- 6.3 The Contractor may never make changes to the agreed intent and/or content of research without the Client's agreement.
- 6.4 The Client is obliged to reimburse any costs and damage directly following from a unilateral cancellation or interruption of the agreement. If the Client unilaterally cancels a concluded agreement, he shall be obliged to pay the amount he would owe if the agreement would not have been cancelled, unless the cause of this cancellation is ascribed to the Contractor.
- 6.5 The Contractor reserves the right to reclaim results of services or goods if the Client does not meet the conditions of the agreement.
- 6.6 If the Client believes that his exceeding the approximate delivery period should be considered as unreasonably damaging, the Client will set a fair delivery period in writing to the Contractor. The Contractor is obliged after receipt of the abovementioned notification to consult with the Client about the proposed completion period.
- 6.7 There can only be a strict delivery period if the exact date is laid down in the agreement on which the deliveries have to be made and this date is explicitly indicated as the strict delivery period. A strict delivery period is not binding in case of:
- interim changes in the order;
  - additional work;
  - factors outside the powers of the Contractor that may influence fieldwork or technical finish;
  - The Client needs to make information available to the Contractor and this information is not provided on time, is incorrect and/or lacking;
  - The Client does not meet his contractual duties or does not do this on time or properly.

#### **Article 7 Indemnification**

The Client shall grant the Contractor general and unconditional indemnification for third party claims resulting from:

- The data the Client provided to the Contractor for the research;
- The use of research results.

#### **Article 8 Prices and payment**



- 8.1 Orders are taken on the basis of a fixed price based on subsequent calculation. Unless mentioned otherwise, all amounts mentioned by the Contractor in the offer exclude turnover tax.
- 8.2 Unless agreed otherwise in writing, the payment must be made immediately after the invoice date. The Contractor reserves the right to request interim invoices or advance payments. These interim payments or advance payments always have the nature of a prepayment.
- 8.3 If the agreed period within which the order must be completed is exceeded by more than three months outside the control of the Contractor, the price will be determined on the basis of subsequent calculation, where the original agreed amount shall apply as the target price.
- 8.4 In case of late payment the Contractor will charge 1.5% interest on the invoice amount from the day the Client fails to meet the payment obligation. If payment needs to be realised by involving third parties, the resulting costs shall be charged to the Client. Out of court collection costs will then amount to 15% of the amount to be collected.

#### **Article 9 Storage**

If possible, the Contractor will store the goods offered for the benefit of research or their remainders for two weeks after the invoice date. Any related costs are included in the price mentioned in the order. The Contractor has the right to keep the goods, documents and similar as security as long as the Client does not meet its duties.

#### **Article 10 Risk**

- 10.1 The risk concerning the goods to be supplied by the Contractor to the Client, if the Contractor supplies these from stock, shall be transferred to the Client from the moment these are isolated from the other articles in stock of the warehouse of and for the benefit of the Client.
- 10.2 Regardless of what the parties decide with regard to when the risk is transferred to the Client, the Client also bears the risk of loading and unloading the horizontal and vertical transport and the assembly, installation, adjustment, tuning, calibration and operation of the goods, also if this takes place before the risk is transferred to the Client, as intended in the first half of this sentence.

#### **Article 11 Delivery and delivery time**

- 11.1 For orders or deliveries that do not exceed a certain amount and provided that the Contractor appeals to this vis-a-vis the Client, the Client shall owe the Contractor a reasonable amount to be determined by the Contractor for administration costs.
- 11.2 Regardless of when the risk is transferred to the Client, the moment of delivery will equal the moment when the goods are unloaded at the agreed place (the actual transfer); the previous also applies if the Contractor has to assemble and install the goods and/or put them into service.
- 11.3 The Client must directly report any shortcomings, defects or damage in writing to the Contractor within 24 hours after delivery. If this is not done, the goods will be expected to have reached the Client in good condition, complete and without damage.
- 11.4 The Contractor is authorised to supply in parts (partial deliveries) and charge these individually. The Client is obliged to pay the individual invoices in accordance with what is stipulated in Article 8 of these Conditions.
- 11.5 The Contractor is not obliged to supply spare parts after goods have been delivered to the Client, unless this is explicitly agreed between the parties and provided that these parts can still be delivered.
- 11.6 The lead times mentioned in the offer and delivery periods related to commitments of the Contractor aren't strict. Negligence therefore does not occur until the Contractor has been declared in default by the Client and the Contractor omits to meet its obligations of the agreement within a reasonable period.
- 11.7 The Contractor is obliged to respect the stated delivery time or delivery period as much as possible, but will never be held liable for exceeding this. If this is exceeded the Contractor is not obliged to pay damages of any nature. Exceeding a delivery time does not give the Client the right to terminate the agreement and/or to refuse purchase of the goods. In case of excessive overstepping of a delivery time or delivery period the parties shall consult with each other.
- 11.8 If the goods are not accepted by the Client within the delivery time, or if the Client does not meet an agreed delivery period, the Contractor is authorised to charge the goods in question to the Client and the Contractor is also authorised to store the goods or have them stored as he sees fit, but at the full risk and expense of the Client. In case of non-purchase or call off by the Client within the applicable period, the Contractor can choose to claim this from the Client or to



dissolve the agreement, without prejudice to the right of the Contractor, in both cases, to claim damages.

#### **Article 12 Transport and packaging**

- 12.1 The Contractor chooses the method of packaging, transport, shipment, etc. of goods as it sees fit, without prejudice to what is stated with regard to the risk in Article 10.2 of these Conditions.
- 12.2 If the Client has specific wishes and provided that the Contractor agrees with these wishes with regard to packaging and/or transport, including movement within the company or industrial site, the Client must pay the costs the Contractor has charged for this.

#### **Article 13 Force majeure**

- 13.1 Without prejudice to what is determined in other articles of these conditions, the Contractor shall never be liable if the Contractor cannot meet its duties towards the Client because of force majeure.  
In this case, force majeure is all circumstances that prevent a normal execution of activities, such as war, fire and other destruction, business interruption in any form, strikes, government measures, theft and similar.
- 13.2 If third parties, on who the Contractor depends for the realisation of the order, do not meet their duties towards the Contractor or do not do this on time on the basis of circumstances that result from the abovementioned force majeure of the Contractor, this not or late observance by these third parties shall also result in force majeure for the Contractor vis-vis the Client.

#### **Article 14 Guarantee/Service**

- 14.1 Taking account of what is determined in other articles in the Conditions, the Contractor shall guarantee the soundness of all material used and the agreed properties and corresponding proper operation of the goods provided by the Contractor in accordance with the included product specifications.
- 14.2 The guarantee shall only apply to new products for a period of twelve (12) months from the delivery (including the possible 'viewing period') to the Client. Guarantee for the goods purchased by the Contractor from third parties shall only be given if and provided that this third party provided this guarantee.
- 14.3 Flaws to delivered goods that are under guarantee, exclusively for the assessment by the Contractor, will either be repaired or replaced by new delivery if the Contractor believes that the flaws are due to construction errors or shortcomings of materials used, because of which the goods cannot be used by the Client for what they were -in fairness- intended for.
- 14.4 Guarantee work shall in principle be carried out in the Contractor's company (for instance at the service department), and during normal working hours. Guarantee work can only be carried out outside normal working hours if a separate service contract was concluded and only if and provided that this results from the service contract.
- 14.5 The Contractor is authorised to carry out guarantee work or to have it carried outside its own company for the assessment of the Contractor, if it is not possible or advisable in the interest of this work.
- 14.6 The Client must send the goods that are eligible for guarantee work to the Contractor carriage paid. If the Contractor carries out or has guarantee work carried out outside his own company, the Contractor is authorised to charge related travel and accommodation costs to the Client, as well as any (special) costs of transport, packaging and insurance and the costs of the testing equipment and material to be used.
- 14.7 If it turns out that the goods offered to the Contractor for repair do not show any flaws, the Client must pay all costs incurred by the Contractor.
- 14.8 All guarantee arrangements shall expire if the Client makes any changes and/or repairs or has them made, or if the delivered goods are not used properly or treated according to the included or applicable (factory) regulations or instructions for use, if the Client treats the goods unprofessionally in any other way, if a software adaptation took place with regard to the supplied goods that was not done by the Contractor, if the supplied goods are used for other purposes than what they were intended for, or if the delivered goods are used in a way the Contractor did not expect in fairness.
- 14.9 No guarantee applies to consumables.
- 14.10 Non-observance by the Client of one or more of its commitments exempts the Contractor of its guarantee duties.
- 14.11 Meeting the guarantee duty applies as the only and full compensation of damage.

### **Article 15 Right of retention and specification**

- 15.1 The Contractor has a right of retention on all goods the Contractor has of or on behalf of the Client, regardless of the cause or reason, as long as the Client has not met its duties towards the Contractor.
- 15.2 If the Contractor exerts its right of retention with regard to certain goods, the Client shall not have any right to compensation if some or all of these goods expire or are lost and/or there is damage to these goods without attributable culpability of the Contractor.
- 15.3 The risk for these goods remains with the Client during the period when the Contractor exerts its right of retention.
- 15.4 If the Client wholly or partly fashions a new object from the objects supplied by the Contractor, the Client fashions the newly fashioned object for the Contractor until the Client has settled all amounts due pursuant to the agreement; in this case, the Contractor enjoys all rights as owner of the newly fashioned object until the moment when the Client has fully settled his dues.

### **Article 16 Notice of default, suspension, disbandment, termination and interim termination**

- 16.1 If a party is in negligence, this shall give the other party the authority to full or partially dissolve the order agreement without prejudice to the other party's power to claim observance of the order agreement.
- 16.2 In case of disbandment, the Contractor is not obliged to pay compensation or damage.
- 16.3 Without prejudice to what is stipulated in other articles, if the Client does not meet any duty resulting from this agreement, not meet it properly or on time, as well as in case of bankruptcy, automatic stay, liquidation, or if he comes under management, administration or guardianship or if he is believed to be in negligence by operation of law, the Contractor shall have the right, without any notice of default and without legal intervention to suspend the execution of the agreement or to fully or partially dissolve the agreement, at the Contractor's choice, without the Contractor having to owe any damages without prejudice to the right of the Contractor to claim damages as a result of the breach of contract and suspension or disbandment. In these cases, any claim of the Contractor against the Client shall be immediately due.
- 16.4 If a party terminates an agreement as a result of the provisions of this article, the amounts the Client owes the Contractor at the time of disbandment shall be fully payable and the Client shall owe interest and costs on these amounts according to the provisions of these Conditions, without prejudice to the right of the Contractor to claim compensation or damage, to the use of the rights resulting from retention of title for taking other (legal) measures and other rights assigned to the Contractor.
- 16.5 If the Contractor, as a result of a cause attributed to the Client, could not carry out the order or not carry it out in accordance with the related research proposal, the Contractor shall declare the Client in default in writing and allow him a reasonable period to still meet his duties, in lack whereof the Contractor is authorised to dissolve the agreement through an extrajudicial declaration, where the Contractor can also lay claim to compensation of the damage that is suffered due to the disbandment.
- 16.6 If the Client ends the order prematurely, the Client shall owe the Contractor payment for the work carried out until then as well as for the costs incurred. This includes, among others, work and expenses related to the preparation, consultation, design research, the purchase of means for the benefit of the order, analysis, report, advice, use of systems and (reserved) fieldwork.

### **Article 17 Retention of title**

- 17.1 Without prejudice to what is stipulated in Article 10 of these Conditions concerning the risk and its transfer, all good supplied by the Contractor or on the Contractor's behalf, shall remain the property of the Contractor until the time of full payment of everything the Contractor is owed, for any reason, including what the Client owes the Contractor after realisation of the agreement, including all interest and costs. The Client is obliged to keep the goods separated from other goods so they can easily be recognised as goods of the Contractor for the period laid down in this article.
- 17.2 In case of non-payment of any amount owed by the Client to the Contractor if the agreement is terminated, the Contractor is authorised to reclaim the goods to which the retention of title applies and to take related measures, with deduction of what was already paid with regard to these goods, without prejudice to the Contractor's right to demand payment for any loss or



- damage. In case of such non-payment or of termination of the agreement, any claim the Contractor has against the Client shall be immediately claimable.
- 17.3 The Client must provide power of attorney at the Contractor's first request for the immediate return of not yet fully paid goods, wherever they may be.
- 17.4 The Client is authorised to sell or use goods for which there is retention of title for the benefit of the Contractor in the framework of normal business. However, no security interest may be exerted on these goods, while the Client may not perform any action with regard to these goods because of which this would become part of one or more other goods. If goods are passed on for which there is not yet retention of title for the benefit of the Contractor, the Client is obliged to retain ownership and to assign rights to the Contractor at the Contractor's first request concerning any claims of the Client's debtor.

#### **Article 18 Liability of Contractor**

- 18.1 Recommendations, analyses and reports shall be carried out to the best of the Contractor's abilities and can be carried out by the Contractor taking account of the latest technological developments. This duty has the nature of an obligation to perform to the best of one's ability. Any damage resulting from incorrect recommendations, analyses, reports or delivery of the wrong products, cannot be recovered from the Contractor, his employees or any other party the Contractor involved, for delivery, production or service, unless this is a case of gross negligence or intent, in which case the Contractor is not obliged to pay higher damages than the amount equalling the quid pro quo of the Client.
- 18.2 The liability for damage in this context is limited to the amount of the payment the Contractor has received for its work in the framework of the order.
- 18.3 Any liability of the Client must be submitted within a year after discovery of the damage, in lack whereof the Client has forfeited his rights.
- 18.4 Any liability of the Contractor for any subsequent damage suffered by the Client is excluded. In this context, subsequent damage entails all damage caused by any form of use of research results by the Client and third parties.
- 18.5 If, on the Client's side or that of third parties, late, incorrect or incomplete data is provided, the Contractor shall not be liable for any consequences.
- 18.6 The total liability of the Contractor for an attributable shortcoming in observance of the agreement or in any other context, including any shortcoming in the observance of a guarantee duty agreed between the parties, is limited to payment of direct damage to maximum the amount stipulated for this (excl. VAT). If the agreement is mainly a continuing performance contract with duration of more than one year, the price stipulated for the agreement will be established at the total payments (excl. VAT) stipulated for one year. Under no condition shall the total liability of the Contractor for direct damage, for whatever reason, amount more than €500,000 (five hundred thousand euro).
- 18.7 The Contractor's liability for death, physical harm or material damage of goods shall never amount to more than €500,000 (five hundred thousand euro).
- 18.8 Regardless of what is stated in the previous paragraph, the liability of the Contractor is limited to the amount paid out by insurance, or to what is covered by insurance.
- 18.9 The liability of the Contractor is excluded for:
- consequential or indirect damage;
  - damage caused by lost profit, lost savings, business stagnation or reduced goodwill;
  - damage caused liability of buyers of the Client;
  - damage relating to the Client's use of matters laid down by the Contractor, such as, but not limited to: installations, tools, machines, materials or data, information or software of third parties;
  - damage relating to the involvement of suppliers by the Client for the Contractor. In addition, there is never liability of the Contractor for disfiguration, destruction or loss of documents.
- 18.10 The exclusions and limitations of liability of the Contractor, as described in the previous paragraphs of this article, leave the other exclusions and limitations of liability of the Contractor unaffected in the context of these Conditions.
- 18.11 The exclusions and limitations meant in Article 18.6 to 18.10 shall expire if and provided that the damage is the result of intent or conscious recklessness of the Contractor's company management.
- 18.12 Unless observance by the Contractor is permanently impossible, the liability of the Contractor due to an attributable shortcoming in the observance of an agreement shall only exist if the Client immediately declares the Contractor in default in writing, in which a reasonable period for



- the settlement of the shortcoming is laid down, and the Contractor also continues to fail imputably in the observance of its duties after this period. The notice of default must include a complete and detailed description of the shortcoming so that the Contractor can respond to it adequately.
- 18.13 A condition for the right to any damages is always that the Client reports the damage as soon as it has occurred to the Contractor in writing.
- 18.14 Any claim of the Client against the Contractor shall expire through the simple passing of twelve months after the claim originated and in any case after three years after delivery by the Contractor, regardless of the legal basis of the claim.
- 18.15 The Client indemnifies the Contractor for any damage resulting from third party liability due to product liability as a result of a flaw in a product, installation or system the Client supplied to a third party and that partly consisted of equipment supplied by the Contractor, software or other materials, unless and provided that the Client proves that the damage was caused by this equipment, software or other materials.
- 18.16 What is stipulated in this article as well as all other limitations and exclusions of liability mentioned in the Conditions apply partly for the benefit of all (legal) persons the Contractor makes use of in the execution of the agreement to the advantage of the company it/he/she is part of.
- 18.17 With regard to goods and services the Contractor involves from a third party, the applicable (contracts and/or guarantee) provisions of the agreement shall also apply to the agreement between Contractor and Client, provided that the Contractor appeals to this.

### **Article 19 Complaining**

- 19.1 Without prejudice to what is stipulated in Article 11.3, the Contractor will only treat complaints if this was received from the Client within eight (8) days after delivery, in written form. With regard to hidden flaws, complaints are only possible within the guarantee period.
- 19.2 By way of derogation of what is stipulated in Article 19.1, complaints concerning goods for which a test or inspection is carried out with regard to delivery must be carried out immediately on the date when the test or inspection is carried out and at the place where the test or inspection is carried out, and is then at once confirmed to the Contractor in writing.
- 19.3 Complaints can only be treated if the nature and foundation of the complaints have been stated accurately.
- 19.4 Complaints concerning an invoice must be put in writing within eight (8) days after the date when the invoice was submitted to the Contractor.
- 19.5 If the Client does not complain within the applicable period or in the correct manner, the delivered goods will be considered to fully meet the agreement and have been unconditionally accepted and approved by the Client; an invoice that is not complained about with a period of eight (8) days in the ways stipulated in Article 19.4 will be considered to fully meet the agreement and have been unconditionally accepted and approved by the Client.
- 19.6 If the Contractor finds a complaint concerning what is delivered justified, the Contractor is only obliged to replace or repair the unsound goods, without the Client being able to exert any right on any compensation.
- 19.7 Filing a complaint shall never dismiss the Client from its payment duties towards the Contractor.
- 19.8 Returning some or part of what was supplied to the Contractor, regardless of the reason, can only take place after prior explicit written permission and shipment instructions of the Contractor to the Client.

### **Article 20 Permits**

- 20.1 The Client is responsible for all permits, concessions, licences, authorisations, etc. that may be required for the Contractor to supply the purchased goods and for being able to meet its duties on time and in the right way. Related costs for obtaining these permits, concessions, licences, authorisations, etc. are charged to the Client.
- 20.2 The lack of any permits, concessions, licences, authorisations, etc. as stipulated in Article 20.1 shall be considered as an attributable shortcoming (breach of contract) on the Client's behalf, and shall not dismiss the Client from any duties towards the Contractor, nor could this give cause for suspension of the observance of any commitment of the Client towards the Contractor.
- 20.3 The Client is liable for any damage directly or indirectly caused by the lack of any permits, concessions, licences, authorisations, etc. as stipulated in Article 20.1 and the Client indemnifies the Contractor against claims related to similar damage.



### **Article 21 Damage to or caused by testing material**

- 21.1 Damage to testing material made available to the Contractor by the Client, is charged to the Contractor, unless this damage is caused by factors outside the powers of the Contractor.
- 21.2 Damage caused by (the use of) testing material which the Client made available to the Contractor, is charged to the Client, unless this damage is due to intent or gross fault of the (staff of the) Contractor.

### **Article 22 Confidentiality and confidential information**

- 22.1 The Contractor is bound by confidentiality of the results of activities and shall not share this unless this is a legal obligation or a court order.
- 22.2 The Client shall keep all information concerning the Contractor's working method confidential. The Client shall only use the offer issued by the Contractor and included knowledge and ideas of the Contractor for the evaluation of his interest when assigning the order. What is laid down shall also apply to proposals for changes, addition and/or extension of the order.
- 22.3 The Contractor is authorised to involve third parties and is responsible for the confidentiality towards third parties in accordance with Articles 22.1 and 22.2. For the benefit of third parties and for the benefit of employees of the Contractor, all provisions concerning exclusion or limitation of the Contractor's liability apply with regard to indemnification by the Client for third party liability.
- 22.4 All information the parties provide each other during the feasibility research and execution of the order is strictly confidential and parties are bound by this confidentiality. This duty of confidentiality also applies if the order is not given.

### **Article 23 Right of disposal and copyrights**

- 23.1 Issued reports may only be published by the Client literally, in their entirety and with mention of the Contractor's name. Publication in a different way is only allowed after written permission from the Contractor.
- 23.2 Use of the results of the agreement as well as use of the Contractor's name for commercial purposes is only allowed after separate written consent from the Contractor.

### **Article 24 Intellectual property; intellectual and industrial ownership rights**

- 24.1 When determining the feasibility research, the Client and Contractor lay down which intellectual property, including knowledge, experience and other information is authorised to one of the parties and is not developed in the framework of the order, or will arise, as well as resulting intellectual ownership rights. This knowledge, experience and other information also includes corporeal objects that parties make available to each other in the framework of the order such as, but not limited to, liquids, reagents and prototypes; (production) processes, methodologies, knowhow and/or computer software.
- 24.2 The Client and Contractor define all knowledge, experience and other information developed or originated in the framework of the order, as well as any intellectual ownership rights obtained on this. Knowledge, experience and other information includes corporeal objects such as, but not limited to, liquids, reagents and prototypes; (production) processes, methodologies, knowhow and/or computer software.
- 24.3 The Contractor reserves the right and responsibility assigned to him on the basis of copyright law and other intellectual legislation.
- 24.4 The Contractor has the right to use his increased knowledge for the execution of an order for other purposes, provided that he does not divulge any strictly confidential information of the Client to third parties.
- 24.5 The Client acquires the rights and responsibilities for the use and application of intellectual property as described under Article 24.2 that are assigned to him on the basis of the provided order.
- 24.6 All intellectual and industrial rights the Contractor developed for de Client or software, data files, diagrams, equipment, setups, installations, solutions, analyses, designs, documentation, reports, offers, as well as preparatory material of this, that is made available, shall exclusively belong with the Contractor, its licensors or its suppliers. The Client shall exclusively obtain the rights of use assigned in the Conditions and by law. These rights of use are not exclusive and non-transferable to third parties. Any other or more extensive right of the Client is excluded.
- 24.7 If it unexpectedly turns out that an object sold in the Netherlands by the Contractor to the Client infringes intellectual or property of a third party and the Client is informed of this issue, the Client



is obliged to immediately inform the Contractor of this in writing. In this case the Contractor can choose to either give the Client the right to use this object, or to change the object in such a way that it is no longer an infringement, to supply a substitute object that is not an infringement or, after the Client has returned the object, to refund the purchase price with deduction of a fair compensations for the period the Client had the item at its disposal.

- 24.8 The Contractor is not liable for the infringement of any industrial or intellectual property right and/or any other exclusive right that is the result of:
- any change in or to goods sold or supplied by or on behalf of the Contractor;
  - any use of these goods;
  - any use of similar goods that are different to what the Contractor instructed or which the Contractor assumed;
  - integration with either the use or application in combination with the goods sold and supplied by or on behalf of the Contractor;
  - a software adaptation that was not made by or on behalf of the Contractor.

#### **Article 25 Involved third parties**

The Contractor is authorised to have a third party carry out work after consulting about this with the Client. The Contractor is exclusively responsible for work carried out by third parties if these third parties were selected and paid by the Contractor.

#### **Article 26 Applicable law and disputes**

- 26.1 Dutch law applies to all offers and agreements entered into by or on behalf of the Contractor. Application of the Vienna Sales Convention of 1980 is excluded.
- 26.2 Disputes resulting from an agreement concluded between the Contractor and the Client shall be deposited to the authorised court in the district where the Contractor is established as the court of first instance, on the understanding that, if a specific judge is appointed by force of law as the competent judge, the dispute will be settled by the appointed judge of first instance, without prejudice to the right of the Contractor to seize and take other provisional measures or to have them seized at those places for these legal bodies that are desirable for the Contractor.
- 26.3 What is laid down in Article 26.2 does not affect the right of the Contractor to deposit a dispute before the court authorised according to the normal competency regulations, or to have this dispute settled through arbitration or binding advice.

#### **Article 27 Validity**

If any provision of these Conditions are fully or partially invalid and/or non-enforceable because of any legal requirement, judgement or directive, decision, recommendation or measure of any local, regional, national or supranational authority or body, or otherwise, this shall have no consequences for the validity of all other provisions of these Conditions. If a provision of the Conditions is not valid for a reason mentioned in the previous sentence, but would be valid if it had a more limited scope or tenor, this provision shall automatically apply with the most limited scope or tenor with which it will be applicable.