

General terms and conditions Sendot Research

1. Definitions

1.1 In these terms and conditions, the following terms shall have the meanings ascribed to them:

- **General Terms and Conditions:** the delivery, research, advisory, sales, and payment terms as employed by Sendot.
- **Sendot:** the private company registered with the chamber of commerce in the Netherlands under number 62488295.
- **Client:** any natural person, partnership, legal entity, or other entity to whom an offer, quotation, order confirmation, or invoice from Sendot is addressed.
- **Parties:** Refers collectively to Sendot and the client.
- **Written:** Correspondence via email or through regular mail between the parties.
- **Products:** All goods, services, and advice provided by Sendot under the agreement.

2. Applicability

2.1 These general terms and conditions apply to all legal relationships between parties, in which Sendot acts as a producer, seller, and/or supplier of products in the broadest sense of the word, including all ensuing agreements. These conditions specifically pertain to all research proposals, research and advisory services, quotations, orders, and relationships. Any general terms and conditions issued by the client are explicitly rejected, unless explicitly and in writing accepted by Sendot.

2.2 In the event of any amendments to these conditions, the modified terms shall apply to all agreements concluded after the date of the modification.

3. Quotation and Agreement

3.1 All offers and quotations from Sendot are always non-binding and may be modified by Sendot without prior notice.

3.2 A quotation is valid for one month, unless explicitly stated otherwise in the quotation.

3.3 An agreement is established between parties once Sendot has accepted the client's order in writing or has commenced its execution.

3.4 For activities or assignments for which Sendot, given their nature and scope, does not send an offer, quotation, or order confirmation, the agreement is deemed to be formed when Sendot begins the execution of the agreement or gives instructions to third parties. In such cases, the invoice serves as the order confirmation, which is also deemed to represent the agreement accurately and completely.

3.5 All information provided to the client, in any form, pertaining to an offer and all data provided therein remain expressly and exclusively the industrial and intellectual property of Sendot and must be returned upon the first request.

3.6 Sendot reserves the right to have the agreement (partially) executed by third parties.

3.7 Offers and commitments made by intermediaries, representatives, agents, assistants, or employees engaged by Sendot do not, in principle, bind Sendot unless confirmed in writing by an authorized official or representative.

4. Amendment of the Agreement

- 4.1 Any complete or partial changes or cancellations of the agreement can only occur with prior written consent from Sendot.
- 4.2 If Sendot agrees to such a change or cancellation, the client is, in any case, obligated to pay Sendot for the costs of work already performed by Sendot and to reset delivery and lead times related to the obligations.

5. Prices

- 5.1 The stated prices are in euros and are:
- based on the purchasing prices, wages, labor costs, social and government charges, transport costs, insurance premiums, and other price-determining factors applicable at the time of the quotation or order date;
 - exclusive of VAT, customs duties, and other taxes, levies, and duties;
 - exclusive of packaging, loading and unloading costs, disposal fees, transportation, and insurance costs;
 - exclusive of costs for assembly, installation, adjustment, calibration, and commissioning.
- 5.2 Sendot is not bound by its quotations or offers if the client can reasonably understand that the quotations, offers, or any part thereof, contain an obvious mistake or typo.

6. Payment and Default

- 6.1 The client shall settle invoices according to the payment conditions specified on the invoice and in the currency in which it is invoiced. In the absence of specific conditions on the invoice, the client shall make payment within thirty days (30) from the invoice date. The client is not entitled to set-off or suspend payment. The currency date as indicated on Sendot's bank and/or giro statement is considered the day on which the payment has occurred.
- 6.2 The client is responsible for all transaction and currency exchange costs associated with the payment of invoices.
- 6.3 In the event of exceeding the payment term, the client is in default, and Sendot has the right to charge interest from the due date, calculated at the statutory interest rate prevailing in the Netherlands, as referred to in Article 6:119a and Article 6:120 paragraph 2 of the Dutch Civil Code, and also to claim all judicial and extrajudicial costs related to the collection of the debt.
- 6.4 Sendot reserves the right to send interim invoices or request advance payments. Such interim payments or advance payments always have the nature of an advance.
- 6.5 For orders with a net invoice value of products less than EUR 500 (excluding VAT), an order surcharge will be applied for administration costs, which is at least EUR 25.
- 6.6 The invoice number must be indicated in the description for each payment. Failure to include the correct invoice number may result in delays in processing the payment.

7. Delivery

- 7.1 Regarding delivery: the moment of delivery is deemed to occur when the products are unloaded or discharged at the agreed-upon location (actual transfer); this also applies if Sendot is required to assemble, install, and/or commission the products.
- 7.2 Delivery is made through direct delivery or by making the products available. Sendot determines at its discretion the method of packaging, transportation, shipment, etc., unless the client requests a different mode of transport or packaging. In such case, Sendot is not liable for any damage of any kind occurring during or in connection with the shipment. The shipping costs incurred in delivering the product will be passed on to the client.
- 7.3 Sendot is entitled to deliver in installments (partial deliveries) and to invoice these separately. The client is obligated to settle the individual invoices in accordance with the provisions of these terms and conditions.
- 7.4 After delivering a good to the client, Sendot may supply spare parts, to the extent that these parts are still available.
- 7.5 Stated delivery times are not deemed strict deadlines. Sendot is obliged to observe the specified delivery time or period to the best of its ability but will not be liable for any exceeding thereof. No grounds for compensation for damages of any kind, termination, dissolution, or refusal to accept arise when the delivery time or period is exceeded. In the case of excessive delays, the parties will engage in discussions.
- 7.6 If products are not taken by the client within the delivery time or period, or if the client fails to adhere to an agreed call-off period, Sendot is entitled to invoice the relevant products to the client and may, at its discretion but entirely at the client's cost and risk, store them (or arrange for their storage). In the event of non-acceptance or failure to call off by the client within the applicable term, Sendot may, at its option, demand performance by the client or terminate the agreement, without prejudice to Sendot's right, in both cases, to claim compensation for damages.

8. Risk

- 8.1 The risk associated with the products to be delivered by Sendot to the client, if Sendot delivers from stock, transfers to the client the moment these products are separated from other stock items in Sendot's warehouse for the benefit of the client. The client bears the risk for all direct and indirect damages unless the damage is attributable to the intentional misconduct or conscious recklessness of Sendot's employees.
- 8.2 Irrespective of what the parties determine regarding the moment when the risk transfers to the client, the client also bears the risk for the loading and unloading, horizontal and vertical transportation (shipping), and the assembly, installation, adjustment, calibration, and commissioning of the products, even if this occurs before the risk transfers to the client as referred to in the first half of this clause.

9. Force Majeur

- 9.1 Without prejudice to the provisions in other articles of these terms and conditions, Sendot is never liable if it cannot fulfill its obligation towards the client due to force majeure. Force majeure is generally understood to mean any circumstance independent of the company's will that impedes the permanent or temporary fulfillment of the agreement. This includes situations beyond the control of the company, including but not limited to the following situations: (I) force majeure of

Sendot's suppliers, (II) failure to properly fulfill obligations of suppliers prescribed by the client to Sendot, (III) defects in goods, equipment, software, or materials of third parties whose use has been prescribed by the client to Sendot, (IV) government measures, (V) power failure, (VI) disruption of the internet, service providers, computer network, or telecommunication facilities, (VII) war, (VIII) labor disputes, (IX) strikes, (X) general transportation problems, and (XI) the unavailability of one or more employees, (XII) terrorist attacks or occupations, (XIII) epidemics and pandemics, (XIV) financial crisis, (XV) the malfunctioning of the payment network of the relevant banks.

- 9.2 If a force majeure situation lasts longer than ninety days, each party has the right to terminate the agreement in writing. What has already been performed under the agreement will be settled proportionally in that case, without any further obligations between the parties. Parties will make immediate payments in connection with this settlement.
- 9.3 If Sendot relies on force majeure, the client will be informed as soon as practically possible. The consequences of force majeure come into effect from the moment the circumstance, cause, or event leading to force majeure occurs.
- 9.4 If Sendot is prevented by force majeure, Sendot is entitled to suspend the execution of the agreement until the circumstance causing the force majeure situation no longer exists.

10. Warranty/Service

- 10.1 Subject to the provisions of these terms and conditions, Sendot guarantees the soundness of the materials used, the promised characteristics, and the corresponding proper functioning of the products delivered by Sendot in accordance with the accompanying product specifications.
- 10.2 Unless otherwise agreed, the warranty period is 12 months, commencing from the date of delivery as per Article 7 and based on normal use. Consumables are not covered by the warranty.
- 10.3 Defects in delivered products covered by the warranty will be repaired or replaced if, as assessed by Sendot, the defects are attributable to construction faults or errors or deficiencies in the materials used, rendering the products unusable for the client, considering the purpose for which the products are intended.
- 10.4 Warranty work is generally carried out within Sendot's company (e.g., on its service department).
- 10.5 Sendot is entitled to have warranty work performed outside its own company if, in the judgment of Sendot, it is in the interest of those activities or if carrying out such work within Sendot is not reasonably possible or desirable.
- 10.6 The client must send products eligible for warranty work to Sendot free of charge.
- 10.7 If it turns out that products presented to Sendot for repair or service do not have any defects, the client is obligated to pay all costs incurred by Sendot.
- 10.8 All warranty claims expire if the client makes changes to and/or repairs the delivered products itself or has them repaired, or if the delivered products are not used or treated accurately according to the provided or applicable application notes, user manual, or are used or treated in an imprudent manner, or if a software modification has occurred that was not carried out by Sendot, or if the delivered products are used or applied for purposes other than intended, or if the delivered products are used in a manner that Sendot could not reasonably expect.

- 10.9 Non-compliance by the client with one or more of its obligation's releases Sendot from its warranty obligations.
- 10.10 Fulfillment of the warranty obligation is considered primary and complete compensation for damages.

11. Retention of Title

- 11.1 Without prejudice to the provisions of Article 8 of these terms and conditions regarding the risk and its transfer, all products delivered by or on behalf of Sendot remain the property of Sendot until the client has fully paid. This includes amounts that have become due after the conclusion of the agreement, as well as interest and costs. The client is obliged to be able to clearly and easily identify the products as Sendot's as long as they fall under the ownership of Sendot according to this article.
- 11.2 In the event of non-payment of any amount due and payable by the client to Sendot, and furthermore in case the agreement is terminated, Sendot is entitled to reclaim the products subject to the retention of title as property and take related measures. In the event of such non-payment or termination of the agreement, any claim Sendot has against the client becomes immediately and fully due and payable.
- 11.3 In the event Sendot exercises the right of retention with respect to certain products, the client is not entitled to any compensation in the event of total or partial loss or damage to those products beyond the attributable fault of Sendot.
- 11.4 Upon Sendot's request, the client must immediately provide authorization for the repossession of the products that have not been fully paid, wherever they may be.
- 11.5 If the client (also) forms a new item from the items supplied by Sendot, the client remains the holder of the newly formed item until all amounts due under the agreement are fully paid. During this period, Sendot retains the ownership rights of the formed item and has all rights as the owner until full payment by the client.
- 11.6 The client is entitled to sell or use products subject to a retention of title during normal business operations. However, no security interest may be established on these products, and the client may not perform actions that make these products part or component of one or more other products. If products are resold for which a retention of title still applies, the client must reserve ownership and, upon Sendot's request, assign all claims against the debtor of the client to Sendot up to the amount owed.

12. Intellectual or Industrial Property Rights

- 12.1 All intellectual and industrial property rights to the software, databases, diagrams, equipment, configurations, installations, solutions, analyses, designs, documentation, reports, quotations, as well as preparatory material thereof, developed or provided by Sendot for the client, are exclusively owned by Sendot, its licensors, or its suppliers. The client obtains only the usage rights expressly granted by the terms and the law. These usage rights are non-exclusive and non-transferable to third parties. Any other or further rights of the client are excluded.
- 12.2 All information provided to the client in connection with an offer, including but not limited to brochures, catalogs, price lists, folders, correspondence, and digital storage media, and all data provided therein, including designs, drawings/images, plans, ideas, models, samples, tables, diagrams, databases, or calculations, explicitly and exclusively

remain the industrial and intellectual property of Sendot and must be returned upon the first request.

12.3 Sendot is not liable for infringement of any industrial or intellectual property rights or any other exclusive rights resulting from:

- any modification to or in a product sold or delivered by or on behalf of Sendot;
- any use of such a product;
- any application of such a product other than as prescribed by Sendot or assumed by Sendot;
- integration with, or the use or application of the product in combination with products not sold and delivered by or on behalf of Sendot;
- any software modification performed by or on behalf of Sendot.

13. Liability of Sendot

13.1 The overall liability of Sendot for attributable failure to fulfill the agreement or any other cause, including any failure to fulfill mutually agreed warranty obligations, is limited to compensating direct damages up to the amount of the agreed price for that agreement (excluding VAT). If the agreement is primarily a long-term agreement with a duration exceeding one year, the agreed price for the agreement is deemed to be the total of the fees (excluding VAT) agreed upon for one year.

13.2 Sendot's liability is excluded for:

- Consequential or indirect damages;
- Damages resulting from lost profits, missed savings, business interruption, or diminished goodwill;
- Damages due to claims from the client's customers;
- Damages related to the use of items prescribed by the client to Sendot, including but not limited to: installations, tools, machinery, materials, or data, information, or software from third parties;
- Damages related to the involvement of suppliers prescribed by the client to Sendot.
- Depreciation, destruction, or loss of data or documents.

13.3 The exclusions and limitations of Sendot's liability, as described in the preceding sections of this article, do not affect other exclusions and limitations of liability by Sendot under these terms and conditions.

13.4 The exclusions and limitations referred to in Articles 13.1 through 13.3 shall cease to apply in the event the damage results from the intent or conscious recklessness of Sendot's management.

13.5 Unless performance by Sendot is permanently impossible, Sendot's liability for attributable failure to fulfill an agreement arises only if the client promptly notifies Sendot in writing of the default, specifying a reasonable period for remedying the default, and Sendot continues to fail to fulfill its obligations even after that period. The notice of default must contain as detailed and comprehensive a description of the default as possible to enable Sendot to respond adequately.

13.6 Any claim the client has against Sendot expires merely by the lapse of 12 months after the claim arises and, in any case, after three years from delivery by Sendot, regardless of the legal grounds for the claim.

- 13.7 The client indemnifies Sendot against all damages resulting from third-party claims for product liability arising from a defect in a product, installation, or system delivered by the client to a third party, which also included equipment, software, or other materials supplied by Sendot, unless and to the extent the client proves that the damage was caused by that equipment, software, or other materials.
- 13.8 The provisions outlined in this article, along with all other restrictions and exclusions of liability stated in the terms and conditions, are applicable not only to Sendot but also extend to the advantage of all (legal) persons employed or utilized by Sendot in the execution of the agreement. Furthermore, these provisions apply for the benefit of the broader group to which Sendot belongs.
- 13.9 For products obtained by Sendot from a third party, the relevant provisions of the corresponding agreement, including contractual and warranty conditions, also apply to the agreement between Sendot and the client. This applies only to the extent Sendot relies on it.

14. Complaints

- 14.1 The client is required to inspect the product and report any deficiencies in writing within ten (10) days of delivery. If this 10-day period elapses, the product is considered delivered without any deviation. Complaints regarding hidden defects are only allowed within the applicable warranty period.
- 14.2 Contrary to Article 14.1, any defects related to products subjected to a trial or inspection must be reported immediately on the day of the trial or inspection, at the location where it takes place. Subsequently, the client must promptly confirm the defects in writing to Sendot.
- 14.3 Complaints regarding an invoice must be submitted in writing to Sendot within ten (10) working days of the invoice date. The notification must be made in writing, stating "objection," along with the invoice and order number.
- 14.4 Complaints can only be processed when the nature and grounds of the complaints are accurately specified.
- 14.5 If the client does not complain within the applicable period or fails to complain in the prescribed manner, the delivered goods will be deemed to fully comply with the agreement and unconditionally accepted and approved by the client. An invoice that has not been complained about in the period of ten (10) working days mentioned in Article 14.3 will be deemed unconditionally accepted and approved by the client.
- 14.6 If Sendot considers a complaint regarding the delivered goods to be justified, Sendot is only obliged to replace or repair the defective products, without the client being entitled to any additional compensation.
- 14.7 Filing a complaint does not exempt the client from its payment obligations to Sendot.
- 14.8 Return of the delivered goods or any part thereof to Sendot, for any reason, can only take place after prior explicit written consent and shipping instructions from Sendot to the client.

15. Permits

- 15.1 The client is responsible for all permits, concessions, licenses, approvals, etc. that may be required for Sendot to deliver the sold products and to otherwise fulfill its obligations. These should be obtained in a timely manner and in the correct form. The

costs associated with obtaining such permits, concessions, licenses, approvals, etc. are the responsibility of the client.

- 15.2 The absence of any permit, concession, license, approval, etc. as referred to in Article 15.1 will be considered as an attributable failure (breach of contract) on the part of the client. It shall not exempt the client from any obligations to Sendot, nor shall it be a reason for the suspension of the performance of any commitment by the client to Sendot.
- 15.3 The client is liable for all damages that may be directly or indirectly caused by the absence of any permit, concession, license, approval, etc. as referred to in Article 15.1. The client indemnifies Sendot against claims and demands related to such damages.

16. Confidentiality

- 16.1 The client is obligated to treat all technical, financial, commercial, business-related information, know-how, and other confidential information related to the execution of current and future assignments as strictly confidential. Without express permission from Sendot, the client may not disclose or make confidential information accessible to third parties in any form. The client may only disclose confidential information to employees to the extent that they need access to this confidential information. The client will impose the obligations according to these general terms and conditions on these employees. Sendot will also treat documents from the client as confidential.
- 16.2 The client may use the provided data and information only to the extent necessary for the execution of the agreement. Upon the first request from Sendot, as well as in the event of nullity or cancellation of the agreement, the client must immediately return all mentioned materials, designs, calculations, information, data, etc. to Sendot.

17. Termination of Agreement

- 17.1 In the event of default by one party, this gives the other party the authority to terminate the agreement in whole or in part, without prejudice to the right to demand performance.
- 17.2 In case of termination, Sendot is not obliged to pay damages.
- 17.3 Sendot may terminate the agreement without notice if the other party is declared bankrupt, makes a general assignment for the benefit of creditors, is granted (provisional or definitive) suspension of payment, or if attachment is levied on its entire assets or a part thereof, or if the business of the other party is liquidated or terminated.
- 17.4 If a party terminates an agreement pursuant to the provisions of this article, the amounts owed by the client to Sendot at the time of termination will remain fully due, and the client will be liable for interest and costs regarding these amounts according to the provisions of these conditions.
- 17.5 If the agreement terminates in any way, the provisions that are intended to remain in effect after the end of the agreement will continue to apply, such as the provisions regarding liability, usage rights, confidentiality, and choice of law and forum.

18. Cancellation by the Client

- 18.1 If the client wishes to cancel an order provided by her, and Sendot agrees, the client is liable to Sendot for cancellation costs. Cancellation costs are expressed as a percentage of the amount involved in the agreement and depend on what Sendot has

already done to execute the agreement, the type of product the order relates to, the costs it has incurred, and the moment of cancellation.

- 18.2 In case of cancellation as referred to in this article, Sendot is never obliged to compensate any damage to the client.

19. Applicable Law and Disputes

19.1 If one or more provisions in the conditions are null and void or are annulled at any time in whole or in part, the other provisions of these conditions remain in full force.

19.2 The agreement and all agreements concluded in implementation of or in connection with the agreement will be governed by Dutch law. The applicability of the Vienna Sales Convention is excluded.

19.3 Disputes arising from the offer or agreement (or the related agreements) that parties cannot settle amicably will be submitted, in the first instance, to the competent court in the district where Sendot is established.

19.4 The provisions of Article 19.2 do not affect Sendot's right to submit a dispute to the court competent under the normal jurisdiction rules or to settle it through arbitration or binding advice.

20. Validity

If any provision of the general terms and conditions is found to be invalid, this does not affect the validity of the entire general terms and conditions. If a provision of these terms and conditions were to be invalid but would be valid if it had a more limited scope or purpose, the provision will automatically apply with the broadest or most limited scope or purpose in which it is valid.