

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY (V. 2021/01)

Of the private company with limited liability Vincotte Nederland BV, established in 4817 BL Breda, Takkebijsters 8, filed with the Kamer van Koophandel under number 20065811 (hereinafter 'General Terms and Conditions')

1. Definitions

- 1.1 Offer: the quotation and/or price statement provided by the Contractor to the Client with regard to the provision of services by the Contractor;
- 1.2 Client: the party who concludes the agreement with the Contractor;
- 1.3 Contractor: Vincotte Nederland BV entering into the Agreement with the Client;
- 1.4 Agreement: any agreement that is concluded by the Contractor for the Client with regard to work, any modification or addition, as well as all (legal) acts in preparation and execution of that Agreement;
- 1.5 Reports: the outcomes and results of the execution of the order to the Contractor.

2. General

- 2.1 These General Terms and Conditions apply to every Offer, Agreement and all other communication and (legal) relationships between the Contractor and the Client.
- 2.2 The applicability of any general or other terms and conditions of the Client is expressly rejected. Changes, additions and/or extensions to these General Terms and Conditions, or clauses that deviate from these General Terms and Conditions, shall only be binding on the Contractor if they have been expressly agreed between the parties in writing.
- 2.3 A Client to whom these General Terms and Conditions have been applicable is also deemed to agree to the application of these General Terms and Conditions to subsequent Offers issued by the Contractor, to subsequent Agreements concluded by the Client with the Contractor as well as to all other later (legal) relationships between the Contractor and the Client.
- 2.4 If, in the opinion of the competent court, any provision of these General Terms and Conditions does not apply or is contrary to public order or the law, then solely that provision will be regarded as not written; the remainder of these General Terms and Conditions remain in full force and effect. Instead of a possibly invalid provision, a comparable provision that comes closest to the Parties' intention must apply.
- 2.5 The Contractor has the authority to make changes to these General Terms and Conditions. The changes take effect at a time announced by the Contractor.

- 2.6 The application of Articles 7:404 and 7:407 (2) of the Dutch Civil Code is expressly excluded.
- 2.7 These General Terms and Conditions are deemed to be part of the Agreement.
- 2.8 If the Contractor does not require strict compliance with these General Terms and Conditions, this does not mean that the provisions thereof do not apply or that, to any degree, the Contractor would lose the right to demand strict compliance in other cases with the provisions of these General Terms and Conditions.

3. Offers

- 3.1 Each Offer is without obligation and can always be revoked by the Contractor. Unless otherwise agreed, the Offers have a validity period of one month from the date of the Offer.
- 3.2 Unless expressly stated otherwise, each Offer is based on the implementation of the agreement under normal circumstances and during normal working hours (on business days between 8:30 and 17:30).
- 3.3 If the acceptance differs (whether or not on minor points) from what is stated in the Offer, then the Contractor is not bound by it. The Agreement will not be created in accordance with this deviating acceptance unless the Contractor indicates otherwise.

4. Agreement

- 4.1 An agreement with a Client is created at the moment that a written confirmation from the Client of an Offer is received by the Contractor, unless the Contractor revokes its Offer within two business days after receipt of said acceptance. If an order is issued in another way, an Agreement is created at the moment that a written confirmation of the order is sent by the Contractor or after the Contractor has begun the actual performance of the order.
- 4.2 Verbal promises by and agreements with subordinates do not bind the Contractor until and insofar as they have been confirmed by the Contractor in writing.
- 4.2 Any additional work ("Additional Work") that is performed by the Contractor in consultation, whether or not recorded in writing, with the Client during the implementation of the agreement above the work expressly stipulated in the Agreement or the order confirmation is regarded as additional work.
- 4.3 The Agreement is always entered into for an

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- indefinite period, unless agreed otherwise in writing.
- 4.4 All calculations, illustrations, drawings, dimensional and weight specifications, communications regarding capacities, results and/or expected performance and the like provided by the Contractor are not binding on the Contractor and are intended solely to provide a general presentation of the services to be provided by the Contractor.
- 4.5 If the Client provides documents, data, drawings and the like to the Contractor with the application, the Contractor may assume that these are correct, and the Contractor will base the Offer on this and adjust it if necessary.
- 5. Price**
- 5.1 Unless agreed otherwise in writing, the prices stated by the Contractor are always exclusive of turnover tax, other government charges relating to the sale and delivery, travel and accommodation costs, waiting hours/delay hours that have arisen outside the sphere of influence of the Contractor and not included costs, including costs relating to work or deliveries performed by third parties.
- 5.2 Changes to salary costs can always be charged in prices and rates. If, after the date of the conclusion of the Agreement, one or more cost price factors undergo an increase - even if this takes place as a result of foreseeable circumstances - the Contractor is entitled to increase the agreed price accordingly.
- 5.3 The Contractor has the right to apply an inflation correction to the rates stated in the Offer starting 3 months after acceptance of the Offer.
- 5.4 If the increase in prices and rates concerns more than 10% per year, the Client has the right to dissolve the Agreement. In that case, the dissolution must take place immediately after the Client has taken cognizance of the increase.
- 5.5 Cost budgets and plans will not be charged separately, unless otherwise agreed.
- 5.6 Unless expressly stated otherwise, each Offer is based on the implementation of the Agreement under normal circumstances and during normal working hours.
- 6. Certificates/Reports/Films etc.**
- 6.1 All reports, certificates and films etc. produced by or on behalf of the Contractor remain the property of the Contractor until the Client has fulfilled all its financial obligations towards the Contractor.
- 6.2 The documents referred to in Article 6.1 will never be brought to the attention of third parties, copied or reproduced without written permission from the Contractor.
- 7. Implementation**
- 7.1 The Contractor is obliged to perform the Agreement, which must be seen as an effort commitment, to the best of its ability. Further obligations only apply if and insofar as these have been agreed in writing.
- 7.2 The due dates stated by the Contractor, including the due dates for the implementation of the Agreement, are indicative and are not to be considered deadlines. If the performance of the work lasts longer than the previously estimated period, this additional time will be regarded as an increase in the work of the Contractor and thus as Additional Work. In case of exceeding a due date, the Client must provide the Contractor with a notice of default in writing. The Client must give the Contractor a reasonable term to then fulfil the Agreement.
- 7.3 The Contractor will not be obliged to perform Additional Work as long as the Client has not given a written order to perform the Additional Work and as long as the payment or security required by the Contractor has not been made. In the absence of specific agreements in this regard, the work will be done by the Contractor at prices that are based on the rates then applicable for the Contractor for such work.
- 7.4 Drawings, models, specifications, locations, instructions, inspection regulations and the like made available by the Contractor for the implementation of the Agreement or prior to entering into the Agreement or approved by the Contractor, regardless of the form, are part of the Agreement, unless agreed otherwise in writing.
- 7.5 The Contractor performs the agreed work partly on the basis of the (written) information provided by the Client in a timely manner and at the agreed time/within the set time period. If this information appears to be incorrect and/or insufficient, the Contractor has the right not to commence the execution of the Agreement or to suspend the execution of the Agreement and all resulting damage - including consequential damage - is borne by the Client.

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- 7.6 The Client shall ensure that facilities such as documents, software, systems, auxiliary personnel, auxiliary tools and material are made available to the Contractor free of charge, in such a way that the Contractor can carry out the work to be carried out on the premises of and/or on installations of the Client in a safe manner and shall inform the Contractor of potentially hazardous circumstances.
- 7.7 If auxiliary personnel, auxiliary tools and materials do not comply with the usual safety regulations, the Contractor reserves the right to suspend or not carry out the performance of its work. In that case, the Client is obliged to reimburse the Contractor for all costs resulting therefrom for the Contractor (including at least travel costs and travel time) and damage.
- 7.8 If it is agreed that the Agreement will be implemented in stages, the Contractor can suspend the execution of the parts belonging to a following stage until the Client has approved in writing the results of the prior stage.
- 7.9 If the Agreement relates to the investigation of samples, the Client is responsible for the selection, representativeness, indications of codes, brand and product names and for making the samples to be investigated available to the Contractor.
- 7.10 The Client is not authorised to transfer all or part of the rights and obligations under the Agreement or the Agreements arising therefrom to third parties.
- 7.11 Shortcomings in the implementation of the agreement noted by the Client must be communicated to the Contractor in writing with a clear description within five working days after the implementation, in the absence of which the Contractor is entitled not to handle this notification. In any case, the Client can no longer assert claims if the notification to the Contractor takes place later than five working days after the moment when the Client could reasonably have discovered the shortcoming.
- 7.12 All (legal) acts and actions of an official or employee of the Client in the context of the conclusion, implementation and amendment of an Agreement between the Contractor and the Client are deemed to have been carried out in a competent way on behalf of the Client and are binding for the Client. The Client cannot invoke vis-à-vis the Contractor that there is no authority to legally represent or bind the Client in relation to these acts or actions.
- 7.13 The Client ensures that all necessary safety and precautions have been taken and are maintained, as well as that all measures have been taken and are maintained in order to comply with the applicable government regulations in the context of the work of the Contractor.
- 7.14 The Client is responsible for obtaining access permits for and work permits in the field of work as may be required by public authorities, local authorities or other organizations.
- 7.15 Direct and continuous accessibility is necessary for the proper performance of the work. Delay or waiting time outside the influence of the Contractor will be charged on the basis of the last applicable rates for the Contractor.
- 7.16 If and insofar as auxiliary tools are not part of the standard equipment of the Contractor, the costs thereof are borne by the Client.
- 7.17 Depending on the nature of the work of the Contractor, the Client will in any case - at its own expense and risk - ensure:
- a) connection, supply and provision of water, electricity, lighting and scaffolds, as well as hoisting and transport equipment, suitable for the performance of the work and in accordance with the legal regulations.;
 - b) suitable housing and/or all facilities required by government regulations, the agreement and for use by the Contractor's personnel;
 - c) access roads to the set-up location that are suitable for the required transport;
 - c) a designated set-up location that is suitable for storage and assembly;
 - d) the necessary lockable storage places for materials, tools and other items;
 - e) the performance or presence of a representative of the Client, including for operating or manipulating the object to be investigated;
 - f) that the surface (or object) to be investigated is clean and accessible. If this is not or insufficiently the case, the costs of the additional work to be performed (such as the removal of insulation, paint, oil, corrosion, etc.) are borne by the Client;
 - g) making available free of charge the means of communication (telephone, fax, etc.) necessary for the proper performance of our work.

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- 7.18 The Contractor is always entitled to subcontract all or part of the assigned work to third parties. If the Contractor exercises the right in the previous sentence, these General Terms and Conditions will also apply in favour of said third parties, their organisational bodies and personnel.
- 8. Force Majeure**
- 8.1 Force majeure is understood to mean any circumstance of any nature, not attributable to the Contractor, regardless of whether that circumstance was foreseeable for the Contractor when entering into the Agreement, as a result of which the normal execution of the Agreement cannot be reasonably expected from the Contractor, temporarily or permanently.
- 8.2 Force majeure within the meaning of Article 8.1 shall in any case include: mobilisation, (danger of) war, government measures, pandemic, outbreak (including but not limited to COVID-19), work strike, sit-ins, strike of transport or traffic obstacles, disasters such as fire for the Client, flooding, non-, non-timely or improper fulfilment by third parties on whom the Contractor is dependent for the fulfilment of the agreement of their obligations towards the Contractor for any reason except for default of the Contractor towards these third parties, and impeding weather conditions. The same applies if the Contractor would unexpectedly be confronted with illness or accident of its personnel and/or third parties, whose replacement cannot reasonably be foreseen in the short term.
- 8.3 The Contractor also has the right to rely on force majeure if the circumstance that hinders (further) fulfilment occurs after the Contractor should have fulfilled the obligations resting on the Contractor.
- 8.4 If, when the force majeure arises, the Contractor has already met some of the obligations or can only satisfy some of the obligations, the Contractor is entitled to invoice that work already performed or that part that can be performed, and the Client is bound to pay this invoice as if it related to a separate agreement.
- 9. Suspension and dissolution**
- 9.1 In the event the implementation of the agreement is hindered due to force majeure, the Contractor is entitled to dissolve the agreement in whole or in part or to suspend its performance in whole or in part without the Contractor being obliged to pay any damage compensation.
- 9.2 Both in the event of suspension and dissolution pursuant to paragraph 1, the Contractor is entitled to demand immediate payment of the work performed.
- 9.3 If the Client does not, does not properly or does not in a timely manner fulfil any obligation arising from the agreement concluded with the Contractor or from a related agreement, or if there is good reason to fear that the Client is or will not be able to fulfil its contractual obligations towards the Contractor, as well as in the event of bankruptcy, suspension of payment, shutdown, liquidation or partial transfer - whether or not as security - of the Client's company, including the transfer of a significant part of its assets, the Contractor is entitled to dissolve the execution of each of these agreements in whole or in part, without notice of default and without judicial intervention, without the Contractor being obliged to pay any damage compensation or guarantee and without prejudice to the further rights accruing to it.
- 9.4 In the event of dissolution pursuant to paragraph 3, the agreed price will become immediately due and payable, with deduction of the instalments that have already been paid.
- 9.5 The Client is not entitled to demand dissolution of the agreement retroactively.
- 10. Invoicing and Payment**
- 10.1 The Contractor's invoices must be paid to an account to be designated by the Contractor within 30 days of the invoice date without any deduction, discount, suspension or settlement. An objection to the invoice must be made by the Client in writing within 14 days of the invoice date. After this period, the right to object expires, and the invoice is deemed accepted. By paying the (final) invoice, the fulfilment of the order is accepted and the order is completed.
- 10.2 If the Client does not pay the Contractor's invoices within 30 days, the Client is automatically in default (i.e. without any reminder or notice of default being required).
- 10.3 From the moment of default, the Client owes default interest of 1% per month on the due and

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- payable amount, unless the statutory (commercial) interest rate is higher, in which case the statutory commercial interest rate applies without prejudice to the other rights of the Contractor. All (extrajudicial) costs incurred by the Contractor in order to obtain payment – both in and out of court – will be borne by the Client from that moment on. In that case, the Client will owe compensation for extrajudicial costs of at least 15% of the outstanding amount, with a minimum of €500.00. If the actual costs incurred and to be incurred by the Contractor exceed this amount, this excess will also qualify for reimbursement.
- 10.4 If the Contractor has brought the claim in legal proceedings, including arbitration or binding advice, the Client is obliged to reimburse the costs actually incurred in the proceedings to the Contractor. This includes the costs of solicitors, bailiffs and advisors, as well as the fee owed to arbitrators or binding advisers and court fees, even if these exceed any costs of proceedings based on Article 237 et seq. of the Dutch Code of Civil Procedure.
- 10.5 In the event of liquidation, bankruptcy, legal debt restructuring or suspension of payments of the Client, the claims of the Contractor and the obligations of the Client towards the Contractor will become immediately due and payable.
- 10.6 If the Contractor's invoices are not paid in time, the Contractor is entitled to suspend the period of execution with the time during which the Client is in default or has been in default with timely payment.
- 10.7 As soon as the Client is in default of one of the Contractor's invoices in this regard, all other outstanding and future invoices issued by the Contractor are immediately due and payable.
- 10.8 If it has been agreed that invoicing takes place after draft transmission, comments with regard to the drafts must be received by the Contractor within 5 working days, in the absence of which the drafts are deemed accepted.
- 10.9 The Contractor may send interim invoices and/or require advance payments and/or require the Client to provide a reasonable security, at the discretion of the Contractor, for existing and future obligations towards the Contractor. The costs of establishing such security will be borne by the Client.
- 10.10 Payments made by or on behalf of the Client will always be deducted from all interest and costs owed and then deducted from payable invoices that are outstanding for the longest time, even if the Client states that the payment relates to a later invoice.
- 10.11 With regard to the claims of the Contractor against the Client, payments and settlements, the administration of the Contractor is always binding.
- 10.12 The Client is not authorised to suspend any payment obligation towards the Contractor.
- 10.13 All delivered and yet to be delivered goods remain the property of the Contractor until all claims that the Contractor has or will acquire against the Client have been paid in full. The Contractor has the right to take back the goods that have remained the property of the Contractor if the Client does not comply with any obligation under the Agreement, without prejudice to the Contractor's authority to demand dissolution or compliance with the Agreement. The Client must give the Contractor the opportunity to recover the goods. In derogation of Article 21.1 of these General Terms and Conditions, the legal consequences of the retention of title are governed by the law of the country in which the goods are located at the time of delivery, except in the case of goods intended for export. In the event that the goods in question are intended for export, the legal consequences of this retention of title shall be governed by the law of the country of destination insofar as that law does not deprive the retention of title of its effect until the price has been paid in full.
- ### 11. Liability
- 11.1 Any liability of the Contractor towards the Client is hereby excluded.
- 11.2 The Contractor is only liable in the event of intent or deliberate recklessness on the part of the Contractor.
- 11.3 If the Contractor is nevertheless liable, then this liability is limited to what is regulated below in this article.
- 11.4 The Contractor is never liable for direct or indirect damage as a result of the mandatory following of instructions by third parties.
- 11.5 If the Contractor is liable, that liability is always limited to direct and material damage that is the sole result of an attributable shortcoming in the fulfilment of the obligations under the Agreement recorded in writing for the Contractor, and the Client has given the

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- Contractor notice of default in this regard, whereby the Contractor has been given the opportunity to remedy the shortcoming.
- 11.6 The Contractor's liability is always limited to the compensation paid by the Contractor's liability insurer in that specific case. If the insurer – for whatever reason – does not pay compensation, the liability of the Contractor is limited to a maximum of the compensation that was charged by the Contractor to the Client in the 3 months immediately preceding the occurrence of the damage to which the liability relates. The liability will in no case exceed €45,000.00.
- 11.7 Under no circumstances is the Contractor liable for any form of indirect or consequential damage, including but not limited to delay damage, loss of turnover or profit, missed savings, business interruptions, loss of capacity or deployment of people or means of production and company closure. The Contractor is also not liable for personal injury or intangible damage.
- 11.8 The Client is fully liable for damage to the Contractor due to contamination in the supplied material or due to inadequate packaging of the materials to be supplied as well as the consequential damage resulting from this.
- 11.9 The Contractor is not liable to the Client for infringement of third-party rights or legal regulations applicable outside the Netherlands, unless those rights and regulations have been made known to the Contractor in writing by the Client before the conclusion of the agreement.
- 11.10 The Contractor is not liable for damage of whatever nature, due to the provision by the Client of incorrect and/or incomplete data or the failure of the Client to provide data in a timely manner.
- 11.11 The Contractor is not liable if:
- a) the result of work performed by the Contractor deviates from the result envisaged by the Client;
 - b) the results of work performed by the Contractor consisting of materials, research results, assessment results, control results, information or any other form is incorrectly used by the Client.
- 11.12 If the Contractor moves or handles equipment etc. of the Client at the request of the Client, the Contractor is never liable for any damage that occurs to equipment or otherwise.
- 11.13 The Contractor is only liable for the work insofar as it has been performed by the Contractor itself or under its responsibility, and the Contractor is in particular not responsible for data received from third parties if it is not expressly stated that these data have been examined and found correct by the Contractor. If, however, the Client, or a third party acting as a supplier of the Client, accepts advice, designs, sketches, drawings, models, specifications, etc., whether or not after its own investigation, the Contractor is no longer liable for any damage resulting from the application of these advice, designs etc.
- 11.14 Damage must be reported to the Contractor by the Client in writing as soon as possible but no later than within 4 weeks of occurrence, on penalty of forfeiture of the right to damage compensation and all other claims. Any liability expires in any case three months after delivery of the services to which the damage relates.
- 11.15 The Client will indemnify the Contractor against claims from third parties, with respect to whom the Contractor cannot invoke these conditions, with regard to damage arising from or as a direct result of the fulfilment of the order. Third parties in this context are also understood to mean personnel employed by the Client and other persons whom the Client uses in the performance of its activities.
- 11.16 Any liability of the Contractor expires after two years, counting from the day of termination of the Agreement or part of the Agreement, unless the Client has instituted legal action against the Contractor within these periods.
- 11.17 The Client indemnifies the Contractor against all claims and damage compensation by third parties, with regard to advice, certifications, reports, designs, drawings, etc. originating from the Contractor, if these have been made available by the Client to those third parties with or without the consent of the Contractor.
- 11.18 The Parties will inform each other without delay in the event of damage and/or in the event of liability by a third party, insofar as it relates to the provisions of the Agreement and/or the underlying real estate.
- ## 12. Poaching prohibition
- 12.1 Except with express written consent from us, the Client is not permitted to employ personnel

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of the Contractor, either directly or via a third party, within two years after the relevant staff member has most recently worked in the context of the implementation of an agreement between the Contractor and the Client.

'Personnel' means: everyone who is employed or has been employed by the Contractor, both permanently and temporarily.

- 12.2 In the event of a violation of the prohibition referred to in paragraph 1, the Client forfeits an immediately due and payable fine of €25,000.00 per month that the violation continues, without prejudice to the Contractor's right to full damage compensation insofar as the damage suffered exceeds the forfeited fine.

13. Confidentiality

- 13.1 The Client will only use the quotation issued by the Contractor and the related knowledge and ideas of the Contractor to evaluate its interest in the award of the contract. These stipulations also apply to proposals to amend, supplement and/or expand the Agreement.
- 13.2 Both parties are required not to disclose any confidential information they have received in the context of the Agreement from each other or from another source. Information such as, but not limited to, financial, operational and technical information obtained through the implementation of the Agreement is considered confidential if this has been communicated by the party providing the information, or if this follows from the nature of the information.
- 13.3 The Contractor will not make Reports arising from the implementation of the Agreement available to third parties.
- 13.4 The confidentiality obligations referred to in Article 13 (2), (3) and (6) shall not apply to data, information or Reports which:
- have a general character, i.e. that do not specifically relate to the Client's own business operations and/or activities;
 - were already in the possession of the parties;
 - are generally known or become generally known, without this being the result of any culpable act or omission on the part of the Contractor;
 - have been lawfully obtained by the Contractor from a third party, or from the Contractor's own investigation, without any use being made of data or Reports, which are not accessible to third parties;

- are deemed non-confidential on the basis of explicit written permission from the Client;
- must be made public under the law, or a regulation based on it;
- are publicly available;
- are necessary for the defence of the interests of a party in or out of court;
- must be made known to third parties at the request of a judicial authority or (supervisory) government.

- 13.5 The obligation of confidentiality referred to in paragraphs 3 and 6 of this article shall not apply:

- if and insofar as, as a result of the Client's disclosure to third parties, the Contractor considers it necessary to provide explanations to third parties;
- if confidentiality is contrary to regulations by or pursuant to law;
- if inspection is requested for internal and external audits for granting or renewing accreditations for laboratory or inspection activities and/or for product and/or management system certification schemes;
- if there is a danger to people or property.

- 13.6 Insofar as possible, prior consultation with the Client will be held on the above.

- 13.7 At the request of the Client, the Contractor will keep the name of the Client and the fact that the investigation has been done secret.

- 13.8 In the application of Article 13.5 (c), the Contractor stipulates the confidentiality of the auditors with respect to the information provided for inspection.

- 13.9 If the provisions of Article 7 (18) are applied, third parties involved in the implementation of the Agreement may be informed of data for which confidentiality applies. The Contractor stipulates the confidentiality of the data provided by those third parties.

- 13.10 The termination of the Agreement does not relieve the Client of the obligations in this article.

14. Reports

- 14.1 In the context of the business operations of the Client's own company, the Client has a complete and free right to use the Reports, as provided by the Contractor to the Client, with due observance of Articles 13 and 15.

- 14.2 The provisions of paragraph 1 of this article apply, with the understanding that the

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Contractor is entitled to the intellectual and industrial property rights of the Reports at all times, with the exception of rights of third parties. Unless expressly agreed otherwise, only the Contractor has the right to apply for a patent in the Contractor's name and on the Contractor's behalf for an invention, process or product. The Client will provide all necessary cooperation to this end for a reasonable fee.

- 14.3 The Contractor has the right to use the Reports and the knowledge and experience gained through the execution of the Agreement, including calculation methods, software and experimental methods resulting from the execution of the Agreement, insofar as development thereof is not intended directly with the giving of the Order, free of charge for its business operations, comparison, reference, statistical or scientific purposes or for the benefit of third parties.
- 14.4 The Contractor will keep items made available to the Contractor in connection with the Agreement or remnants thereof, including samples, for two weeks after the date on which all Reports have been communicated to the Client, unless this is reasonably not possible or otherwise agreed upon when the Order was issued. If no arrangement has been made by the Client within this period for the return of the said goods, the Contractor is free to destroy the goods or the Contractor can take other measures with regard to the said goods at its own discretion. Costs associated with destruction or longer storage than described above are borne by the Client.

15. Ownership, disclosure and usage of items

- 15.1 Results, advice, designs, sketches, drawings, models, and the like used in the Offer and/or for the implementation of the Agreement and/or included in the Reports are and remain the property of the Contractor.
- 15.2 Without prior written permission from the Contractor, the Client does not have the right, for documents from the Contractor, such as Reports, advice, designs, sketches, drawings, models, and the like:
- to disclose or to make available to third parties for inspection;
 - to use (or have used) for making claims, conducting legal proceedings, or for recruitment purposes;
 - to use the name of the Contractor in any

connection when disclosing part or parts of a document issued by the Contractor or for the purposes mentioned under b.

- 15.3 The provisions of paragraph 2 (a) and (c) of this article do not apply to certification, test and inspection reports. It is permissible to make these Reports public, provided that they are in their entirety without any addition or omission. For deviations from the terms and conditions or for publication in a language other than the Dutch language, prior permission from the Contractor is required.
- 15.4 The Client is always obliged to fully cooperate with the Contractor in order to provide explanations and comments, including towards third parties, including but not limited to if:
- the Client publishes Reports in a way that causes or may cause an incorrect presentation of things, misunderstandings and the like;
 - the Client refers to standards and requirements used by the Contractor, such as inspection requirements.

16. Patent

- 16.1 The Contractor is not obliged to carry out research into patent rights of third parties. Nor is the Contractor obliged to investigate the possibility of patents.

17. End of the Agreement

- 17.1 Unless otherwise agreed, the final date of the Contractor's final invoice applies as the end date of the Agreement.
- 17.2 If no invoice is available, the Contractor shall reasonably determine the date on which the Agreement is deemed to have been terminated.

18. Termination, interruption or extension of the order

- 18.1 The Client is obliged to compensate the Contractor for all costs and damage resulting from a change, termination, dissolution, cancellation, end or interruption of an Agreement by the Client.
- 18.2 In the event of a change, end, termination, dissolution, cancellation or interruption of the order prior to the fulfilment of the Agreement, the Client shall, without any notice of default being required, owe the following cancellation costs immediately due and payable to the Contractor:
- less than two weeks but more than one

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week before the start of the implementation of the Agreement takes place: 60 percent of the (reduced) Order amount;

b) less than one week before the start of the implementation of the Agreement takes place: 90 percent of the (reduced) Order amount.

18.3 The Contractor has the right to dissolve the Agreement without paying any damage compensation to the Client if an interruption by the Client lasts longer than six months. The start date of an interruption is the date of the message from the Client or Contractor in which the interruption is reported or from which the interruption is evident.

18.4 In the event of a delay or extension of work related to the Agreement, the Contractor may charge additional costs if the delay or extension is not attributable to the Contractor.

19. Termination

19.1 If the Client does not, does not properly or does not in a timely manner fulfil any obligation arising from the Agreement, as well as in the event of bankruptcy, suspension of payment, liquidation or if it is placed under management, administration or curatorship, the Client shall, without any notice of default being required, automatically be deemed to be in default. In that case, the Contractor has the right, without any notice of default and without judicial intervention, to immediately suspend the execution of the Agreement or to dissolve the Agreement in whole or in part, without the Contractor being obliged to pay any damage compensation and without prejudice to its right to compensation for the damage resulting from the failure to perform and the suspension or dissolution. In these cases, any claim the Contractor has against the Client is immediately due and payable.

19.2 The parties assume that all reciprocal commitments are related within the meaning of Article 6:52 of the Dutch Civil Code.

19.3 In case circumstances occur regarding persons and/or materials of which the Contractor makes use or should make use for the fulfilment of the agreement, that are such a nature that the fulfilment of the agreement becomes encumbered and/or disproportionately expensive to such a degree that fulfilment of the agreement could not reasonably be

required, the Contractor is authorised to dissolve the agreement without any duty to damage compensation.

19.4 Suspension, termination, dissolution and/or termination in any form whatsoever shall not affect the Client's payment obligations for work already delivered or done. In such a situation, the claim of the Contractor with regard to what has already been delivered or has already been done by the Contractor is immediately due and payable. If the Contractor suspends the implementation of the Agreement, the Contractor retains its claims under the law and the Agreement.

19.5 In the event of dissolution of the Agreement, any compensation already paid by the Client to the Contractor will not be refunded.

20. Disputes

20.1 Disputes will be settled exclusively by the Zeeland-West-Brabant District Court.

21. Applicable law

21.1 All agreements to which these terms and conditions apply in whole or in part are governed by Dutch law, with the exclusion of the Vienna Sales Convention.