

VERBRUGGEN GROUP GENERAL CONDITIONS AND DELIVERY TERMS GTDC16NLA May 2022



PART A: General section

1 Definitions

Offer: Any offer made by the Contractor to the Client.

Acceptance Test: the description of the test(-procedure(s)) by which to assess whether the Delivered Product meets the specifications agreed upon by the parties in advance.

Acceptance: the statement signed by Client and Supplier indicating that the functioning of the Delivered Product has been approved and accepted.

Acceptance Date: the date of Acceptance.

Consulting: Giving advice in the general sense of the word, such as, but not limited to, support in the development of software, giving courses or workshops and instructing and supervising employees.

Purchase: Delivery of the Deliverable in accordance with the Client's legitimate expectations.

Contracting of Work: The creation (making, building, delivering) of a material object on the instructions of the Client.

GTDC16NLA: The present general terms and conditions of delivery, consisting of:

- Part A containing general provisions;
- Part B containing additional provisions regarding the provision of services and the contracting of work;
- Part C containing additional provisions regarding the development and/or delivery of Software.

Documentation: Brochures, product information, factory drawings, instructions, test certificates, catalogs, price lists, brochures provided by Contractor and all data provided by the Contractor regarding an Offer or during the implementation of the Agreement, both digitally and in writing.

Essential Defect An essential Defect is defined as a deficiency which, in the Contractor's opinion, significantly interferes with the normal operation or the normal use of the Delivered Product.

Defect: There is a defect if the Product delivered by the Contractor to the Client under the Agreement are incomplete and/or do not meet the specifications and/or do not have the characteristics which the Contractor explicitly confirmed to the Client in writing before or during the conclusion of the Agreement.

Delivered Product: The items delivered by the Contractor under the Agreement, including the (part of the) Work and/or the Work that the Contractor has delivered to the Client or performed for the Client under the Agreement.

Customized Software: Software, websites, protocols or operating systems developed by the Contractor on the instructions of the Client, or adaptations of existing software, websites, protocols or operating systems developed on the instructions of the Client.

Design Data: All data and circumstances on the basis of which the Contractor must perform Activities or deliver a Work or which the Contractor must otherwise take into account in the implementation of the Agreement, if these have been provided by the Client before or during the conclusion of the Agreement and have been confirmed by the Contractor to the Client. To the extent additional relevant data and/or circumstances become known to the Contractor during the implementation of the Agreement, they will only be part of the Design Data if this has been explicitly confirmed in writing by the Contractor to the Client.

Promptly: As soon as is reasonably possible but no later than during the two subsequent full business days.

Order: The agreed Activities as well as the agreed Work and the other things to be delivered by the Contractor pursuant to the Agreement.

Client: The party to whom the Offer made by the Contractor is addressed, to whom a delivery has been made by the Contractor, and/or with whom Contractor has entered into an agreement.

Contractor: A company of the Verbruggen Group that uses the GTDC16NLA, refers to it, or a company by which, or for which, the GTDC16NLA has been declared applicable, its representative(s), authorized agent(s), and legal successor(s), and any other (legal) entity using the GTDC16NLA.

Agreement: The Agreement between the Client and the Contractor including any change(s) agreed upon after its conclusion, and the agreed addition and reduction of work.

Parties: Client and Contractor.

Standard Package: The software that is or was put on the market by the Contractor as standard software in the general sense of the word, whether or not updated, set up, configured, modified or extended for Client's benefit.

Software: Standard Package and/or Customized Software.

Supplier: The party from whom the Contractor obtains the goods it offers.

VERBRUGGEN GROUP:

- Verbruggen Emmeloord Holding B.V., Chamber of Commerce registration number 39082253,
- Verbruggen Emmeloord B.V., Chamber of Commerce registration number 57374147,
- Verbruggen Control Systems B.V., Chamber of Commerce registration number 57374074,
- Verbruggen Palletizing Solutions B.V., Chamber of Commerce registration number 57373884.
- Verbruggen Palletizing Solutions Inc, Unified Business Id # 603319242.

Work: The item of a material nature or parts thereof to be created by the Contractor for the Client in the performance of the Agreement, such as, for example, an appliance, machine, semi-finished product, building, installation or other item.

Activities The work that the Contractor performs for the Client in execution of the Agreement for the provision of services to the extent that it does not involve the creation of a Work for the Client.

2 Applicability of the GTDC16NLA

2.1 Applicability These Terms and Conditions apply to every Offer, to every delivery by the Contractor, to every Agreement between Contractor and Client, and to all other legal relationships between Client and Contractor. Deviations from these GTDC16NLA are only effective to the extent that they have explicitly been confirmed in writing by Contractor to Client.

2.2 Authorized Persons Only those employees of the Contractor who are authorized to do so according to the Trade Register of the Chamber of Commerce have the power to perform legal acts on behalf of the Contractor. Legal acts performed by persons other than those authorized according to the Trade Register cannot be invoked against the party on whose behalf the legal acts were performed unless the Contractor has endorsed these legal acts in writing.

2.3 Mutual Priority Clauses To the extent that a clause in Parts B or C of the GTDC16NLA applies to the relevant Agreement or to any part of it, and a clause in Part B or C conflicts with a clause in Part A, the clause in Parts B or C shall prevail over the relevant clause in Part A with which it conflicts.

3 The Offer and the conclusion of the Agreement

3.1 Without obligation Every Offer is without obligation unless a time-limit for acceptance has been set in the Offer. An Offer without obligation can still be withdrawn Promptly after acceptance. In that case, no Agreement will have been concluded.

3.2 Sale via web shop Contrary to the other provisions of this article, if an order is placed via a web shop, the Agreement will not have been concluded until it is confirmed in writing by the Contractor to the Client by means of an Order Confirmation.

3.3 Non-written acceptance If the Offer or the acceptance or, as the case may be, the Offer and the acceptance have not been drawn up in writing, the Agreement will not be concluded until the Contractor confirms the conclusion and contents of the Agreement by means of an Order Confirmation, unless the Client Promptly objects to this in writing.

3.4 Provision of security At the Contractor's first request, the Client will provide adequate security to the Contractor at his own expense to guarantee due compliance with his obligations under the Agreement.

3.5 Hiring third parties The Contractor has the right to hire third parties for the purpose of implementing the Agreement concluded between the Parties, and to charge the ensuing costs to the Client in accordance with that Agreement.

4 Prices

4.1 Euros Unless it has been specified otherwise in the Offer, all prices are in Euros and exclusive of VAT, exclusive of import duties and other levies, taxes or excise duties, exclusive of packaging costs, exclusive of insurance costs, and exclusive of the costs of disposal.

4.2 Costs of transport and insurance in the Netherlands Unless otherwise agreed, the costs of transport and insurance for delivery within the Netherlands will be for the Client's account.

4.3 Costs of transport and insurance Abroad Unless it has been otherwise agreed regarding deliveries made outside the Netherlands, delivery will take place FCA - in compliance with the most current version of the Incoterms at the time the offer is made.

4.4 Other Costs The costs of assembly, installation, building in, extending, coupling, decoupling, construction, connection, adjustment, synchronization, calibration, validation, instruction, testing, inspection and commissioning are only included in the price or, for that matter, part of the delivery, if the Parties have agreed to this in writing.

4.5 Exchange rate fluctuations > +/- 2% In the case of an Offer without obligation, and also if this proviso is included in a binding Offer, the Contractor will have the right to adjust prices if the official currency parity at the time of delivery differs by more than 2% from the currency parity on the date on which the Offer was made, with the latter parity being set at 100.

5 Risk

5.1 Risk of transport in the Netherlands In the event of shipment within the Netherlands, the risk of theft, damage, destruction or deterioration will pass on to Client at the moment of delivery of the goods concerned subject to the other provisions of this article.

5.2 Transport risk within the gates The risk during transport on the Client's premises will at all times be for the Client's account unless the Client can prove that the damage was caused by intent or gross negligence on the part of the Contractor's management.

5.3 High-risk actions Except in cases of intent or gross negligence on the part of Contractor's management and if not agreed otherwise, the following risk will be for the Client's account: The risk of loss, theft, damage, destruction or deterioration of the Product delivered by the Contractor, of the property of the Client and that of third parties, as relating to the Contractor's activities for the purpose of, among other things, assembly, installation, building in, extending, coupling, decoupling, construction, connection, adjustment, synchronization, calibration, validation, instruction, testing, inspection and commissioning.

5.4 Risk of goods under Contractor If the Contractor has separated goods intended for the Client from his other stock items but has not yet delivered them for whatever reason, or if the Contractor keeps goods intended for the Client in his possession, e.g. for repair, inspection, calibration, validation, training, testing or for whatever purpose, the risk of loss, theft, damage, destruction or deterioration will be for the Client's account unless the risk in question has come about as a result of intent or gross negligence on the part of Contractor's management.

5.5 Risk of return shipment of goods to Client In the event the Contractor has the Client's goods in his possession for repair, inspection, etc., and these goods have to be shipped or transported for whatever reason, the risk of loss, theft, damage, destruction or deterioration during transport will be for the Client's account.

6 Delivery

6.1 Notification of transport damage, etc. The Client is obliged to notify the Contractor directly in writing within 24 hours of any shortages, defects and damage, in default of which the goods will be deemed to have reached the Client in good order, complete and without damage.

6.2 Deliveries in parts The Contractor has the right to deliver the goods to be supplied in parts and to charge for these parts separately.

6.3 Return shipment The return to the Contractor of goods, or part of the goods, delivered by the Contractor, no matter for what reason, can only take place after prior permission in writing and only in accordance with any shipping instructions given by the Contractor to the Client.

6.4 Non-acceptance of goods In the event the Client does not accept a delivery offered by the Contractor or has indicated that he will not accept it, or will accept it at a later date, the Contractor will be entitled to charge the Client for the goods concerned, and the Contractor will also have the right to store these goods (or have them stored) at his own discretion and at the Client's expense for as long as he deems advisable, without prejudicing any other rights conferred on him by law due to the Client's non-compliance.

6.5 Permits The Client must, on his own initiative and at its own expense, see to it that he obtains the permits, concessions, licenses, permissions and the like required for the Contractor to be able to comply with his obligations pursuant to the Agreement.

7 Guarantee

7.1 Warranty Period The standard warranty period for the Verbruggen Machine is 2,500,000 stacked units or no later than 1 year from the date of commissioning. The pertinent moment will be the earliest of the two criteria mentioned.

Parts that have been placed during a repair will have a warranty period of 1 year from the invoice date of those parts.

Wear-and-tear of parts, user damage, damage due to improper use, and consumables will never be eligible for warranty.

7.2 Warranty for Defects If parts are delivered or fitted by the Contractor to repair a Defect, the warranty period will not be renewed for these parts. The warranty period of the original delivery will remain unchanged.

7.3 Parts no longer deliverable If the Contractor is under an obligation by law or pursuant to the Agreement to deliver parts for of any of the goods previously delivered to the Client, this obligation will become void when the Contractor can no longer obtain them through the regular market channels under reasonable conditions.

7.4 Comparable goods/parts If the Contractor is obliged to replace any of the goods, or parts of these goods, delivered to the Client, he will be free to deliver a comparable item or part if, in his opinion, it is suitable for the same normal use for which the replaceable item, or a part of it, was suitable.

7.5 Consumables If the Parties have not made any agreements in writing as to the deliverability of consumables, the Contractor will not have to deliver consumables any longer after the agreed warranty period has ended.

7.6 Notification of a Defect during the Warranty Period If the Client has become aware of a Defect and wishes to make a warranty claim concerning the defective delivery, the Client will have to send notification of this Defect Promptly after discovering the Defect on penalty of forfeiting the right of warranty.

7.7 Shipment to the Contractor Goods eligible for warranty will have to be delivered to the Contractor by the Client, at the Client's expense, for examination and assessment. All costs as a result of this, such as costs in connection with building in and extension, installation, calibration, verification, start-up, loss of production, waiting time, production standstill, packaging, insurance and transport, will be for the Client's account. The warranty applies exclusively to parts. Always excluded from warranty or reimbursement are the costs of travel, accommodation, shipping, and labor.

7.8 Reimbursement of costs If, in the opinion of the Contractor, the goods sent to the Contractor under warranty prove to be free of Defects after inspection, or if the Client is not entitled to a warranty, the Client will be obliged to reimburse the Contractor for all costs of inspection, storage and shipment.

7.9 End of Warranty All warranty claims will immediately become void when, without the Contractor's written consent:

- changes, adjustments and/or repairs have been made on the Delivered Product;
- the Delivered Product is not, or has not been used or treated properly in accordance with the accompanying and/or applicable (manufacturer's) instructions or user manuals;
- the Delivered Product is, or has been used or treated improperly in any other way;
- a software modification or upgrade has been made to or with regard to the Delivered Product that has not been done by the Contractor himself or by a third party designated by the Contractor;
- the Delivered Product has been used or applied for purposes other than for which they are intended;
- the Delivered Product is, or has been used or applied in a manner that could not reasonably have been foreseen by the Contractor on the basis of the information provided by the Client to the Contractor before, or at the time of, concluding the Agreement.

8 Delivery Times

8.1 Supplies from abroad It may occur that the goods offered by the Contractor, such as parts, semi-manufactured products or raw materials required for their production, hereinafter referred to as 'Supplies from abroad', are supplied directly or indirectly from various continents and countries and/or are obtained from various Suppliers. The Contractor cannot rule out the possibility that, in exceptional cases, these 'Supplies from abroad' may be difficult to obtain or may not be available at all for some time as a result of, for example, scarcity of raw materials on the world market, environmental disasters, pandemics, and significant fluctuations on the supply side. As a result, it is not always possible for the Contractor to predict, as soon as the order is placed, exactly when the delivery will be possible. In order to, nevertheless, inform the Client as accurately as possible, the Contractor will use the procedure described in the following paragraphs of this article.

8.2 No deadlines In his Offer, the Contractor will quote the estimated delivery times. After the Agreement has been concluded, the Contractor can verify these estimated delivery times and confirm them to the Client. The verified delivery times may differ from the estimated delivery times in the Offer. Neither the estimated delivery times nor the verified delivery times are deadlines.

8.3 Use of Deadlines If, at the Client's request, the Parties have agreed that deliveries should be made on a specific day and if, before or at the time of concluding the Agreement, it has been made known in writing that later delivery is not acceptable, the Contractor will not be in default with regard to exceeding the agreed delivery times until he has received a written notice of default and has been granted a reasonable period within which to make the delivery even then. In determining what the reasonable period should be, account must be taken in any event, but not exclusively, of the currently applicable delivery periods and production lead times, the duration of whatever transport(s) may be required, and the availability of raw materials and construction materials.

9 Force Majeure (Non-Attributable Default)

9.1 No obligation in the event of force majeure Neither Party will be obliged to comply with any obligation, including any warranty obligation agreed between the Parties, if he is prevented from doing so as a result of force majeure.

9.2 Scope Force majeure is also understood to mean, among other things:

(I) force majeure on the part of Contractor's Suppliers, (II) non-compliance with obligations by Suppliers that have been prescribed by the Client to the Contractor, (III) defectiveness of goods, equipment, software or materials of third parties the use of which has been prescribed by the Client to the Contractor, (IV) government measures, (V) power cuts, (VI) malfunction of the Internet, service providers, computer network or telecommunications facilities, (VII) war, (VIII) understaffing, (IX) strike, (X) general transport problems and (XI) the unavailability of one or more employees whose personal efforts are necessary in order to have compliance, (XII) terrorist attacks or occupations, (XIII), epidemics and pandemics, (XIV) financial crises, (XV) failure of the payment system of the banks concerned.

9.3 Termination If a situation of force majeure lasts longer than ninety days, either Party will have the right to terminate the Agreement by sending a written notification. In that case, payment for work already performed under the Agreement will be settled proportionately, without the Parties owing each other anything else. The Parties will make the relevant payments without delay.

10 Security and Retention of Title

10.1 Creation of a new object If the Client creates a new object (partly) from goods supplied by the Contractor, the Client will create the newly created object for the Contractor's benefit until the Client has met all his obligations *vis à vis* the Contractor pursuant to the Agreement. In that case, the Contractor will retain all rights as the owner of the newly created item until such time as the Client has paid in full. By entering into the Agreement with the Contractor, the Client gives the Contractor permission to access his premises in order to take possession of his property.

10.2 Extended Reservation Without prejudicing the provisions regarding risk and its transferability, all goods delivered by or on behalf of the Contractor will remain the property of Contractor until the Client has met all his payment obligations *vis à vis* the Contractor.

10.3 Good care – For as long as the goods delivered by or on behalf of the Contractor still belong to the Contractor pursuant to the provisions of this article, the Client will be obliged to keep these goods separated from other goods in such a way that they are easily and clearly recognizable as Contractor's goods.

10.4 Reclamation In the event of non-payment of any amount due and payable by the Client to the Contractor and, furthermore, in the event the Agreement ends other than by completion, the Contractor will have the right to reclaim the goods in respect of which his retention of title applies, and to take the relevant measures (or have them taken) while setting off any payments already made regarding those goods, without prejudicing the Contractor's right to claim compensation for any loss or damage. In the event of such non-payment or termination of the Agreement, any claim which the Contractor has against the Client will become immediately due and payable.

10.5 Recovery of goods At the Contractor's first request, the Client is obliged to provide a power of attorney for the immediate recovery of the goods not yet paid for in full, wherever they may be located. The Client undertakes to cooperate, at the Contractor's first request and give the Contractor the opportunity to effectuate his retention of title, including any dismantling, removal, sealing, disconnecting, etc. that may be required.

10.6 Consequences of sale In the course of his normal business operations, the Client will have the right to sell or use goods that are subject to a retention of title in favor of the Contractor. However, no security right may be established on these goods, and the Client is not allowed to perform any

acts, or have them performed, in respect of these goods by which they would become a part or component of any other goods. In the event goods are transferred that are still subject to retention of title in favor of Contractor, the Client will be obliged to retain title to these goods for himself and, on the Contractor's first demand, assign all claims against the Client's debtor to the Contractor up to the amount owed.

11 Prevention of damage, notification of Defects

11.1 Notification of Defects The Client is obliged to send the Contractor written notification of a Defect Promptly after he has become aware of it or could or should reasonably have become aware of it. The notification of the Defect must be so specific that it is clear to the Contractor, without further inquiry, what the nature of the Defect is and what action may reasonably be expected of him. When sending notification of the Defect, all relevant circumstances that are or could be important for assessing the reason for the Defect must be described.

12 Liability

12.1 The Contractor is not liable for any damage that has been, or will be, suffered by the Client, of whatever nature and/or scope, in connection with or arising from the implementation of the Agreement, including damage to goods owned by the Client (or Third Parties), as well as indirect damage, including, for example, trading losses, consequential losses, loss of profits, lost savings, and damage due to business interruption.

12.2 Contractor will never be liable to Client for damage and/or costs, of whatever nature and/or scope that are in any way related to, or the consequence of acts, omissions, errors and/or the quality of the work delivered by Third Parties engaged by the Contractor in the implementation of the Agreement.

12.3 The provisions of paragraphs 1 and 2 do not apply in the event of an intentional act or an equivalent act of gross negligence on the part of the Contractor. In this regard, a series of related losses/incidents are considered to be one loss/incident.

12.4 If the Contractor is liable for direct damage to the Client, then any liability on the part of the Contractor will be limited to the amount paid out in the applicable case under his liability insurance policy, plus the amount of excess that is not for the account of the insurer according to the policy terms. If, and to the extent that, for whatever reason, no payment is made under the liability insurance, liability will be limited to a maximum of 50% of the invoice amount, or the amount invoiced over a period of 12 months (in the case of continuing performance contracts).

12.5 Direct damage is exclusively understood to mean:

- the reasonable costs of determining the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these Terms and Conditions;
- any reasonable costs incurred to make the Contractor's defective performance conform to the Agreement, unless they cannot be attributed to the Contractor;
- reasonable costs incurred to prevent or limit damage, insofar as the Client demonstrates that these costs have resulted in limiting direct damage as referred to in these Terms and Conditions.

12.6 If the Client has not yet been invoiced in a given case, the term 'invoice amount' in the aforementioned text of this article should read "the agreed fixed price" or "current price" that would be charged to the Client for the activities that have caused the damage.

12.7 The Client will indemnify the Contractor against any third-party claims for damage in connection with the Agreements implemented by the Contractor, unless it has been legally established that these claims are the result of an intentional act or an equivalent act of gross negligence on the part of the Contractor and the Client furthermore shows that he cannot be blamed in this respect. The Client will also indemnify the Contractor against all third-party claims, including warranties, in the event the Contractor's products are resold.

12.8 The Client cannot successfully invoke the warranty, nor hold the Contractor liable on any other grounds, if the damage has been caused:

- by inexpert use, or by a use contrary to the purpose of the delivered goods or the instructions, recommendations, user manual, information leaflets, etc. provided by or on behalf of the Contractor;
- by improper storage of the delivered goods;
- by errors or omissions in the information provided to the Contractor by or on behalf of the Client;
- by directions or instructions given by or on behalf of the Client;
- because repairs or other activities or processing work have been carried out on the delivered goods by or on behalf of the Client without the Contractor's express prior permission.

12.9 Furthermore, the Contractor will not bear any liability if the Contractor's default is due to:

- industrial action among Third Parties or among his own employees;
- shortcomings of auxiliary persons;
- transport problems;
- fire and loss of deliverables;
- measures taken by a domestic, foreign or international government, such as import bans or trade prohibitions, or due to a pandemic;
- violent or armed actions, or
- disruptions of the energy supplies, communication links, or the Contractor's equipment or software.

12.10 The period within which Contractor can be held liable shall be a maximum of six (6) months from the time the damage-causing event was discovered.

13 Intellectual Property Rights

13.1 Ownership All rights of intellectual property, hereinafter referred to as 'IP', with regard to the goods delivered, developed or made available by the Contractor to the Client - including Documentation, inventions, ideas, software, ICs, data files, diagrams, equipment, samples, circuits, methods, set-ups, installations, solutions, analyses, designs, reports, price quotations - are vested exclusively in Contractor or in his licensor(s) or his Supplier(s).

13.2 Right of Use of Deliveries Regarding the agreed deliveries, unless otherwise agreed in writing, and if applicable, the Client will acquire only the perpetual, non-exclusive and non-transferable rights of use for the intended specific application of the Delivered Product and exclusively for use in the country where the delivery was to be made according to Agreement.

Regarding the infringement of an IP right outside the Netherlands, the Client will not be able to assert any claim against the Contractor and will not be entitled to any redress.

13.3 Exclusion of liability regarding IP The Contractor is not liable for the infringement of any intellectual property right or any other exclusive right resulting from:

- a modification made to an item sold or delivered by or on behalf of the Contractor;
- any use or application of such an item other than what was prescribed by the Contractor or what the Contractor was entitled to assume under the Agreement;
- the integration, use, or application with items not sold or delivered by or on behalf of the Contractor, including (parts of) systems and networks;
- a software modification not made by or on behalf of the Contractor.

14 Payment

14.1 Payment terms Unless otherwise agreed, the payment term is thirty (30) days after the invoice. The Client does not have the right to set off or to suspend a payment.

14.2 Late payment If the Client fails to pay the amounts due by him to the Contractor on time, the Client will owe default interest on the outstanding amount at a rate of 1% per month or part of it, without a reminder or notice of default being required. In addition, the Contractor will be obliged to reimburse the actual legal and extralegal costs incurred, with a minimum of EUR 500.

14.3 Complaints regarding the invoice Complaints regarding an invoice will have to be submitted to the Contractor in writing within 8 (eight) days of the date of that invoice.

15 Termination of the Agreement

15.1 Interim termination by the Client is not possible.

15.2 Termination or compliance If the Client is in default, this will give the Contractor the power to terminate the Agreement in whole or in part without prejudicing his power to demand compliance. Termination of the Agreement by the Client is excluded.

15.3 Immediate termination The Contractor may terminate the Agreement with immediate effect without notice of default if the other Party is declared bankrupt, has assigned his assets, or is granted a (provisional or definitive) suspension of payments, or if all or part of the other Party's assets are seized, or if the other Party's business is liquidated or terminated.

16 Applicable law and disputes

16.1 Dutch law Each Offer made by the Contractor, each Agreement entered into by, or on behalf of, the Contractor, and any other legal relationship between the Parties will be governed by Dutch law. The applicability of the 1980Vienna Sales Convention is excluded.

16.2 Choice of forum Disputes arising from an Agreement concluded between the Contractor and the Client will be submitted exclusively to the competent court in the district in which the Contractor is located, without prejudicing the Contractor's right to choose a competent court in some other district.

17 Modification, confidentiality, language

17.1 An amendment to the Agreement can only be agreed on in writing.

17.2 If any provision of this GTDC16NLA is wholly or partially invalid and/or unenforceable, this will in no way affect the validity of all the other provisions of this GTDC16NLA. If any provision of this GTDC16NLA is not valid for any reason referred to in the preceding sentence, but would be valid if it had a more limited scope or purport, then this provision will automatically apply with the most far-reaching or extensive (more limited) scope or purport that would preserve its validity.

17.3 Without the written permission of the Contractor, the Client is prohibited from copying or multiplying the Documentation, or parts of it, from publicizing it parties, or having it publicized, to third parties, from allowing it to be used by third parties, from selling it to third parties, or from making it available to third parties, in any way whatsoever.

17.4 The GTDC16NLA drawn up in the Dutch language will have precedence over the GTDC16NLA translated into English or another language.

PART B: Regarding Agreements for the performance of Activities and for the contracting of Work.

18 Applicability

18.1 Activities and Work The provisions in Part B of the GTDC16NLA apply to all legal relationships between the Client and the Contractor concerning the performance of Activities and the contracting of Work without prejudicing the applicability of the provisions of Part A of the GTDC16NLA, which, if applicable, also apply to the performance of Activities and the contracting of Work.

19 The Order

19.1 Scope The scope of the Order and the specifications to be met by the Delivered Product are exclusively determined by what the Parties have agreed upon in writing in this regard.

19.2 Best-efforts obligation The Activities to be performed by the Contractor is in the nature of a best-efforts obligation, unless it has explicitly been agreed on that it is in the nature of an obligation of result.

20 Scope

20.1 Basis for the Activities and Work The Contractor will perform the agreed Activities and create the agreed Work based on the Design Data.

20.2 Accuracy of the Design Data The Client guarantees the accuracy and completeness of the Design Data. If, in the opinion of the Contractor, there are imperfections in the Design Data, he will have the right to suspend his Activities until the imperfections have been removed by the Client. In such a case, the Client will owe the Contractor the applicable payment for what has already been done in the implementation of the Agreement, without prejudicing the Contractor's right to compensation for damage, while the Contractor will then also be entitled to charge extra costs at his usual rates. The Client cannot derive any right to compensation from the suspension by the Contractor, regardless of its legal basis.

20.3 Client's duty to provide information The Client has the obligation to duly inform the Contractor of all relevant data and circumstances that are within his domain and may be relevant to the implementation of the Agreement.

21 Facilitation by Client

21.1 Client's obligations Except if it has been expressly agreed otherwise, the Client himself will take care of (to the Contractor's satisfaction and in a timely manner):

- groundwork, paving, pile-driving, demolition, foundation, concrete, carpentry and upholstery work, or any other ancillary work of whatever nature;
- good and constant accessibility of the place(s) and guidance to/at the place(s) to which Contractor must have access for carrying out the Order;
- drawings, Documentation, plans, diagrams, and explanations regarding the Client's premises as required by the Contractor;
- the assistance required for the placement or relocation of items which cannot reasonably be handled by two people, as well as the hoisting- and/or lifting equipment and similar tools that need to be used;
- making available, setting up, and, after the Contractor has completed his Activities, removing the scaffoldings, platforms, and ladders;

- the supply of fuels, energy and ancillary materials such as compressed air, gas, water, electricity, gas oil and petrol, supply- and drainage pipes, and the required power points as may be required for the execution of the Order and for any testing and commissioning that may need to be done;
- the provision of switching- and safety equipment and cables for the electric motors and/or other electrical equipment to be delivered or used, with the exception of starting- and control resistors that form part of the electrical equipment;
- making available during the execution of the Order, in the immediate vicinity of the place(s) where the Order is to be executed, a dry, heated, and illuminated room of sufficient size that can be locked separately and can be used as accommodation for the workmen involved and for the storage of the materials and tools to be processed or used and the personal possessions of the workmen, as well as the provision of a toilet;
- work required to restore and make usable again parts that are dirty, damaged, in disarray, or out of order, unless the pollution or damage was caused by the Contractor's subordinates;
- starting up and/or keeping operational and/or deactivating installations that are under the Client's management, in as far as required or desired for fulfilling the Order;
- adequate lighting and, if applicable, bringing and keeping the place(s) where the Order is to be executed at the required or desired temperature and humidity, so that the Activities or the Work can be carried out without difficulty;
- making requests and making timely payments for supply lines, connections, municipal taxes, nuisance permits, permits under the Environmental Management Act and other legislation relating to the environment, building permits and other statutory requirements.

21.2 Additional costs If, solely in the Contractor's judgement, the Client has failed to adequately comply with his obligations under the provisions of the preceding paragraph, the resulting additional costs incurred by the Contractor will be for the Client's account.

21.3 Redundant materials Replaced, spilled, or removed materials will become the property of the Contractor unless he does not exercise that right.

22 Additional/less work

22.1 Changes/extensions/limitations The Parties can only agree on a modification, addition or reduction of the agreed Activities or the Work in writing. If a fixed price has been provided for in the Agreement, the Contractor will inform the Client of the financial, time-related and other consequences of the desired change.

22.2 Necessary change If, in connection with the performance of the Activities or the Work, the Contractor is of the opinion that a change and/or extension to the Work is necessary or (in all reason) desirable, he will inform the Client of this. If the Client subsequently does not agree to the proposed change(s) and/or extension(s) and the related price change in writing within 14 (fourteen) days, the Contractor will have the right to suspend the fulfilment of his obligations *vis à vis* the Client. In that case, the Client will be obliged to pay the Contractor a compensation based on the Contractor's applicable rates for the Work already performed and the goods already delivered, without prejudicing the Contractor's right to receive compensation for the loss he has incurred.

22.3 Payment for additional work Unless otherwise agreed, additional work can be invoiced separately by the Contractor after this additional work has been completed in the Contractor's opinion.

23 Delivery and Acceptance

23.1 Milestones If it has been agreed that the Order will be executed in phases, the Contractor has the right to postpone or suspend (any part of) the Activities and deliveries relating to a subsequent step or phase until the Client has approved the results of the preceding step(s) or phase(s) in writing in accordance with the agreed test criteria.

23.2 Test period If not agreed otherwise, Client will subject the Delivered Product to an Acceptance Test within the test period of 8 (eight) business days, to be counted from the moment the Contractor has announced that the Delivered Product is ready for acceptance. If the Client has not subjected the Delivered Product to the Acceptance Test within 8 business days, this will constitute a Purchase.

23.3 Extension of the test period If, during the Acceptance Test, it appears that the progress of the test(s) is hindered by a Defect of the Delivered Product, the Client will notify the Contractor of this in writing, in as much detail as possible. In this case, the Test Period will be interrupted until the Delivered Product is again offered for the Acceptance Test by the Contractor. The Test Period will then proceed again.

23.4 Notification of Defects in the Delivered Product during tests The Client will notify the Contractor Promptly, in writing, and in a properly substantiated and documented way, of any Defect that comes to light during the Acceptance Test or during the warranty period. The Contractor will not be obliged to repair a Defect until he has received from the Client all the information available and necessary for repairing the Defect.

23.5 Acceptance If an Acceptance Test has been agreed upon and a Defect is discovered during such test, this Defect must be reported immediately in accordance with the provisions of these terms and conditions. If no Defect has been reported Promptly after the Acceptance Test, subject to the provisions of these terms and conditions, the delivery will be deemed to constitute Acceptance. Minor Defects that do not reasonably prevent the commercial use of the Delivered Product will be remedied by the Contractor at a time to be agreed on by the Parties. Minor Defects do not prevent a Purchase.

23.6 Test Report The results of the Acceptance Test will be recorded in writing and made available to the Client. After successful completion of the Acceptance Test, a Test Report will be prepared on the same day and signed by both parties. Minor Defects will not prevent the Acceptance Test from being signed. After successful completion of the Acceptance Test, there will be a Purchase.

23.7 Test criteria The test criteria must preferably be agreed on in writing by the Parties before or when the Agreement is concluded. Criteria agreed at a later date will apply only if they have been confirmed in writing by the Contractor to the Client. The Client cannot claim that the Delivered Product does not meet certain requirements if these requirements are not part of the agreed test criteria. Failure to meet the test criteria will constitute a Defect.

23.8 Purchase The Delivered Product has been duly delivered and accepted at the first of the following moments in time:

- the moment when the Client has inspected the Delivered Product after testing it in accordance with the agreed test criteria and has not found an essential Defect in the process;
- the moment when the test period has ended, counting from the day following the day on which Contractor has notified Client in writing that the Delivered Product is ready for purchase and the Client has failed to test the Delivered Product within the test period;

- the moment when the test period has ended, counting from the day following the day on which the Contractor has notified the Client in writing that the Delivered Product is ready for purchase and the Client has not informed the Contractor in writing of an essential Defect (as described in article 33.9) in the Delivered Product;
- the moment when the Client has actually put into operation the Delivered Product, or the installation of which it forms a part, or has become a part after being built in.

PART C: regarding development and delivery of Software

24 Applicability

24.1 Deliveries of Software The provisions of Part C of the GTDC16NLA apply to all legal relationships between the Client and the Contractor regarding the development and/or delivery of Software or adaptations to it, without prejudicing the applicability of the provisions of Part A and Part B of the GTDC16NLA.

24.2 Explanation regarding Software The design, creation or writing of Software and related work must regarded as the provision of services. Within the GTDC16NLA, the creation of Software falls under Activities (see also article 1.19).

25 General

25.1 Licensing agreement If the Contractor supplies Software and the modalities of its use are not regulated in a separate licensing agreement, the provisions of Part C of the GTDC16NLA apply to the supply and use of that Software to the extent applicable. If the use is governed by a separate licensing agreement regarding the Software delivered by the Contractor, the provisions in that licensing agreement will prevail over those in Part C of the GTDC16NLA.

25.2 Service/maintenance agreement If a service/maintenance agreement has been concluded by the Parties with respect to Software delivered by the Contractor, its provisions regarding the notification and repair of Defects, the maintenance of old releases, and the costs involved will prevail over the relevant provisions of Part C of the GTDC16NLA.

25.3 Scope of the right of use Upon delivery of the Software, the Client will acquire a non-transferable, non-exclusive right of use with regard to the Software for his own use, for an indefinite period of time, for the application for which the Software was sold, and for the location for which the Software was sold. Unless otherwise agreed, the right of use referred to in the above will take effect at the time when the Client has met all his obligations *vis à vis* the Contractor. The right of use does not include the right to modify or adapt the Software and is not transferable.

25.4 Own use and further development The Contractor is at all times entitled to use, apply, further develop (or have others develop), and sell to third parties the Software developed by him, on his behalf or on his instructions.

25.5 Warranty Unless otherwise agreed, and in deviation from the period mentioned in article 14.3, the warranty period with regard to Software is 3 (three) months from the time of delivery. Unless otherwise agreed, the Contractor does not guarantee that the Software he has delivered is suitable for the intended and/or actual use by the Client.

25.6 Software is not error-free The Contractor does not guarantee that the Software will be error-free, will function without interruption or without Defects, or that all Defects will be repaired or corrected.

25.7 New Releases If a maintenance agreement has been made with regard to a Standard Package developed by the Contractor, the Contractor will make an improved version of the Standard Package available to the Client whenever it comes onto the market.

25.8 Old releases After a period of three (3) months from the date of putting of a new version of a Standard Package onto the market, the Contractor will no longer be obliged to repair Defects in an older version. If a new version of the Standard Package offers new options and/or features in comparison to older versions, the Contractor will have the right to charge a fee for making the new version available.

25.9 Third-party package If the Contractor does not make a Standard Package available which he has developed himself but grants the right to use a Standard Package in accordance with the provisions of a user- or licensing agreement of, or with, a third party, or if maintenance with regard to a Standard Package is carried out on the basis of, or in accordance with the provisions of an agreement between the Contractor and a third party, only the provisions of the relevant agreement(s) of the Contractor with the third party or parties will apply. By entering into the Agreement, the Client authorizes the Contractor to purchase the software necessary for carrying out the Order and to agree to the applicable licensing terms.

25.10 Personal Data Protection Act The Client indemnifies the Contractor against claims from third parties whose personal data have been registered or are being processed if these claims relate to data and Software delivered by the Contractor to the Client, or if they relate to data processed by the Contractor for the Client.

25.11 Source code customization Unless otherwise agreed, the source code is not part of the Customized Software to be delivered.

25.12 Right of use comprises one installation The Standard Package may only be used by the Client on one processing unit, providing that, in the event of a possible malfunction, the software of the Standard Package may temporarily be used on a second processing unit, but only until such time as the malfunction has been remedied.