

ASPERITAS GENERAL TERMS AND CONDITIONS AS OF JULY 20, 2021

These general terms and conditions have been drawn up on behalf of Aecorsis BV acting through its tradename Asperitas.

1. Definitions

1.1. **Activities:** The activities that Asperitas conducts or conducted for the Client based on the Agreement other than those concerning Work, such as feasibility studies, advice, developing, building, supplying and/or designing mechanical and electro-technical installations, service and maintenance, assembly-, disassembly-, installing, un-installing, linking- and unlinking-, building-in, erecting, dismantling-, demolition-, synchronisation-, calibration-, validation-, configuration-, adjusting- and setting activities, putting into operation, testing, gauging, inspection, inventory, schooling, workshops, supervision, etc.

1.2. **Agreement:** Any agreement entered into by and between the Client and Asperitas, including any change(s) that came about after the conclusion of the Agreement.

1.3. **Client:** an opposing party or customer of Asperitas and the legal entities affiliated with said party or customer.

1.4. **Confidential Information:** the Offer, Agreement, Items/Services as well as Documentation, correspondence, information, knowledge and/or data relating to Asperitas, supplied by Asperitas and/or otherwise in the possession of and/or that has come to the knowledge of the Client in the context of the preparation, conclusion and/or execution of the Agreement.

1.5. **Delivery:** as referred to in articles 3:84 and 3:90 Dutch Civil Code, meaning that the required transfer of possession takes place as soon as the goods: (i) leave the premises of Asperitas or come into the possession of the Client, whatever occurs first.

1.6. **Documentation:** Any pamphlets, product information, factory drawings, instruction manuals, test certificates, catalogues and folders supplied by Asperitas (if any), as well as all data supplied in or as part of an Offer and/or the compliance of the Agreement, such as for example but not limited to: designs, drawings/images, plans, descriptions, written explanations, ideas, models, samples, tables, diagrams, calculations and all other information.

1.7. **Equipment:** The equipment listed in the Agreement as subject of the sale.

1.8. **GTCD2021:** These general terms and conditions as per the above table of contents..

1.9. **In Writing:** Correspondence per telefax, registered letters, bailiff's notification or regular post. This also includes correspondence per electronic medium (such as e-mail, app or a web-form) insofar as neither Party has demonstrably objected to the use of the electronic medium concerned. With regards to (receipt of) correspondence per electronic medium only the data registered on the server(s) of or used by Asperitas will serve as proof, save evidence to the contrary to be provided by the Client.

1.10. **Item/Service:** The item/service supplied or to be supplied by Asperitas to the Client based on the Agreement, including the Equipment, Work and/or Activities listed in the Agreement as subject of the sale.

1.11. **Offer:** Every offer made by Asperitas to the Client, including but not limited to quotations, price lists and other statements, whether or not by representatives, agents and/or employees of Asperitas as well as relevant information contained in mailings from Asperitas or its website.

1.12. **Parties:** Client and Asperitas.

1.13. **Party:** One of the Parties.

1.14. **Shortcoming:** There is a Shortcoming if, based on the Agreement, the Item/Service does not comply with the agreed upon written specifications and/or does not possess the feature(s) that Asperitas explicitly confirmed to the Client In Writing in 1.15. **Supplier:** The Party from whom Asperitas purchases/purchased the Items/Services.

the Agreement.

1.16. **Without Delay:** As soon as reasonably possible yet no later than within two business days.

1.17. **Work:** The item of a material nature or parts thereof that are realised or to be realised by Asperitas for the Client based on the Agreement, such as for example a piece of Equipment, machine, semi-finished product, structure, installation or some other item.

2. Applicability

2.1. The GTCD2021 apply to all Items/Services and deliveries and are a part of all legal relationships between Asperitas and the Client, including all Offers and Agreements and they also apply to all precontractual situations between Asperitas and the Client, including negotiations, also in the event these do not lead to the conclusion of an Agreement.

2.2. Deviating conditions exclusively apply to the extent they have been expressly accepted In Writing by Asperitas and are only effective for the relevant Agreement(s). Modifications and additions to any provision in the Agreement or the GTCD2021 are only effective if they have been confirmed In Writing by Asperitas.

2.3. In the event of incompatibilities, inconsistencies or differences between the GTCD2021 and an Offer and/or Agreement, the Offer or Agreement prevails. If the Offer and the Agreement are inconsistent, then the last one to have been agreed upon In Writing prevails.

2.4. A waiver of rights by Asperitas can only take place by way of a written notification to that effect. If Asperitas does not exercise any of its rights pursuant to the Agreement or postpones its exercise, this cannot be considered as a waiver of that right nor of any other right pursuant to the Agreement.

3. Offer and Agreement

3.1. An Offer is always non-committal and subject to contract, both regarding price, content, implementation, and as to delivery time and availability. If an Offer is accepted by the Client, Asperitas has the right to revoke this Offer free of charges Without Delay after receipt of the acceptance. An Offer is drafted with the greatest possible precision. Things may however change, such as prices (for example of raw or other material). The relevant information is therefore only binding for Asperitas if it is emphatically confirmed by Asperitas In Writing. Offers are based on information provided by the Client. In case an Offer is not accepted by the Client, Asperitas has the right to bill all costs it has had to incur to make the Offer to the Client.

3.2. If an Offer contains multiple Items/Services, the Offer only applies as a whole and the Client is not entitled to accept only part of the Items/Services offered, regardless of whether the relevant Offer mentions a price per item.

3.3. If the Agreement is not laid down In Writing and Asperitas nevertheless commences performance of the Agreement with the Client's explicit or implicit consent, the contents of the Offer will be deemed to constitute the Agreement. For Items/Services for which, for reasons of nature and size, no Offer and/or order confirmation is sent, the invoice counts as proof of the Agreement. The invoice is deemed to specify the content of the Agreement completely and correctly, save evidence to the contrary to be provided by the Client.

3.4. Documentation provided by or on behalf of Asperitas will only bind Asperitas insofar as the Offer explicitly refers to data in this Documentation. Asperitas will provide agreed upon Documentation in single copy.

3.5. Notwithstanding paragraph 2 of article 7:408 Dutch Civil Code, until Delivery, Asperitas is entitled to terminate (*opzeggen*) the Agreement immediately, without taking into considering a notice period, if it feels that there are good reasons to do so, without any liability arising on its part to pay damages. Termination takes place In Writing. If, according to Asperitas, the Client requests a change to the Agreement tardively or a change that is too far-reaching, this qualifies as a good reason as referred to in this article.

3.6. Agreements are entered into under the suspensive condition that the information to be obtained by Asperitas shows that the Client is sufficiently creditworthy.

3.7. Upon first request to that effect from Asperitas, The Client is bound to settle advance payments to the amounts as indicated by Asperitas. Asperitas also has the right to demand sufficient security from the Client, at the latter's expense and risk. The Client is always obligated to lodge (additional) security upon first request, such as, for example, a bank guarantee or a lien. If the Client is in default with lodging the security required, Asperitas is authorised to suspend the activities or to rescind (*ontbinden*) the Agreement. The Client is obligated upon first request to have established a lien (possessory or not) to the benefit of Asperitas on movable property as well as on all current as well as future claims of the Client towards third parties, and such as a security for payment of all existing and future claims of Asperitas towards the Client, also including those on account of collection costs, interest and fines. The Client declares to be authorised to pledge. The Client thereby grants an irrevocable authorisation to Asperitas to establish such a lien on behalf of the Client, for the benefit of Asperitas.

3.8. Asperitas is entitled to outsource the performance of all or part of the Agreement to third parties and/or to have third parties perform all or part of the Agreement, without the Client's consent being required. Each Agreement or orders issued to Asperitas implies the authority on the part of Asperitas to engage third parties and to accept any limitations of liability of third parties on behalf of the Client. Asperitas is not liable for the

choice or any shortcomings of these third parties, except in case of intent or wilful recklessness on the part of Asperitas' management. To the extent permitted by law, the applicability of 6:76 Dutch Civil Code is excluded. Engagement by the Client of third parties in the performance of the Agreement requires the express prior written consent of Asperitas.

3.9. Any amendments to the Agreement can only be agreed upon In Writing. If an amendment to the Agreement is agreed upon, then the Client must pay Asperitas the price as agreed upon for the Item/Service already supplied by Asperitas at the time of the amendment. The Client must also reimburse Asperitas for the costs incurred further to the amendment, such as the cost of materials or manpower already purchased, price changes on the part of Suppliers or the costs as a result of the cancellation of deliveries that were initially necessary to comply with the original Agreement. In case of an amendment Asperitas has the right to also amend delivery times and completion times.

3.10. Agreements cannot be terminated (*opzeggen*) by the Client without express prior written consent of Asperitas, unless the Parties have reached agreement In Writing regarding the compensation to be paid by the Client to Asperitas for such termination. The Agreement will continue to exist until the agreed upon compensation has been received by Asperitas. If the agreed price was based on the purchase of a certain volume and a lower volume is purchased as a result of termination, the aforesaid compensation shall include the difference between the agreed price and the higher price based on the actual volume purchased.

4. Confidentiality

4.1. The Client must observe confidentiality regarding the Confidential Information, except insofar as it concerns Confidential Information that is publicly known, other than as a result of an attributable shortcoming or wrongful act on the part of the Client, or except insofar as it must be disclosed pursuant to an applicable and binding legal provision, ruling or regulation, or until the moment that Asperitas has given its express prior written consent for the complete or partial removal of the obligation of confidentiality.

4.2. The Client undertakes vis-à-vis Asperitas to use the Confidential Information solely for the legitimate purpose for which the Confidential Information was provided or rightfully obtained.

4.3. The Client undertakes to make the Confidential Information available to third parties and/or employees only if and insofar as this is necessary for the performance of the Agreement and not before the Client has imposed on those third parties and/or employees a confidentiality obligation equal to that contained in the GTCD2021.

4.4. Each Offer and Agreement is strictly confidential. The Client must not use and/or disclose these, not even for marketing and/or commercial purposes.

4.5. If the Client is required to disclose certain information by virtue of an obligation under the law, a binding regulation or a binding judicial ruling, it must inform Asperitas In Writing in good time prior to such disclosure and it must cooperate with Asperitas in order to disclose as little information as is permitted or to take legal action in order to avoid disclosure all together.

4.6. It is strictly forbidden for the Client to analyse, disassemble or decompile Confidential Information and the (identification) data it contains for the purpose of determining their composition or for reverse engineering or to copy, modify or exploit these data. Moreover, it is strictly forbidden for the Client to change, remove or bypass any indication(s) concerning *inter alia* the confidential nature or concerning copyrights, brands, trade names or any other intellectual property right from the Confidential Information (including software and data files) or have them changed, removed or bypassed.

4.7. The obligation of confidentiality remains in full force and effect even after Delivery or termination of the Agreement.

4.8. In the event of any breach of (any of) the obligation(s) set forth in this article, the Client shall forfeit, without any notice of default or any other prior declaration being required, to Asperitas or its legal successor(s) a penalty, that is immediately due and payable and that is not subject to deduction, suspension or set-off, in the amount of EUR 10.000,- (ten thousand euros) per breach, to be increased by the amount of EUR 500,- (five hundred euros) for each day or part of a day that such breach continues, insofar as it is a continued breach. To the extent necessary and permitted by law the Parties explicitly agree that this penalty qualifies as liquidated damages (*forfaitaire vaststelling van reële te lijden schade*). This penalty is without prejudice to the right to compensation, insofar as the damages incurred exceed the total forfeited penalty, to demand performance, to initiate and conduct proceedings (including any interlocutory proceedings), the right to obtain a judicial prohibition and/or to terminate all existing business relationships and Agreements (if any) with the Client (without having to take into account any notice period), in addition to all other rights arising from the law. The amount of the penalty is increased by the statutory commercial interests as per article 6:119a of the Dutch Civil Code, that become payable as of the day the penalty is due.

4.9. Subject to the express prior written consent of Asperitas, it is strictly forbidden for the Client to enter into contact with third parties involved in the Agreement, that are or were engaged by or on behalf of Asperitas.

5. Prices and Delivery

5.1. All prices are exclusive of VAT and all other taxes, levies, duties or charges. Prices furthermore are exclusive of costs for special or specific packaging requested by the Client, transport, insurance, Delivery, installation, linking, construction, connecting, adjusting, synchronizing, calibration, validation, gauging, instruction, tests, inspection, dismantling, service /maintenance and the like, unless emphatically agreed otherwise In Writing in the Agreement.

5.2. Unless established otherwise In Writing, Asperitas supplies all Items/Services EXW Amsterdam, the Netherlands (or its principal place of business in that country), Incoterms® 2020. The Client is responsible for all collecting, transport, etc. to and from said location. The Client bears all risks, including such resulting from loss, theft, damage, perishing, deterioration and the like associated with transportation of Items, regardless of the reason for the transportation and who arranged it.

5.3. Asperitas has the right to adjust prices, in any case if the official currency rate on the date of the Delivery differs more than 2% from the currency rate on the date of the Offer/Agreement.

5.4. The Client makes sure and warrants that Asperitas can supply the Items/Services undisturbedly at the location indicated by Asperitas and at the established time and that during the performance of the Agreement Asperitas will have at its disposal the required facilities, such as gas, water, electricity, heating; closable dry storage space as well as all facilities prescribed on grounds of health and safety legislation. The Client is obliged to ensure that at the location all pre-requisites regarding the Items/Services have been met, in accordance with the Site Guideline, such as the floor bearing capacity, temperature, humidity, technical environment requirement, adequate water supply, electricity, internet and the like. In any case, the Client shall provide a proper installation site with the proper technical environment conditions and all necessary facilities, such as wiring and telecommunications facilities, at least one business day before Delivery. The Client must follow all instructions given by Asperitas in connection with (the installation of) the facilities. If so desired, Asperitas shall submit an offer to the Client for installation of these facilities.

The Client is liable for all damage, including such resulting from loss, theft, fire or property damage regarding goods (*goederen*) of Asperitas, of the Client and/or of third parties, such as tools and material intended for the supply of the Items/Services, which are located at the place of supply.

5.5. If Asperitas has separated Items from its other stock items upon request of the Client but has not yet delivered these for whatever reason or if Asperitas is holding Items for the Client, for example, for repair, inspection, calibration, validation, training, tests, or other reasons, the Client bears the risk of loss, theft, damage, perishing, deterioration and the like, unless the damage was the direct result of intent or wilful recklessness on the part of Asperitas' management.

5.6. Asperitas always has the right to deliver in batches and to invoice these separately. If pursuant to the Agreement partial deliveries take place, Asperitas has the right to intermediately modify the conditions upon the various partial deliveries.

5.7. The Items/Services are at the expense and risk of the Client from the moment of Delivery or from the moment receipt is refused or is considered to have been refused. The Client must collaborate with Delivery on the date indicated by Asperitas (e.g. by picking up the Items). In case the Client fails to receive the Items/Services, Asperitas has the right to pass on to the Client all costs incurred in consequence, such as cost of storage, transport and insurance as well as damages suffered, such as loss of turnover and profit. This also applies in case of failed Delivery due to circumstances within the control of the Client, such as lack of facilities, licenses and/or permissions. Receipt is considered to have been refused if the Items/Services were offered for Delivery, but Delivery did not take place. The day on which Delivery is refused is the day of Delivery. If due to a change to a agreed delivery schedule, Asperitas needs to keep Items/Services longer than would be the case if the original schedule had been adhered to, Asperitas shall hold these at the Client's expense and risk.

5.8. If the performance of the Agreement is delayed upon request of the Client, due to the absence of information or instructions or for other reasons lying with the Client, Asperitas has the right to increase the price as a compensation for additional costs or loss resulting from such delay (such as loss of interest).

5.9. Asperitas is never in default by the mere expiry of a term, including the delivery time, nor does this confer the right to the Client to be compensated, not even if the Parties have explicitly agreed on a firm date of Delivery In Writing. In case of an on-demand-order and/or a multi-phased plan of deliveries, the expiry of a term and/or failure to meet one of the agreed deadlines, whatever the reason, does not affect later terms or deadlines. For default to occur, a written notice of default by registered mail is required in all cases, giving Asperitas a reasonable period of time, i.e. at least 2 months, to comply. If it has been agreed that the Agreement will be executed in stages/milestones, Asperitas has the right to postpone or suspend its obligations regarding a next stage/milestone, until the Client has approved the previous stage/milestone in Writing in accordance with the agreed criteria.

5.10. The agreed delivery time period starts when agreement has been reached on all commercial and technical details, all necessary information, definitive and approved specifications, etc. are in the possession of Asperitas, the established (instalment/advance) payments have been received by Asperitas and all other necessary conditions for the performance of the Agreement have been complied with. Furthermore, in case: i) of changed circumstances compared to those that were known to Asperitas when it established the delivery time, Asperitas has the right to extend the delivery time to the extent necessary to perform the Agreement under these changed circumstances. ii) of additional Activities/Work, the delivery time is extended by the time required for supply of materials/components/parts and the performance of the additional Activities/Work. iii) Asperitas suspends its obligations, the delivery time is extended by the duration of the suspension. iv) of force majeure or unworkable circumstances, due to for example weather, the delivery time is extended with the resulting period of the delay.

5.11. Delivery of the Activities/Work takes place (i) upon approval by the Client In Writing (ii) when Asperitas has notified the Client In Writing that the Activities/Work are/is completed and the Client has not communicated In Writing within 14 days after said notification whether or not the Activities/Work has been approved, (iii) if the Client does not approve the Activities/Work on grounds of minor defects or missing parts that can be remedied within 30 days; or (iv) if the Client does not approve the Activities/Work on grounds of apparently unfounded complaints. If the Client does not approve the Activities/Work, it must forthwith communicate this In Writing to Asperitas under detailed specification of reasons, whilst enabling Asperitas to deliver the Work anew. The provisions of this article are thereby applicable again (each time).

5.12. The Client must inspect the Items/Services directly upon Delivery. Any Shortcoming or complaint must be reported to Asperitas by the Client, in substantiated form, In Writing and Without Delay after Delivery. Shortcomings or complaints which demonstrably could not reasonably have been discovered sooner, must be reported to Asperitas by the Client, in substantiated form and In Writing immediately upon discovery, yet no later than within 6 business days following Delivery. If an acceptance test is part of the Agreement, the Client must test the Items/Services provided within 6 business days following the date on which Asperitas notified that the Items/Services were ready for acceptance. The overrunning of these terms lead to the forfeiture of the rights of the Client to obtain compliance, a remedy and/or indemnification with regard to the relevant Shortcoming or complaint. If the Client uses Items/Services before explicit or implicit acceptance, the Items/Services are deemed fully accepted by the Client as from the start of that use.

5.13. The Client must keep a defective Item/Service and return it to Asperitas, upon first request of Asperitas. The return of Items/Services – whether under warranty or not – can only take place after the prior written consent of Asperitas, under conditions to be established by Asperitas. A return of Items/Services is always at the expense and risk of the Client. The Client shall bear all costs resulting from a return, such as costs associated with fitting and extending, installation, calibration, verification, starting up, loss of production, waiting time, downtime, packaging, insurance, transport and the like.

5.14. Onsite Activities by Asperitas will only take place after Asperitas confirms such explicitly In Writing, whereby all costs of transport, travel and lodging as well as costs for transport of spare parts or replacements items are excluded from the price as well as the warranty obligation and shall be charged to the Client separately.

5.15. The Client must, at its expense and risk, take care of all permits, concessions, licenses, approvals, etc., that are required to fulfil the obligations under the Agreement. The Client must also comply with all laws (e.g. on export control) applicable to the Agreement and all transactions contemplated therein. The Client indemnifies Asperitas against any third-party claim in relation to violations of relevant (export) laws.

6. Force majeure

6.1. If Asperitas cannot (reasonably be expected to) adequately perform its obligations under the Agreement, including a warranty obligation referred to the Agreement and/or the GTCD2021, as a direct or indirect consequence of force majeure or other circumstances such as war, fire, weather conditions, work strike, theft, delay in supply of goods, transport issues, natural disasters, measures imposed by the state, epidemic/pandemic, financial crisis, electricity/internet/payment network/computer network/telecommunication failures, unexpected defects and/or disruptions at its company or at its suppliers, the unavailability of one or more members of staff whose personal efforts are essential in carrying out the Agreement, Asperitas is not liable for any damage of the Client and fulfilment of the obligations (including warranty obligations) of Asperitas is suspended until the moment that Asperitas can (be reasonably expected to) resume performance. Force majeure on the part of Asperitas' suppliers, failure to fulfill obligations by Suppliers that the Client requires Asperitas to use, deficiency of items, equipment, software and the like, from third parties or not, that the Client requires Asperitas to use is considered force majeure of Asperitas.

6.2. If the aforesaid situation is permanent or has lasted for 3 months, Asperitas has the right to (partially) rescind (*ontbinden*) the Agreement, without any obligation to compensate damages and without prejudice to the right of Asperitas to payment by the Client for all that was performed or delivered before said situation occurred or was known by Asperitas, whatever occurs last.

6.3. If Asperitas is prevented from fulfilling its obligations towards one or more but not all of its customers or Clients due to force majeure, Asperitas shall be entitled to decide at its own discretion which obligations it shall fulfil, towards which customers and Clients and in which order.

7. Warranty

7.1. For a period of 12 months following Delivery, Asperitas warrants that the Items/Services (not Activities) comply with the specifications adopted by Asperitas and that the materials, components, equipment and/or parts it used are sound. This warranty does not apply to materials, components, equipment and/or parts not provided or freely chosen by Asperitas, such as those provided by, used/added on request of or prescribed by the Client or their interaction with the Items/Services or damage caused by them to the Items/Services. The same holds true for Items/Services that were not new at the time of their Delivery as well as for consumables. No warranty whatsoever is provided with regards to the integration of the Client's systems with/into the Items/Services nor with regards to the functioning of the different elements of the total system or of the system as a whole. The aforesaid is entirely at the risk of the Client and all damage to the aforesaid is borne by the Client (the Client must provide for adequate insurance, at its own expense and risk). The warranty lapses if the Items/Services:

(i) Have not been used for the purpose and under the circumstances for which they were intended and delivered and/or in a way that could reasonably have been envisaged by Asperitas, for example based on information the Client provided when the Agreement was entered into;

(ii) were used contrary to instructions and/or regulations;

(iii) are modified or manipulated in any way, components are added to it; and/or

(iii) repairs or maintenance (including adjustments and upgrades of software) are/is performed, without the prior written consent of Asperitas and/or not by Asperitas itself or a third-party designated by Asperitas.

7.2. If it has been irrevocably established legally that the Client rightfully invokes this warranty or if in the opinion of Asperitas there is a reasonable chance that such warranty appeal is justified, Asperitas will, to the extent this is reasonably possible, make the necessary repairs, replacement or modification, free of charge. Any other or further warranty obligation of Asperitas is excluded. As far as Asperitas shall be obligated during the warranty period to compensate for damages or costs incurred by the Client, for example due to a Shortcoming, Asperitas' fulfilling the warranty obligation shall be considered the only and full compensation.

7.3. The Client can only invoke this warranty after it has fulfilled and as long as it fulfills all its obligations towards Asperitas and it has provided Asperitas with satisfactory written proof (in the form of invoices or formal certificates) of sufficient and correctly conducted maintenance and use. As long as the Client fails to fulfil its obligations towards Asperitas, Asperitas shall be released from its warranty obligations from the point at which the Client fails to fulfil its obligations up to the point at which the Client has once more fulfilled all its obligations towards Asperitas. The warranty period shall continue during the period that Asperitas has been released from its warranty obligations.

7.4. No warranty applies in case the defects are the result of: normal wear and tear, aging, improper or inexperienced use, external causes (such as fire or water damage) or force majeure. No warranty is granted for (mere esthetical) defects that do not interfere with or substantially hinder normal use of the Items/Services.

7.5. The Client is obliged to ensure the pre-requisites with regard to the proper functioning of the Items/Services have been met. The Client shall bear the risk of selecting the Items/Services purchased. Asperitas does not warrant that the Items/Services are appropriate for the use intended by the Client, unless emphatically agreed otherwise In Writing in the Agreement.

7.6. If, following inspection, Asperitas ascertains that the Items/Services returned by the Client, under warranty or not, do not show any Shortcomings or the Client has no rights under any warranty, the Client must reimburse Asperitas for all costs of inspection, storage and the like associated with the return and/or the warranty claim.

7.7. Asperitas is under no obligation to deliver spare parts for Items/Services of which the warranty period has expired. If Asperitas supplies and/or fits spare parts, for instance to rectify a Shortcoming, the warranty period regarding such spare parts shall not recommence of commencement upon Delivery thereof. The warranty period of the Items/Services it concerns applies exclusively. If, in Asperitas' reasonable judgment, repairs are not possible, will take too long or will entail disproportionately high costs, Asperitas shall be entitled to replace the Items/Services free of charge with other, similar, but not necessarily identical, items. This guarantee shall not include data conversion that is necessary due to repairs or replacement.

7.8. Any obligation of Asperitas to deliver spare or replacement parts lapses, without the Client being entitled to any compensation, when Asperitas ceases to stock these parts and when they cease to be available at reasonable conditions via regular channels. Asperitas shall be entitled to decide at its own discretion to supply goods similar to those previously supplied, provided these are suitable for normal use of the Items/Services.

7.9. Unless expressly agreed otherwise In Writing, Asperitas is subject to a best-efforts obligation (*inspanningsverplichting*), based on the nature of the Agreement and the information provided to it by the Client. Asperitas uses all commercially reasonable efforts to achieve maximum availability of Items/Services, but it does not warrant constant availability and/or operation of any Items/Services. In no event will Asperitas be liable for damage as a result of outage or downtime.

8. Intellectual property and extended retention of property

8.1. It is strictly forbidden for the Client to change, remove or bypass any indication(s) or technical measures concerning the confidential nature or intellectual property rights from third-party software, Asperitas websites/software, data files, Equipment, Offers and/or Items/Services.

8.2. All intellectual property rights embodied in or arising out of third-party software, Asperitas websites/software, data files, Equipment, Offers and/or Items/Services shall belong exclusively to Asperitas, its licensors or its suppliers, regardless of whether costs were charged to the Client for its creation or manufacturing. If Asperitas undertakes to transfer an intellectual property right, such an undertaking can only be entered into expressly and In Writing. If a dispute arises about who is the owner or the holder of such intellectual property rights, Asperitas is deemed to be the sole owner or holder, save evidence to the contrary to be provided by the Client.

8.3. The Client must refrain from using, multiplying, distributing and/or providing to third parties any information in which any intellectual property rights as mentioned in the previous paragraph are embodied, unless with the prior written consent of Asperitas. The Client is entitled to use the data and information provided to it by Asperitas, only in connection with the Agreement. These data and this information remains the property of Asperitas. The Client (only) acquires the rights of use expressly granted by these general conditions, the Agreement and/or the law. A right of use to which the Client is entitled is non-exclusive, non-transferable, non-mandatory and non-sublicensable.

8.4. If the Parties agree In Writing that an intellectual property right with regards to Items/Services specifically developed for the Client are to be transferred to the Client, this does not affect the right or the possibility of Asperitas to use and/or exploit the components, general principles, ideas, designs, algorithms, documentation, works, programming languages, protocols, standards and the like underlying that development, without any restriction, for other purposes, either for itself or for third parties. Likewise, the transfer of an intellectual property right does not affect the right of Asperitas to use developments similar or derived from those made or to be made, for its own benefit or for that of a third-party.

8.5. Asperitas indemnifies the Client against any legal claim by a third-party, based on the contention that products developed by Asperitas itself violate a right of intellectual property of that third-party, on the condition that the Client informs Asperitas forthwith In Writing of the existence and leaves the substance of the legal claim and the handling of the case, including the making of any possible settlements, entirely up to Asperitas. To that effect, the Client will grant the necessary authorizations and assistance to Asperitas and provide it with all relevant information, so as to defend itself, if necessary on behalf of the Client, against these legal claims. This obligation to indemnify lapses if the alleged violation is related (i) to materials made available by, on behalf of or on request of the Client for use, processing, transformation or incorporation, or (ii) to modifications to Products which the Client has applied or has had apply by a third-party without the prior written consent of Asperitas. If it has been irrevocably established legally that products developed by Asperitas itself violate any right of intellectual property of a third-party or if in the opinion of Asperitas there is a reasonable chance that such violation occurs, then Asperitas will, if possible, make sure that the Client can continue to use these products or functionally equivalent others. Any other or further indemnification obligation of Asperitas is excluded.

8.6. The Client warrants that goods/data provided by it within the framework of the Agreement do not infringe any intellectual property rights and/or knowhow of third parties. The Client must compensate any damage suffered and/or costs incurred in connection therewith. The Client indemnifies Asperitas against related claims of third parties or other claims of third parties for infringement of intellectual property rights.

8.7. Asperitas retains the ownership of Items/Services as well as of goods the Client creates (or helps create) from Items/Services. This retention of property is extended. This means that Asperitas retains ownership of all such goods, including goods that have been paid, on the basis of all (for example: earlier) Agreements, for as long as the Client: (i) has not paid the total amounts owed (pursuant to any Agreement whatsoever); (ii) fails to comply or will fail to comply with any of its obligations pursuant to any Agreement and/or; (iii) has not settled claims which result from non-compliance, damage, fines, interest and costs. For as long as goods are subject to a retention of property, they do not fall within the realm of the Client's property and hence the Client can nor may alienate, encumber or transfer these goods outside the scope of its regular business operations (not at property rights level and not contractually). The Client may not carry out (or have carried out) any transactions with respect to these goods whereby these would become part or component of one or more other goods. Furthermore, the Client must reserve ownership itself and transfer to Asperitas on its first requests all demands towards the Client's debtor up to the amount owed. If the Client has fulfilled its obligations before/after the goods were delivered, the retention of property revives regarding these goods if the Client does not fulfil its obligations pursuant to an Agreement of a later date. To the extent required, those goods are then transferred (back) to Asperitas. The Client hereby grants permission and gives its consent for such transfer and authorizes Asperitas irrevocably to do what is needed to achieve it.

8.8. Asperitas has the right to access at all times all goods which are its property, wherever they are located and to be informed of their location. With regards to all goods covered by the retention of property of Asperitas, the Client must forthwith inform (and keep informed) Asperitas In Writing of any damage caused to or by these goods, provide Asperitas testimonies and/or other documentation regarding the underlying event(s) and/or have drawn up a police report of such event(s). If and when Asperitas invokes its retention of property, it has the right to take back (possession of) the goods and the Client must cooperate and assist at first request including any disassembly, extension, shutting off, disconnection, etc.

8.9. As long as Asperitas has an interest in the diligent use of the Items/Services (for example: during rental or when subject to a retention of property) the following applies:

(i) Without the prior written consent of Asperitas, the Client will not apply or allow any changes in or to the Items/Services and upon first request of Asperitas, the Client will at its expense and risk, take care of the removal of applied materials and of restoral in the original condition of the Items/Services (even if Asperitas approved the materials/change), without the Client being entitled to compensation; (ii) except with the prior written consent of Asperitas, modifications, maintenance and/or repairs (including adjustments and upgrades of software) to Items/Services may exclusively be carried out by Asperitas or by third parties approved by Asperitas;

(iii) the Client is deemed to have received the Items/Services in good condition; the Client must use the Items/Services diligently, in accordance with the intended use and keep the Items/Services in good condition at its own expense and risk;

(iv) Asperitas has the right to check the Items/Services from time to time; in case Asperitas ascertains that the Items/Services are used in an improper manner or neglected, Asperitas has the right to retake possession of the Items/Services and/or restore them in good condition at the expense of the Client; (v) it is strictly forbidden for the Client to sell, transfer, (sub-)let, encumber or otherwise give in use to a third-party the Items/Services, unless explicitly agreed otherwise in the Agreement;

(vi) the Client will not transport or have transported the Items/Services, without the prior written consent of Asperitas;

(vii) the Client must keep the Items/Services separately from other goods in such a way as to be easily and clearly identifiable as Asperitas' property.

8.10. The Client is responsible for its processes and installations, the manner and speed of monitoring, whether this is carried out redundantly, frequency and level of inspections, types and method of alarm in the event of malfunction, whether or not there is permanent supervision, troubleshooting procedures and related business processes, quality of maintenance, all parameters that are outside Asperitas' domain, etc. The Client must take sufficient measures to ensure that the aforesaid is adequately taken care of. Asperitas is not liable for damage or Shortcoming that could have been prevented by the Client fulfilling the obligation set forth in this paragraph.

8.11. The Client must report to Asperitas any Shortcomings, damages and/or intentions to claim under the warranty, In Writing immediately upon discovery or when the Client would have discovered it if it would have acted in accordance with article 5.12, on pain of forfeiture of its rights. The report must be of such a concrete nature that it is clear to Asperitas, without having to make any further enquiry, what the nature of the Shortcoming or claim is and what actions can be reasonably expected of Asperitas. The report must describe all relevant circumstances that are or could be of importance for assessing what led to the Shortcoming or claim.

8.12. In the event of any breach of (any of) the obligation(s) set forth in this article, the Client shall forfeit, without any notice of default or any other prior declaration being required, to Asperitas or its legal successor(s) a penalty, that is immediately due and payable and that is not subject to deduction, suspension or set-off, in the amount of EUR 50.000,-- (fifty thousand euros) per breach, to be increased by the amount of EUR 1.000,- (one thousand euros) for each day or part of a day that such breach continues, insofar as it is a continued breach. To the extent necessary and permitted by law the Parties explicitly agree that this penalty qualifies as liquidated damages (*forfaitaire vaststelling van reëel te lijden schade*). This penalty is without prejudice to the right to compensation, insofar as the damages incurred exceed the total forfeited penalty, to demand performance, to initiate and conduct proceedings (including any interlocutory proceedings), the right to obtain a judicial prohibition and/or to terminate all existing business relationships and Agreements (if any) with the Client (without having to take into account any notice period), in addition to all other rights arising from the law. The amount of the penalty is increased by the statutory commercial interests as per article 6:119a of the Dutch Civil Code, that become payable as of the day the penalty is due.

9. Liability

9.1. Asperitas is only liable vis-a-vis the Client if the Client demonstrates that it has incurred damage caused by intent or wilful recklessness on the part of Asperitas' management or due to a substantive error of Asperitas which can be seriously imputed to it and which would have been prevented in case of diligent conduct and exclusively for the direct damage which is the immediate consequence of that substantive error.

9.2. Asperitas can be insured against certain liability, but this does not always have to be the case. For this reason, several limitations apply to the liability of Asperitas. The obligation of Asperitas to compensate damage or to undo, on any grounds whatsoever, is limited to such damage or costs as Asperitas is insured against on account of an insurance taken out by or for the benefit of Asperitas and is never higher than the amount which is disbursed in the relevant case by this insurance (whether or not to Asperitas). If Asperitas for whatever reason is not entitled to appeal to the limitation of the preceding paragraph (and/or the insurer, for whatever reason, does not pay out), the obligation of Asperitas to compensate damage or to undo, regardless of the basis, is limited to a maximum of the invoice amount which Asperitas has billed to the Client exclusive of VAT (with due regard to article 9.9; so never more than the amount set forth therein). If the Agreement consists of components or partial deliveries, the obligation to compensate damage is limited to a maximum of the invoice amount of the relevant component or that partial delivery.

9.3. Under no circumstance is Asperitas liable for indirect damage (including, though not limited to, loss of profit, loss of goodwill, loss of business contacts, e.g. as a result of any delays, loss of data, missed savings, damage due to operational stagnation, damage under its supervision, which is intended to include, amongst other things, damage which is caused to goods on which Activities are performed or to goods which are in the vicinity of the place where Activities are performed, damage caused by intent or wilful recklessness of helpers, etc.), whatever it is called and by whomever it is suffered.

9.4. Asperitas is not liable for damage which could only have been avoided through the action or failure to act which would have been in conflict or irreconcilable with legislation and regulations applicable to Asperitas, or otherwise with the (professional) rules of conduct applicable to the professionals involved in the implementation of the Agreement. Outside the cases mentioned in articles 9.1 and 9.2, Asperitas is not liable for nor obligated to undo or to compensate any damage, regardless of the basis of the claim.

9.5. Asperitas may set off the obligation to compensate damage against invoices not paid and their consequent interest and costs.

9.6. The liability limitations included in this article are effective both for Asperitas (itself) and for its staff (both individually and jointly), as well as for all other parties associated with Asperitas and their employees (whether or not deployed for the activities). Only Asperitas is liable for damage of the Client in connection with the Agreement, Offers and/or Items/Services, also if certain activities were conducted by its staff (both individually and jointly) or other parties associated with Asperitas and their employees (whether or not deployed for the activities).

9.7. Asperitas has the right at all times to undo the damage incurred by the Client in a manner which is appropriate for and is in line with the substance of the Agreement and the nature of the activities. The Client must take damage-limiting measures. Others than the Client cannot derive any rights from the Agreement and its (non-)execution. The Client indemnifies Asperitas unconditionally against any possible third-party claims. The Client indemnifies Asperitas against all claims from third parties on account of product-liability as a result of a defect to a product which was delivered by the Client to a third-party or given in use and which (partly) consisted of Items/Services.

9.8. Asperitas is never liable for advice, information or consultancy work related to the Agreement, Offers and/or Items/Services, unless an explicit and separate Agreement was concluded with the Client under which the Client provides a quid pro quo for the advice, information or consultancy work provided by Asperitas. If it is agreed in Writing that Asperitas must install Items/Services or have them installed, this obligation shall not include the requirement to install software or to backup data, data restore, data recovery, conversion and the like. Asperitas is never liable for damage associated with or resulting from the drawings, calculations, designs, samples, models and the like made by or on behalf of the Client nor for damage associated with or resulting from the use, installation and/or removal, whether or not this occurs in and/or from the Items/Services, of materials, products, components and the like prescribed by or on behalf of the Client. The Client is responsible for aforesaid goods and warrants the functional suitability thereof. The Client indemnifies Asperitas against any third-party claim regarding the aforesaid. Should Asperitas be liable on the basis of this article, this liability is limited to the invoice amount of the advice, information or consultancy work that is the subject of the liability (with due regard to article 9.9; so never more than the amount set forth therein).

9.9. Asperitas is never liable for damage or costs as a result of the use of the Client's networks, systems or installations unless the Client can show that the damage or costs are the result of intent or gross negligence by Asperitas' management.

9.10. If, despite what is stipulated in the preceding sections of this article, Asperitas is held legally accountable for damage, that liability is limited in all cases, on whatever grounds (including the costs associated with an obligation to undo), to an amount of EUR 150.000,-- per event, whereby a series of related events is considered as a single event.

9.11. Without prejudice to article 6:89 of the Dutch Civil Code, any claim of the Client against Asperitas lapses if, after expiry of 1 year after the arising of the claim, the Client has not effectively instituted legal proceedings on the merits against Asperitas.

10. Payment

10.1. The Client must pay the invoices in accordance with the conditions stated on the invoice and in the currency indicated thereon. If no specific conditions or currency are stated on the invoice, the Client must pay within thirty (30) days of the invoice date in Euros, without any discounts, deductions or set-offs. The Client shall not be entitled to offset or suspend payment. The value date indicated on the bank statements of Asperitas is considered the day of payment.

10.2. If the Client does not comply with its obligations towards Asperitas, the Client is immediately in default, without any default notice being required. From the day the Client is in default until the day of full settlement the Client owes Asperitas default interest in the amount of 1.5% per month (calculated pro rata, whereby a month equals 30 days) of the amount owed, without prejudice to the right of Asperitas to compliance, suspension, rescission and/or full indemnification pursuant to the law. All (actual) collection costs, both judicial and extrajudicial costs, are borne by the Client. This includes the costs of seizure, bankruptcy application as well as the actual costs of lawyers, bailiffs and other experts to be deployed by Asperitas. The extrajudicial costs are set at 15% of the amount due and at 20% for a Client established outside the Netherlands, subject to a min. of EUR 150,--.

10.3. Upon first request from Asperitas the Client is bound to settle advance payments as indicated by Asperitas. Asperitas has the right to demand adequate security from the Client, at the latter's expense and risk. The Client must lodge (additional) security upon first request, such as for example, a bank guarantee or a lien to (all) assets. If the Client is in default with the settlement of advance payments or with lodging the security required, Asperitas is authorized to suspend its performance (even if this implies the exceeding of deadlines and/or delivery times) or to rescind (*ontbinden*) the Agreement. The Client must establish a lien upon first request, for the benefit of Asperitas, on its goods as well as on all its current and future claims, as a security for the payment by the Client of all its existing and future debts towards Asperitas, including those on account of damages, collection costs, interest and/or fines. The Client declares to be authorized to establish such lien and hereby grants Asperitas an irrevocable authorization to do so on its behalf.

10.4. Invoices are considered accepted and approved by the Client if Asperitas has not received an objection within 8 days after invoice date by way of registered mail. An objection to an invoice does not give the Client the right to suspend its payment obligations.

10.5. The payments made by the Client will at all times serve to settle all costs and interest due, and subsequently the longest outstanding invoices, even if the Client states that the settlement relates to a later invoice.

10.6. Notwithstanding paragraph 2 of article 7:408 Dutch Civil Code, if and as soon as the Client is in default, Asperitas is entitled to dissolve (*opzeggen*) the Agreement in whole or in part. As a result of dissolution, all claims will become immediately due and payable. The Client will be liable for the damage suffered by Asperitas as a result, including but not limited to, loss of profit and costs, whereby "loss of profits" is deemed equal to 25% of the agreed price in the Agreement, save evidence of the contrary to be provided by the Client.

10.7. If and as soon as the Client has been declared bankrupt or an application to that effect has been filed, a petition has been filed with regard to the Client in respect of a procedure as referred to in Annexes A and/or B to Regulation (EU) No 2015/848 (Insolvency Regulation) or a comparable procedure, the Client applies for suspension of payments, or loses power of disposition of all or part of its assets as a result of attachment, a guardianship order or otherwise, notwithstanding paragraph 2 of article 7:408 Dutch Civil Code, Asperitas is entitled to dissolve (*opzeggen*) the Agreement without judicial intervention and without any notice of default being required, unless the receiver or the administrator recognises the obligations ensuing from the Agreement as estate debts.

10.8. If Asperitas suspends or dissolves the Agreement pursuant to this article, it is under no obligation whatsoever to compensate the Client. The right of Asperitas to suspend includes the authority to deny the Client or its clients access to Items/Services, websites and/or accounts.

11. Other provisions

11.1. If any provision of these GTCD2021 is not completely valid or only partially valid and/or not enforceable as a result of any legal directive, judicial judgement or any decision, recommendation or measure from any local, regional, national or supranational authority or body or otherwise, this shall have no effect on the validity of the other provisions of these GTCD2021. In that case, Parties will, upon first request of the other Party, enter into consultations with the intention of reaching an agreement on a new provision which is in line with Parties' intentions at the time the Agreement was executed. If a provision in these GTCD2021 might not be valid for a reason such as the ones indicated in the previous sentence but would be valid if it had a more limited range or scope, then this provision shall be deemed amended to the most far-reaching or extensive range or scope with which or within which it is valid.

11.2. Asperitas has the right to modify these GTCD2021. The Client is deemed to have accepted the modifications if Asperitas has not received a written objection from the Client within 14 days after the written notification thereof by Asperitas.

11.3. The Client does not have the right to completely or partially transfer its rights from the Agreement, nor to encumber or otherwise alienate them. This clause is a clause as intended in article 3:83 section 2 of the Dutch Civil Code. This clause thus has both contractual effect and effect in the area of property rights. It is therefore not possible (at the level of property rights) to transfer, encumber, or otherwise alienate rights from the Agreement (whether or not partially).

11.4. Asperitas has the right to transfer its rights and obligations resulting from the Agreement to a third-party and/or to sell the Items/Services to third parties. The Client grants its unconditional and irrevocable cooperation beforehand for the transfer of the Agreement. Asperitas has the right to encumber or cede the Items/Services and the rights resulting from the Agreement.

11.5. The Client does not have the right to suspension, retention, or set-offs. Asperitas is authorized to suspend its obligations under an Agreement and/or the release of goods which it has under its control on account of the implementation of the Agreement, until it has received payment of all its claims towards the Client or until sufficient security has been lodged.

11.6. The GTCD2021 have been drawn up exclusively in English. In case of discrepancies between the English version and a translation, the English version will be binding, excluding the Dutch translations of certain (legal) terms added in brackets in the English version, which will prevail at all times.

12. Applicable law and disputes

12.1. The Agreement, the agreements resulting from it and everything related thereto is exclusively governed by Dutch law. Applicability of the 1980 Vienna Convention (The United Nations Convention on Contracts for the International Sale of Goods, CISG) is excluded.

12.2. The Parties will use their best efforts to negotiate in good faith and settle all disputes that will arise in respect of the Agreement, the agreements resulting from it and everything related thereto, including situations that are considered a dispute by only one of the Parties and disputes regarding the existence and validity of the Agreement. If any such dispute cannot be settled amicably through ordinary negotiations between representatives of the Parties, the dispute shall be referred to the management of each Party who will meet in good faith in order to try and resolve the dispute. The management of each Party must actively participate in at least one meeting aimed at an amicable solution.

12.3. If a dispute is not resolved within two (2) weeks after it has arisen, in accordance with paragraph 2 of this article, a Party has the right to request the Dutch institute *Stichting Geschillenoplossing Automatisering* ("SGOA"), also known as "ITDR - experts in IT and data conflict management" to nominate an independent expert to achieve a binding third party ruling. If the Parties agree with the nomination, the expert will determine the approach to the dispute resolution after having consulted with the Parties. If the Parties do not reach agreement on the nomination within one (1) week from the date of the nomination proposal from SGOA, a Party has the right to request the sub-district court judge of the district of Oost-Brabant, the Netherlands to appoint the expert nominated by SGOA (as "*bindend adviseur*").

12.4. If a dispute is not resolved within two (2) weeks after it has arisen, in accordance with paragraph 2 of this article, a Party has the right to start mediation proceedings in accordance with the Mediation Regulations of SGOA. The other Party must actively participate in at least one meeting between the mediator(s) and the Parties, in order to give this extrajudicial form of dispute resolution a fair chance. After that meeting, each of the Parties is entitled to freely terminate the mediation proceedings.

12.5. Parties are bound to strict confidentiality with regards to all negotiations connected to any dispute. Parties undertake not to divulge details of such negotiations, except to their professional advisers who will also be subject to such confidentiality and such negotiations shall be without prejudice to the rights of the Parties in any future proceedings.

12.6. The provisions of this article do not preclude a Party, that deems it necessary, from requesting a provision in interim injunction proceedings, taking conservatory legal measures or submitting a dispute for immediate settlement to the court that is competent according to this agreement.

12.7. All disputes that will arise in respect of the Agreement, the agreements resulting from it and everything related thereto, including situations that are considered a dispute by only one of the Parties and disputes regarding the existence and validity of the Agreement will be exclusively settled by the competent Dutch court in the district of the principal place of business of Asperitas, without prejudice to the right of appeal and cassation and the right of Asperitas to bring an action before the court in the district of the principal place of business of the Client or, in case of an action regarding a cross-border debt collection, before another competent Dutch court.

12.8. If the Client is domiciled, has an office and/or trades in a country that is not a member of the European Union and/or in the event of a situation that does not fall within the scope of Regulation (EU) No 1215/2012 or its equivalent, without prejudice to the previous paragraph of this article, Asperitas is entitled to submit a dispute to the Netherlands Arbitration Institute in accordance with the Arbitration Regulations of that institute. The arbitral tribunal shall consist of one arbitrator that shall be appointed in accordance with the listing procedure. The place of arbitration is Amsterdam, the Netherlands and the proceedings will be conducted in English. If and as soon as Asperitas has instituted proceedings with the Netherlands Arbitration Institute, this body has exclusive jurisdiction to settle the dispute in question and the Dutch court no longer has jurisdiction.