

General conditions for delivery of goods, use of standard software and performance of additional work

VAMAT B.V. 1 October 2023

I General provisions

1. Applicable conditions

VAMAT B.V., hereinafter referred to as VAMAT, makes offers and concludes contracts for the delivery of goods, the use of standard software and the performance of additional work, solely on the basis of the following General Terms and Conditions of Delivery. Deviations or additions require VAMAT's explicit written consent.

The Client accepts the validity of the following General Terms and Conditions of Delivery on all future agreements with VAMAT. Any reference by the Client to its own purchasing, tendering or other terms and conditions shall not be accepted by VAMAT.

If any provision of an agreement lacks legal force, the other provisions will remain in full force and effect, unless sticking to the agreement at that point is manifestly unreasonable.

2. Special provisions for the use of standard software and for additional work

If VAMAT provides standard software, VAMAT's Special Provisions for the Use of Standard Software shall apply in addition to these General Provisions. If VAMAT performs additional work in addition to the delivery of goods or the provision of standard software, VAMAT's Special Provisions for additional work such as installation, commissioning, assembly, maintenance, overhaul and repair as well as advice, training and support shall also apply in addition. In the event of a conflict, the Special Provisions shall take precedence over the General Provisions.

3. Offer; formation of agreement

An offer by VAMAT shall be entirely free of obligation and a VAMAT binding contract shall only come into effect after written confirmation on its part of an order or order confirmation from the Client. Illustrations, drawings, measurements, weights, etc. accompanying an offer shall be approximations, unless VAMAT has expressly stated that these are to be regarded as exact specifications. The Client must treat the information from the offer as confidential and may not use it for its own use or use by third parties or disclose it to third parties.

4. Prices

All prices quoted by VAMAT are exclusive of turnover tax payable in connection with the contract. This shall be charged separately. The price for the goods to be delivered is exclusive of the work to be carried out and is ex Warehouse. If the cost price factors of goods ordered, including the cost of wages and materials, undergo an increase between the time the contract is concluded and the date of delivery, VAMAT shall be entitled to increase prices accordingly.

5. Payments

Payments shall be received no later than prior to delivery, unless otherwise agreed. If VAMAT has reason to doubt the fulfilment of the Client's payment obligations, such as if there is a suspension of payments, bankruptcy or an application for such, attachment, shutdown or liquidation of the company, previous failure to pay on time, etc., VAMAT may require full and/or cash payment in advance or on delivery.

In case of non-timely and/or incomplete payment, the Client shall owe statutory interest on the unpaid part, without any notice being required. Expired unpaid interest shall also bear interest after one year. The judicial and extrajudicial costs incurred by VAMAT in any collection shall be payable by the Client. In the event of late and/or incomplete payment, including failure to comply with the above claim for cash payment in advance or on delivery, VAMAT shall be entitled to suspend performance of the agreement until full payment has been received and, in the event of incomplete payment after written warning, to dissolve the agreement in whole or in part. This shall not affect its right to compensation. Settlement with claims against VAMAT shall not be permitted. In the event of bankruptcy, suspension of payments or attachment on the part of the Client, all that the Client then owes VAMAT shall become immediately due and payable in full and VAMAT shall be entitled to immediately set off any amounts owed to VAMAT.

6. Delivery; decline

The Customer is obliged to take delivery. A shortcoming, such as the non-availability or incomplete availability of promised documentation, which does not seriously impede the use of the delivered or performed goods, does not constitute a ground for invoking delay or for refusing acceptance or payment. All this shall not affect the Client's right to undo the shortcoming as soon as possible. Damage suffered by VAMAT as a result of unfounded refusal to take delivery or payment by the Client shall be compensated in full by the Client.

If Incoterms are used by VAMAT, the version in force on the date the offer was made is meant. The delivery period shall commence on the day of conclusion of the agreement or, insofar as the following occurs later, on the day on which an agreed down payment has been paid in full and the information to be provided by the Client relevant to the performance of the agreement has been received.

VAMAT shall only be in default by exceeding a term if, even after the expiry of a reasonable additional term set by the Client in writing, it has not fulfilled or not fully fulfilled its obligations towards the Client due to circumstances attributable to it. Client shall then be authorised to dissolve the agreement insofar as it cannot reasonably be required to be maintained.

VAMAT shall be authorised to make partial deliveries.

7. Transfer of risk and ownership

The risk for goods to be delivered shall always and permanently pass to the Customer at the time of arrival at the agreed place of delivery.

Ownership of any item delivered shall not be transferred to the Client until the Client has paid all that it owes VAMAT on account of the delivery of that item as well as other items delivered by VAMAT before or thereafter, including work performed in connection therewith, interest and costs.

In the event of late payment, VAMAT shall be entitled to repossess (or have repossessed) goods delivered without further notice of default and judicial intervention and the Client hereby authorises VAMAT in advance to enter all locations and areas in

and around the Client's business. The Client shall be authorised to use the items subject to retention of title as part of its normal business operations. The Client is not authorised to pledge the goods or encumber them with other limited rights.

8. Non-attributable failure

Failure to fulfil an obligation shall not be imputable if it is the result of, or at least related to, a circumstance beyond the control of the party concerned, whether or not foreseeable. Such circumstances include in any case, but are not limited to: war or a circumstance resembling war, mobilisation, riots, sabotage, terror and threat of terror, fire, lightning strike, import or explosion or release of dangerous gases or substances, natural disasters, extreme weather conditions, strike, occupation, boycott or blockade and measures taken by the domestic or foreign government, such as import, export, delivery or production bans.

If a party fails to fulfil the contract without this being attributable to that party and fulfilment is permanently impossible, the contract may be dissolved with immediate effect. If performance is not permanently impossible, the delivery period shall be extended by the period during which performance is not possible, including the time required for resumption. In this case, both parties may only rescind the contract after an extension of the term by at least seventy-five consecutive calendar days.

If VAMAT incurs additional costs in fulfilling the agreement due to circumstances beyond its control, it shall be authorised to pass these on to the Client in all reasonableness.

9. Warranties; deficiencies in goods and work

VAMAT shall, to the best of its ability and in good time if requested, transfer to the Client all rights from (product) guarantees provided to VAMAT by its supplier(s) in relation to the delivery of goods.

After the moment of delivery, VAMAT shall not be liable for shortcomings, unless:

- the failure is the result of a cause attributable to VAMAT;
- the defect was not noticed by the Client at the time of delivery;
- the defect could not reasonably have been discovered by the Customer at the time of delivery;
- rectification of the deficiency is reasonably possible;
- the shortcoming was communicated in writing to VAMAT within 14 days after it could reasonably have been discovered;
- any additions to or modifications of the good delivered or the work carried out, breakdowns and maintenance work have been carried out by VAMAT or with VAMAT's prior written consent; and
- the consumable material used meets VAMAT's specifications.

If a delivered good or a service or work performed shows a shortcoming, the Client shall be entitled to free restoration by VAMAT by - at VAMAT's discretion - repair, replacement or re-performance.

Costs of disassembly and assembly of the delivered good shall be borne by the Client. If repair does not take place at the original place of delivery, VAMAT may additionally charge transport costs and travel and accommodation expenses. VAMAT may demand that goods eligible for repair be sent to it or to an address to be specified by it at the Client's expense.

VAMAT shall be entitled to repair shortcomings of its own accord. Parts released upon replacement shall remain/become the property of VAMAT.

Shortcomings in repairs are subject to an obligation to remedy as aforementioned and for the duration of three months after execution of the repair, but in any case until the end of the original period of 12 months. An agreement can only be dissolved in full or in part on account of a shortcoming insofar as its continuation cannot reasonably be required from the Client.

10. Liability for damages

Damage suffered by the Client for which VAMAT can be held liable shall be compensated to the Client exclusively in accordance with the provisions below, regardless of the ground on which the claim for compensation is based.

For any damage demonstrably incurred by the Client on account of VAMAT exceeding the time limit, the Client shall be entitled to compensation for each full calendar week of delay of 0.5% up to a total of 5% of the price excluding VAT of that part of the agreement not performed on time. Other damage shall only be compensated by VAMAT insofar as it concerns personal injury or property damage. Under no circumstances shall damage due to loss of profit, loss of income, loss of production, stagnation or delay of the production or business process, loss of information including the costs of reconstructing the same, missed savings, missed contracts, labour costs incurred in vain, increase in operational costs, additional costs of purchasing elsewhere and discounts or fines payable to third parties and/or other forms of consequential damage, with the exception of personal injury.

With the exception of personal injury, which qualifies for full compensation, VAMAT shall never be obliged to compensate more than the total of the amounts of the excess of VAMAT's insurance and the payment made by the insurer up to a maximum of EUR 10,000.00 per event, whereby a series of related events shall be considered as one event, and EUR 50,000.00 in total.

The right to compensation for damage lapses if no written and properly substantiated claim is made within fourteen days of discovery of the damage. Damage shall not be eligible for compensation if it comes to light later than twelve months after delivery of the goods concerned or the notification that the work has been performed.

Insofar as VAMAT provides advice without an express agreement to provide advice being based thereon, such advice shall be of a non-binding nature and VAMAT accepts no liability therefor.

Third parties involved in the performance of the agreement may in any case raise the same defences against any claim by the Client as VAMAT may raise under these terms and conditions.

The Client indemnifies VAMAT against all third-party claims due to liability as a result of a defect in a product or installation supplied by the Client to a third party and which partly consisted of the goods supplied by VAMAT, except if and insofar as the Client proves that the damage was caused by the goods supplied by VAMAT.

11. Intellectual property rights

VAMAT reserves all rights, including those of intellectual property, in relation to

information which it makes a v a i l a b l e t o t h e Client in the context of the conclusion and execution of an a g r e e m e n t , for example in the form of drawings, diagrams, designs, calculations, descriptions, software or associated documentation. Unless expressly authorised by VAMAT, the information may not be disclosed t o third parties and may only be used by the Client within the framework of c o n c l u d i n g a n d performing the agreement. If no agreement is concluded, the Client shall immediately transfer the information carriers and any copies thereof, including the offer, to VAMAT at VAMAT's first request.

12. Export

If the Client exports the goods delivered by VAMAT to a foreign country, the Client shall be obliged to comply with the national and international export regulations intended for it in doing so and shall indemnify VAMAT against all claims by third parties in connection with breaches of these export regulations.

13. Applicable law, disputes

Contracts between VAMAT and Client shall be governed by Dutch law, to the e x c l u s i o n o f the Vienna Sales Convention (CISG). All disputes between Client and VAMAT shall be settled exclusively by the competent court within the district of Utrecht.

II Special provisions for the use of standard software

1. Right of use; intellectual property rights

VAMAT grants the Client the non-transferable and non-exclusive right to use the software in accordance with these terms and conditions on the equipment specified in the accompanying documentation and for the number or type of users or connections specified in this documentation.

The software and associated documentation are subject to copyright or other intellectual property rights of VAMAT or its licensors. Brand names are also protected by law.

VAMAT shall provide the Client with one copy of the software and the accompanying user documentation. The Client shall be entitled to make one copy of the software for security purposes only. Multiplication beyond the aforementioned number as well as multiplication of the user documentation is not permitted. The Customer shall not disclose the software or make it available for inspection or otherwise make it available to any third party. The Client may not change the software in any way without prior written permission from VAMAT, unless statutory provisions imperatively permit this. The source code of the software shall not be made available to the Client.

Client warrants that copyrights or other intellectual property rights in respect of the software and user documentation made available to him are not infringed.

2. Delivery and acceptance

VAMAT shall deliver the software on the agreed data carriers. The Client shall be responsible for installation, implementation and commissioning. If an acceptance test has been agreed, the test period shall be fourteen days after delivery. The software shall be deemed accepted if the Customer does not indicate its acceptance within fourteen days. The software shall also be considered accepted if the Customer puts it to functional use. A shortcoming that does not seriously impede use shall not constitute grounds for non-acceptance, without prejudice to VAMAT's obligation to remedy this shortcoming. Upon acceptance of the software, the Client's rights in respect of shortcomings which it has discovered or could reasonably have discovered during the testing period and which it has not reported to VAMAT in writing shall expire.

3. Shortcomings

3.1 Only a substantial deviation from the programme specification stated in the corresponding documentation attributable to VAMAT shall be deemed a software defect, provided this deviation is reproducible and occurs in the latest software modification mode.

3.2 For a period of three months after delivery, or, if an acceptance test has been agreed, three months after acceptance, VAMAT shall remedy any shortcomings in the software to the best of its ability. VAMAT shall be entitled to install temporary solutions in the software. In case of shortcomings in software originating from third-party suppliers, however, only the terms and conditions of these suppliers shall apply and VAMAT shall only be obliged on request to provide information about the new software versions available at VAMAT, for which the right of use can be obtained, in return for the usual fees. A new software modification shall only be made available insofar as VAMAT has it at its disposal.

3.3 The Client shall make available to VAMAT free of charge all documents and information available to VAMAT that are necessary for remedying the shortcoming. If necessary, the Client shall make the software and equipment available free of charge for the time required. The Client shall be responsible for ensuring that the work can be carried out smoothly and, in particular, shall take into account the applicable and the

legally required safety measures, create the conditions required for carrying out the work in the company and provide suitable staff free of charge.

3.4 If the Client builds on the software made available by VAMAT and thereby connects to an interface of the software, the duty to remedy a defect shall extend to the interface only if and insofar as the possibility of the interface and its specifications have been made known by VAMAT in writing.

3.5 If the Client modifies or changes the software, the obligation to remedy a defect will lapse, unless the Customer was authorised to do so and proves beyond doubt by means of a test with the non-changed software that the defect is not causally related to the modification.

3.6 After expiry of the period referred to in paragraph 2, VAMAT shall only be obliged to rectify any shortcomings if a maintenance contract has been concluded between the parties that includes such rectification.

4. Indemnity

VAMAT shall indemnify Client against claims by third parties based on the fact that software made available by VAMAT would infringe their intellectual property rights, provided that the following conditions are cumulatively met:

- the relevant software was developed by VAMAT itself;
- the software is used by the Client within the Netherlands;
- the alleged infringement is not related to changes made to the software by or on behalf of the Client;
- Client has informed VAMAT immediately and in writing of said third-party claims and leaves the (manner of) settlement of the case entirely to VAMAT; and
- Client shall cooperate fully with VAMAT in defending against the claims, if necessary on behalf of Client.

If it is irrevocably established in court that the software developed by VAMAT infringes the intellectual property rights of any third party, VAMAT shall ensure that the software is adapted in such a way that it can be used undisturbed or provide other, functionally equivalent software. If this is not reasonably possible, VAMAT shall compensate Client for the residual book value of the infringing software against surrender of the software. Further liabilities or indemnification obligations of VAMAT due to infringement of intellectual property rights of third parties are excluded.

5. User support

If and to the extent agreed, VAMAT shall provide support to the Client at the rates and conditions in force at VAMAT at the time of performance. This includes:

- assistance in commissioning and using the software
- support in the identification and elimination of faults in the use of software and hardware that are not covered by the duty to eliminate a defect;
- additional copies of the user documentation;
- Activities related to installing, implementing, duplicating and translating software;
- consulting, software engineering and other support work;
- performance of work to remedy a deficiency outside VAMAT's usual working hours;
- the diagnosis or elimination of a deficiency due to inexperienced use of software, operator error or other circumstances not attributable to VAMAT.

6. Termination of right of use

If the right of use ends, the customer shall immediately return the relevant software and user documentation including all copies to VAMAT and immediately delete the software.

III Special provisions for ancillary work such as installation, assembly, commissioning, maintenance, overhaul and repair, as well as advice, training and support

1. Quality and scope of performance of VAMAT

VAMAT shall perform the work with due care and shall make qualified persons available for its execution. If the instruction is given with a view to performance by a specific person, VAMAT shall always be entitled to replace this person by another with similar qualifications. VAMAT shall only be obliged to perform services expressly agreed with the Client. VAMAT shall only be obliged to perform additional work to which it has agreed in writing in advance. VAMAT may designate personnel of the Client ordering additional work as authorised to do so.

VAMAT accepts no liability for the suitability and soundness of designs, drawings, guidelines, materials and the like prescribed or provided by or on behalf of the Client.

2. Consultancy and support activities

Unless expressly agreed otherwise, consultancy and support work shall be carried out under the responsibility of the Client, using the expertise and assistance of VAMAT.

3. Working hours

VAMAT shall perform the work at normal working hours unless otherwise agreed. Normal working hours are working days between 08.30 and 17.00. Travel time and waiting time count as time worked.

4. Client's obligations

The Client warrants that VAMAT can commence its work on time and without delay. The Client must make available in good time, in the desired form and manner, all information and documentation which VAMAT deems necessary for the correct performance of the work. The Client must also inform VAMAT without delay of facts and circumstances which may be relevant in connection with the performance of the work.

The Client guarantees the accuracy, completeness and reliability of the information and documentation made available to VAMAT, even if they originate from third parties, insofar as the nature of the assignment does not dictate otherwise.

The Customer shall in any event perform the following at its own expense and risk, unless they are not necessary for the work or have been agreed otherwise:

- the provision of drawings and other necessary information and documentation not to be made by VAMAT regarding the work to be carried out and the work site;
- the acquisition of permits and consents necessary to carry out the works;
- having third parties carry out the required inspections;
- carrying out civil works, such as chopping, breaking, foundation, painting, earthworks and scaffolding;
- the supply of gas, water, electricity and (compressed) air in sufficient quantities including the corresponding connection points as well as the provision of sufficient telecommunication facilities;
- the disposal of waste water, waste materials including packaging materials and wastes;
- the provision of suitable working space or accommodation for persons deployed by VAMAT for the performance of the work, equipped with all reasonably necessary facilities such as sanitary facilities, lighting, heating, information and telecommunication facilities, adequate furnishings (e.g. lockable cupboards) and sufficient storage space;
- taking all safety and precautionary measures that are necessary or desired by VAMAT in order to perform the work in accordance with government regulations. This also includes safety measures, which are required on the basis of occupational health and safety regulations. Environmental legislation are necessary due to special risks associated with the work, which exceed the usual risks associated with VAMAT's regular activities.

The additional work and/or additional costs and damage resulting from the delay in the execution of the order, caused by the failure to perform the required services, or failure to perform them on time or properly, shall be borne by the Client.

5. Fees

Settlement shall take place on the basis of time spent and items used for the work, unless agreed otherwise. Time spent and items used shall be justified by or on behalf of VAMAT on statements intended for that purpose. A copy of these statements shall be handed to the Client to be signed for approval. A statement shall be deemed approved if no written reasoned objection has been made to its contents within fourteen calendar days of its submission. After approval, settlement on the basis of these statements cannot be objected to. Settlement shall take place in accordance with the rates, surcharges and prices applicable at VAMAT during the performance of the work. The Client shall additionally reimburse VAMAT:

- travel and accommodation costs, including costs of overnight or temporary accommodation;
- costs for the use of tools, equipment and special instruments;
- transport costs.

If a total price or settlement price per unit is agreed for the work, this shall apply for execution within the normal working hours referred to in Article 2 and on the basis of execution under circumstances known to VAMAT at the time the contract is concluded. If cost-increasing circumstances arise or come to light after conclusion of the contract as a result of causes not attributable to VAMAT (e.g. new government regulations or inspection bodies), VAMAT may charge the Client for the additional costs resulting from this.

Orders for additional work, whether verbal or written, shall entitle VAMAT to additional payment.

6. Completion and acceptance

When, in VAMAT's opinion, the agreed work has been completed, it shall notify the Client accordingly. Within fourteen days thereafter, the Client shall inform VAMAT in writing whether or not it accepts the work performed. The work shall be deemed accepted if the Client fails to timely notify VAMAT of its acceptance. The work shall also be considered accepted the moment the Customer puts the work into functional use. A shortcoming that does not seriously impede operation shall not constitute grounds for non-acceptance, without prejudice to VAMAT's obligation to remedy this shortcoming.

Upon acceptance of the work, the Client's rights in respect of shortcomings which he has discovered or could reasonably have discovered during the acceptance period and which he has not reported to VAMAT in writing shall expire.

7. Repair of deficiencies

Notwithstanding the General Provisions, the period within which defects in maintenance, overhaul and repair work are eligible for free repair is three months after completion of the work.

8. Risk

At VAMAT's request, immediately after supplying materials, parts, tools and the like to the work location, Client shall sign a list showing the number and condition of these items at the work location. Damage and full or partial loss of said items, insofar as not attributable to the fault of VAMAT, shall be at the Client's expense.

If items originating from the Client are damaged or destroyed in whole or in part before acceptance, the Client shall bear the risk thereof, insofar as VAMAT is not to blame for the damage or loss.

9. Termination

The Client shall only be authorised to limit the assignment or terminate the contract early if VAMAT agrees to this in writing in advance. In this case, the Client must reimburse VAMAT for all costs and damages associated with the termination.

10. Transfer of legal relationship

VAMAT shall be authorised to transfer one or more of its obligations or its entire legal relationship to Client to a third party. VAMAT shall inform Client of this transfer in writing. Client shall be authorised to transfer one or more of its obligations or its entire legal relationship to VAMAT to a third party if VAMAT expressly agrees to this in writing in advance.

