

APPLIED MICROSPHERES B.V.
GENERAL TERMS AND CONDITIONS OF DELIVERY 2021©

Version 05-2021

SECTION A

1 Definitions

1.1 Offer: Every Offer made by the Contractor to the Client.

1.2 Advice: Providing advice in a general sense, including in any event providing advice in the area(s) of application of the products delivered by the Contractor, the preparation for their use and advice with regard to equipment to be used by the Client.

1.3 GTC2021: These general terms and conditions of delivery, consisting of

- Part A with general provisions;
- Part B with supplementary provisions regarding the supplying of services, including R&D, advice and service.

1.4 Documentation: Any pamphlets, product information, factory drawings, instructions, test certificates, catalogues, price lists and folders supplied by the Contractor, 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, explanations, ideas, models, samples, tables, diagrams, databases, software, calculations and all other information of a confidential nature.

1.5 Shortcoming: There is a Shortcoming if, based on the Agreement, the item/service

supplied by the Contractor to the Client is not complete and/or does not comply with the specifications and/or does not possess the feature(s) that the Contractor explicitly confirmed with the Client prior to or upon concluding the Agreement.

1.6 Item/Service Supplied: The Item/Service Supplied by the Contractor based on the Agreement, including the (part of the) Work and/or the Activities that the Contractor supplied to or provided respectively to the Client on the basis of the Agreement.

1.7 Without Delay: as soon as reasonably possible.

1.8 Order: The Activities agreed upon as well as the Work agreed upon and any other items/services to be supplied by the Contractor on the grounds of the Agreement.

1.9 Confirmation of the Order: The Written notification from the Contractor to the Client containing a summary of the content of the Agreement. As a rule, the Confirmation of the Order describes the scope of the delivery agreed upon and the prices and terms and conditions agreed upon.

1.10 Client: The Party for whom the Offer made by the Contractor is intended, to

whom the Contractor has supplied and/or with whom the Contractor has entered into an Agreement.

1.11 Contractor:

Applied Microspheres B.V. registered in the trade register of the Chamber of Commerce with number 31040694, his representative (s), authorized representative (s) and legal successor (s) and any other (legal) person with demonstrable approval of the statutory directors making use of these general conditions.

1.12 Agreement: The Agreement between the Client and the Contractor, including any change(s) that came about after the conclusion of the agreement, and the contract extras and variations resulting in less work agreed upon.

1.13 Parties: Client and Contractor.

1.14 Party: One of the Parties.

1.15 Written or In Writing: correspondence by registered letter, bailiff's notification, regular post or fax. This also includes correspondence by electronic medium (for instance by e-mail or web form) to the extent that none of the Parties has demonstrably objected to the use of the respective electronic medium.

1.16 Supplier: The party from whom the Contractor purchases the goods that are offered.

1.17 Work: The item of a material nature or parts thereof that are to be realised by the Contractor for the Client in compliance with the

Agreement, including but not limited to the supply of particles of polymer, glass, or silica, whether or not provided with (fluorescent) dyes, or modified surfaces or magnetic properties.

1.18 Activities: The Activities that the Contractor conducts for the Client in realising the Agreement concerning the provision of services insofar as these do not concern the realisation of a Work for the Client. This includes for instance conducting research and development (R&D), performing feasibility studies and rendering advice.

2 Applicability of the GTC2021, titles and language

2.1 Applicability

These terms and conditions apply to every Offer, to every delivery on the part of the Contractor, to every Agreement between the Contractor and the Client and to every other legal relationship between the Client and the Contractor. Any deviations to these GTC2021 will only be considered to be in force insofar as these have been explicitly confirmed In Writing to the Client by the Contractor.

2.2 Authorised Persons

Only the employees in the employment of the Contractor who are appropriately authorised according to the commercial register of the Chamber of Commerce are authorised to carry out acts intended to have legal effect on behalf of the Contractor. Any juristic acts concluded by persons other than the authorised persons to do so according to the commercial register cannot be invoked against the party on behalf of which the juristic acts were carried out unless the Contractor has affirmed these juristic acts

In Writing. Juristic acts are understood to mean, among other things, making an Offer, guaranteeing certain characteristics of a product, making promises with respect to the delivery dates, making changes to previously concluded arrangements, concluding an agreement, etc.

2.3 Requirements digital communications
In the course of the duration of the legal relationship, the Contractor may opt to set requirements for the communication between the Parties or regarding the performance of juristic acts via digital media.

2.4 Titles of clauses
The titles and the articles of the GTC2021 serve solely to simplify their interpretation and comprehension and have no other significance. In particular, the titles are not to be used further to the interpretation of the GTC2021.

2.5 References
In those cases in which the GTC2021 refer to article numbers, the article numbers concerned refer to the articles in the GTC2021, unless it is evident from the text that the reference refers to an article or articles from some other (external) document or source.

2.6 Proof of receipt
In the event that the recipient disputes having received certain correspondence In Writing, then the burden of proof that the recipient has received the correspondence concerned will lie with the sender. In the event that this concerns correspondence per electronic medium, then only the data concerning the sending and receiving as registered on the server(s) of the

Contractor will serve as proof, except for convincing evidence to the contrary.

2.7 Mutual priority of clauses
Insofar as a clause in section B of the GTC2021 applies to the Agreement concerned or to part of this Agreement, and a clause in section B is inconsistent with a clause in section A, then the clause in section B will prevail over the clause in question in section A with which it is inconsistent.

2.8 Leniency
If the Contractor does not invoke any provisions of these GTC2021 – intentionally or unintentionally – this shall not be construed as a waiver or forfeiture of the right to invoke such provisions at a later time.

3 The Offer and the realisation of the Agreement

3.1 Free of obligation
All offers are free of obligation unless the Offer specifies a term of acceptance. Any Offer that is made free of obligation may be withdrawn Without Delay after having been accepted. No Agreement will be concluded in that case.

3.2 Offer and acceptance
The Agreement will be concluded further to an Offer In Writing and its approval subject to article 3.4. up to and including 3.7.

3.3 Sales via webshop
In deviation of the other provisions of this article, an Agreement further to an order via a webshop will not be concluded until the moment that the order is confirmed In Writing by the Client towards the

Contractor by means of a Confirmation of the order.

3.4 Changed acceptance

To the extent that the acceptance by the Client deviates in any respect from the Offer made by the Contractor, the Agreement will only come about at the moment at which the Contractor accepts the deviation In Writing and by doing so commits the realisation and content of the Agreement by means of an Order Confirmation.

3.5 Non-written acceptance

In the event that the Offer or its acceptance and/or the Offer and its acceptance did not take place In Writing, then the Agreement will not be concluded until the Contractor confirms the conclusion and the contents of the Agreement by means of a Confirmation of the Order, unless the Client objects to this Without Delay In Writing.

3.6 Agreement pursuant to commencement activities

If the procedure as set out in Articles 3.2, 3.4 or 3.5 is deviated from for any reason whatsoever, the Agreement will be brought about with due observance of the following. In that case, the Agreement will be brought about at the moment at which the Contractor actually commences with the execution of the Agreement or orders a third party to do so. In a situation like this, without prejudice to any evidence to the contrary to be submitted by the Client, the invoice is deemed to convey the content of the Agreement completely and correctly.

3.7 Attached information

Documentation provided by or on behalf of the Contractor will only

bind the Contractor insofar as the Offer explicitly refers to data in this Documentation.

3.8 Documentation in single copy

The Contractor will provide Documentation in single copy free of charge insofar as agreed upon or insofar as relevant in the opinion of the Contractor. The Client will owe the Contractor a reasonable reimbursement of the costs for any additional copies of Documentation of this kind.

3.9 Furnishing of security

The Client will provide the Contractor adequate securities at its own expense at the first request of the Contractor with respect to the timely compliance with its obligations further to the Agreement.

3.10 Engaging third parties

The Contractor is authorised to engage third parties for the purpose of the realisation of the Agreement as concluded between the Parties and to charge the costs involved to the Client in accordance with that Agreement.

4 Secrecy

4.1 Prohibition

The Client is prohibited to copy or reproduce Documentation or parts thereof in any shape or form, or to make such (or have others make such) known to third parties, to allow third parties the use of, to sell to third parties or to make available to third parties, without the permission In Writing of the Contractor.

4.2 Right of use Documentation

The Client is only allowed to make use of Documentation insofar as this is necessary

further to the realisation or compliance with the Agreement. At the first request of the Contractor, as well as in the event that the Agreement is not concluded, ends prematurely or is cancelled, the Client is to immediately return all of the Documentation that it has received to the Contractor at its own expense.

4.3 Limited circle of readers

The Client will only share the Documentation with its own employees within its own organisation and only insofar as necessary further to the realisation of or the compliance with the Agreement. Upon taking delivery of the Documentation, the Client guarantees that it has taken and will timely take adequate measures in order to prevent that the Documentation or parts thereof are leaked to any persons other than the persons/third parties who may take cognizance of the Documentation on the grounds of this article.

5 Amendment to the Agreement

5.1 Only In Writing

Any amendments to the Agreement can only be agreed upon In Writing. In the event that the Parties have reached agreement on a certain amendment to the Agreement, then the Contractor will confirm the amendment with the Client In Writing. It will in any case be evident from this confirmation what will be the intrinsic, financial and time-related consequences of the amendment.

5.2 Or amended implementation

If the Parties agree on the desired amendment to the Agreement in terms of content, yet the Requirement to Submit an Amendment In

Writing as laid down in article 5.1 has not been met, and the Contractor is complying with the Agreement in its amended form with the knowledge of the Client, then the invoice or invoices received by the Client from the Contractor will be deemed to specify the correct content and scope of the amended Agreement, except with proof of the contrary to be provided by the Client.

5.3 Costs of Items/Services already Delivered

If an amendment of the Agreement has been agreed on, the Client will at least be held to pay the agreed price to the Contractor for the Items/Services already Delivered by the Contractor until the moment of amendment and/or the activities performed until that moment.

5.4 Costs of amendments

In the event that an amendment to the Agreement has been agreed upon, then the Client is to reimburse the Contractor for the costs involved further to this amendment, which costs will be determined in reasonableness by the Contractor. One may consider in this respect the cost price of materials or manpower already purchased, price changes on the part of suppliers or the cancellation costs as a result of the cancellation of deliveries that were initially necessary further to the compliance with the unaltered Agreement.

5.5 Delivery times change accordingly

If an amendment to the Agreement has been agreed upon then the Contractor will have the right to deviate from delivery times and completion times previously agreed upon insofar as such is necessary in the opinion

of the Contractor in order to comply with the Agreement in its altered form.

6 Premature termination

6.1 Mutual consent

Parties can agree exclusively jointly to terminate the Agreement prematurely as well as the conditions under which the respective termination is to take place.

7 Prices

7.1 Euros

Unless the Offer specifies otherwise, all of the prices are in Euros and exclusive of VAT, exclusive of import duties and other levies, taxes or excise duties, exclusive of the packaging costs, exclusive of the costs of insurance and exclusive of the removal charge(s).

7.2 Costs of transport and insurance

Unless otherwise agreed upon, the costs of transport and insurance are at the expense of the Client.

7.3 Costs of transport and insurance will take place ex-works manufacturer in accordance with the most recent version of the Incoterms that apply at the time that the offer is made, unless otherwise agreed upon.

7.4 Other costs

The costs of, calibration, validation, gauging, instruction, tests and inspection and putting into operation are not included in the price.

7.5 Currency fluctuations > +/- 2%

In the event of a non-committal Offer and if this reservation has been included in an Offer that is not non-committal, the

Contractor will be entitled to adjust the prices if the official exchange rate at the moment at which the required goods are purchased and/or at the moment of delivery does not deviate more than 2% from the exchange rate on the date on which the Offer was made, on the understanding that the latter rate is set at 100.

8 Risk

8.1 Risk transport

The risk relating to the transport is provided for in accordance with the provisions of the Inco-terms as agreed upon by the Parties (see article 7.3).

8.2 Transport risk within the gates

The risk during transport on the premises of the Client is at all times at the expense of the Client, unless the Client can prove that the damage was brought about due to intent or gross negligence on the part of the management of the Contractor.

8.3 The risk of theft, damage or deterioration shall in any case pass to the Client at the point at which the Contractor has fulfilled all its obligations under the agreed provisions of the Incoterms.

8.4 Risk actions

Except in cases of intent or gross negligence by the Contractor's management and unless agreed otherwise, without prejudice to article 17, the Client shall bear the consequences of the following risks: The risk of theft, damage, perishing or deterioration of Item/Service Supplied by the Contractor, the property of the Client or that of third parties in connection with the Contractor's carrying out of activities for the purpose of the Item/Service Supplied by the Contractor.

8.5 At-risk items held by the Contractor
If the Contractor has separated items from its other stock items for the Client but has not yet delivered these for whatever reason or if the Contractor is holding items for the Client, the Client shall bear the risk of loss, theft, damage, perishing or deterioration unless the conscious risk was realized as a result of intent or gross negligence on the part of the Contractor's management.

8.6 Risk of returning the Client's items
If the Contractor has items from the Client in its possession, for example for inspection, etc. and these items are to be forwarded or transported for any reason, the Client shall bear the risk of loss, theft, damage, perishing or deterioration during transport.

9 Delivery

9.1 Administrative costs
The Contractor can, for orders not exceeding an amount to be determined by the Contractor, charge a fee to be determined by it as a contribution to the administrative and logistic costs.

9.2 Point of delivery
The point of delivery in the case of delivery within the Netherlands shall be the point at which the goods to be delivered are offloaded at the agreed location. The point of delivery shall, in the case of delivery outside the Netherlands be the point at which the Contractor has fulfilled all obligations under the Incoterms as agreed by the Parties (see article 7.3). For the point at which the risk passes, see article 8, for the point at which ownership passes, see article 15.

9.3 Reporting transport damage, etc.
The Client shall report any shortages, shortcomings and damage In Writing directly to the Contractor within 24 hours of the delivery failing which the Client shall be considered as having received the goods in good order, complete and free of damage or shortcomings.

9.4 Partial deliveries
The Contractor shall be entitled to deliver the goods in parts and to invoice these separately.

9.5 Acceptance
To the extent that with respect to delivery, a test, sample or inspection (referred to hereinafter as: 'Acceptance Test') has been agreed on and a Shortcoming is identified, this Shortcoming is to be reported Without Delay, with due observance of the provisions of Article 16.4. If, Without Delay after the Acceptance Test, no Shortcoming is reported with due observance of the provisions of Article 16.4, the delivery will be deemed to be in conformity with the justified expectations of the Client.

9.6 Returns
Returns to the Contractor of goods supplied by the Contractor or any part of these, shall, for whatever reason, take place only following prior confirmation In Writing and subject to any forwarding instructions from the Contractor to the Client.

9.7 Unaccepted goods
If the Client rejects a delivery from the Contractor or informs it that it shall not accept a delivery, the Contractor shall nevertheless be entitled to invoice the Client for the respective goods and to store or arrange for the storage of such goods at its own discretion at the Client's expense

and risk if it deems this to be appropriate without prejudice to all other rights afforded to it under the law in connection with the Client's failure to comply.

9.8 Permits

The Client shall, at its expense, take care of all permits, concessions, licences, approvals, etc., that the Contractor shall require in order to fulfil all its obligations under this Agreement.

10 On demand orders

10.1 Definition

The Parties may agree that the Client shall purchase a certain quantity within a certain period and that the Client shall purchase this quantity in more than one separate delivery in accordance with a fixed demand schedule. This arrangement shall be referred to below as an "On Demand Order". The Contractor shall in such case be entitled to invoice separately for such special deliveries.

10.2 On demand deliveries

If an On Demand Order has been agreed, the Contractor shall offer the separate part deliveries on the agreed delivery dates without the Client being required to negotiate these.

10.3 Deviations from the on demand schedule

Once an On Demand Order has been agreed, the Parties may agree that a certain delivery time in the delivery schedule may be deviated from subject to the following paragraphs of this article.

10.4 Written confirmation

A change to the on demand schedule shall not take effect until the

Contractor has confirmed the changed delivery dates for the respective part deliveries to the Client In Writing.

10.5 Extended storage

If due to an agreed change to the on demand schedule, the Contractor is required to keep goods in storage for longer than would be the case if the original on demand schedule had been adhered to, the Contractor shall hold these at the Client's expense and risk.

10.6 Changes to on demand schedule and end date

If the Parties agree on a new delivery date for a specific part delivery with respect to an On Demand Order, the other agreed delivery dates for part deliveries shall remain unchanged and so shall not also automatically be postponed. A new agreed delivery date for a part delivery shall not be later than the originally agreed delivery date for the last part delivery of the On Demand Order. If the Client wishes to change the last date of the On Demand Order, this Agreement shall be amended in accordance with article 5.

10.7 Interruption of On Demand Order

An On Demand Order may only be terminated on the approval of both Parties in accordance with article 6. If the agreed price was based on the purchase of a certain volume and if on the final purchase of a lower volume, a higher price is charged, the Client shall in any case be obliged to pay the additional amount without prejudice to article 6.

11 Delivery times

11.1 Non-binding deadlines

The Contractor shall state the estimated delivery times in its Offer. The Contractor

can verify and confirm these estimated delivery times to the Client once this Agreement has been concluded. The verified delivery times may deviate from the estimated delivery times in the offer. Neither estimated delivery times nor verified delivery times shall be binding.

11.2 Extended delivery times

Due to the fact that the purchase, production, assembly and transport of the ordered goods and the substances, raw materials and semi-finished products used in their manufacture can be prone to unexpected situations over which the Contractor in all reasonableness has no influence in its assessment, the Contractor shall be entitled at all times to extend the verified delivery times by a maximum of four weeks. The Contractor shall to this effect send confirmation of the new verified delivery period(s) prior to expiry of the verified delivery deadline.

11.3 Termination after fourth extension

The Client shall be entitled to terminate all or part of this Agreement if the expected delivery time has been extended more than four times. If the Client terminates this Agreement based on this condition, this shall not lead to any obligation by either Party to compensate for any damage suffered by the other Party as a result of this termination.

11.4 Notice of default required for commencement of default if delivery date has been agreed on.

If the Parties on request from the Client have agreed that deliveries shall take place on a specific day and that it shall be stipulated in writing before or on concluding this Agreement that later delivery shall not be acceptable, the Contractor shall, with respect to the

exceeding of these agreed delivery times, not enter into default until it has been placed in default In Writing and has been provided with a reasonable period for delivery. For determining such reasonable period, account shall be taken in any case but not exclusively, of the actually current delivery periods and the production times, the duration of any transport and the availability of raw materials and building materials.

12 Force majeure (no-fault failure)

12.1 No obligation in the case of force majeure

Neither of the Parties shall be obliged to fulfil any obligations, including any warranty obligations agreed between the Parties if it is prevented from doing so as a result of force majeure.

12.2 Scope

Force majeure shall be deemed to include: (i) force majeure on the part of the Contractor's Suppliers, (ii) failure to properly fulfil obligations by Suppliers that the Client requires the Contractor to use, (iii) deficiency of items, or materials from third parties that the Client requires the Contractor to use, (iv) governmental actions, (v) electricity failure, (vi) failure of the Internet, service providers, computer network or telecommunication facilities, (vii) war, (viii) occupation, (ix) strike, (x) general transport problems and (xi) the unavailability of one or more members of staff whose personal efforts are essential in carrying out this Agreement, (xii) terrorist attacks or occupation, (xiii), epidemics and pandemics, (xiv) financial crisis, (xv) the non-functioning of the payment network of the banks concerned.

12.3 (Partial) Dissolution

If a situation of force majeure exceeds a period of ninety days, each of the Parties will be entitled to dissolve the Agreement In Writing or, if there has been any performance pursuant to the Agreement, to dissolve the Agreement in part. In the event of a partial dissolution or the impossibility of undoing the performance, the Parties will be held to make a part payment or to compensate the value. Payments to be made with respect to this settlement are to be made by the Parties Without Delay.

12.4 Reporting force majeure

If the Contractor wishes to claim force majeure, it shall inform the Client of this as soon as practically possible. The consequences of force majeure shall come into effect from the moment that the circumstance leading to this, the cause or incident has occurred.

12.5 Suspension

If the Contractor is prevented by force majeure from fulfilling any due obligation towards the Client and the Contractor believes that the force majeure shall be of a temporary or transitory nature, the Contractor shall be entitled to suspend the carrying out of this Agreement until the situation that caused or is causing the force majeure has ceased.

12.6 Priority

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

13 Warranty

13.1 Product warranty

With due consideration for the other provisions of these terms and conditions, the Contractor shall only guarantee that the Item/Service Supplied with the exception of consumables at the point of delivery shall comply with the product specifications and that they possess the properties confirmed by the Contractor to the Client In Writing before or on conclusion of this Agreement.

13.2 Warranty period

Unless other warranty periods are mentioned in the Offer, the warranty period mentioned in 13.1 for new cases is twelve (12) months as from the moment of delivery. No warranty shall be provided for used items that the Contractor supplies unless the Offer states otherwise.

13.3 Reporting Shortcomings during the warranty period

If the Client has become aware of a Shortcoming and wishes to make a claim under the warranty regarding the defective delivery, the Client shall report this Shortcoming in accordance with article 16.4 failing which this right shall lapse.

13.4 Replacement

If the Contractor believes there is indeed a Shortcoming that is attributable to it and the Client due to this shortcoming has rights under the warranty in accordance with article 13.1, the Contractor shall at its discretion arrange replacement of the respective item.

13.5 Returns to the Contractor

The Client shall send any goods under warranty to the Contractor at its own expense. The Client shall bear all costs arising due to this

such as but not limited to, costs associated with calibration, verification, starting up, loss of production, waiting time, downtime, packaging, insurance and transport.

13.6 Reimbursement of costs

If the Contractor believes that the goods sent to it under warranty following inspection do not show any Shortcomings or if the Client has no rights under the warranty, the Client shall be obliged to reimburse the Contractor for all costs of inspection, storage and dispatch.

13.7 What is not covered by the warranty
Without prejudice to the other provisions of this article, the Client shall in no case be entitled under the warranty:

- If the Item/Service Supplied has not been used for the purpose and under the circumstances for which they were delivered;
- If the Item/Service Supplied was used contrary to the instructions and regulations, etc.;
- With regard to items provided by the Client for processing;
- On Activities carried out with the character of an obligation to perform;
- With respect to items required by the Client or drawn by the Contractor from third parties designated by the Client.

13.8 Lapse of warranty

All claims under the warranty shall lapse immediately at the point at which, without the Contractor's confirmation In Writing:

- The Item/Service Supplied is not or has not been used or handled carefully in accordance with the provided and/or applicable (factory) regulations or operating instructions;

- The Item/Service Supplied is otherwise not or has not been used or handled properly;
- The Item/Service Supplied is or has been used or applied for other purposes than originally intended;
- The Item/Service Supplied is or has been used in a manner not reasonably envisaged by the Contractor based on the details with which the Client provided the Contractor before or on concluding this Agreement.

13.9 Release from warranty obligations

As long as the Client fails to comply or comply fully with one or more of its contractual obligations towards the Contractor, the Contractor shall be released from its warranty obligations from the point at which the Client fails to properly fulfil its obligations up to the point at which the Client has once more fulfilled all its obligations towards the Contractor. The warranty period shall continue during the period that the Contractor has been released from its warranty obligations.

13.10 Damage during the warranty period

As far as the Contractor shall be obliged during the warranty period to compensate for damage or costs incurred by the Client due to a shortcoming, the Contractor's fulfilling the warranty obligation shall be considered the only and full compensation.

14 Security rights

14.1 Right of retention

The Contractor shall have a right of retention over all goods from or on behalf of the Client in the Contractor's possession for any reason as far as the Client fails to fulfil any of its obligations towards the Contractor.

15 Reservation of ownership

15.1 Extended reservation

Without prejudice to article 8 on the risk and its transfer, all goods supplied by or on behalf of the Contractor shall remain the Contractor's property up to the point at which the Client has fulfilled all due obligations towards the Contractor.

15.2 Proper care

The Client shall be obliged – as long as under article 15.1, the goods supplied by or on behalf of the Contractor are still the Contractor's property – such goods shall be kept separately from other goods in such a way as to be easily and clearly identifiable as the Contractor's property.

15.3 Claims

In case of non-payment of any amount owed and due by the Client to the Contractor and in the event that this Agreement ends other than by way of completion, the Contractor shall be entitled to demand the return, as its property of the goods to which the reservation of ownership relates and to take (or arrange for the taking of) measures, subject to the offsetting of any monies already paid for these goods without prejudice to the Contractor's rights to claim compensation for any loss or damages. In case of such non-payment or termination of this Agreement, any demand by the Contractor against the Client shall be immediately due in full.

15.4 Reclaiming goods

The Client shall on first request from the Contractor, issue authorization for the immediate return of the goods not yet paid in full wherever these may be. The Client

shall be obliged on first request from the Contractor, to provide its assistance in order to enable the Contractor to exercise its reservation of ownership.

15.5 Consequences of sale

The Client shall be entitled to sell or use the goods that are subject to reservation of ownership by the Contractor in its normal business activities; no security rights may however be attached to these goods and 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. If goods are delivered that are still subject to reservation of ownership by the Contractor, the Client shall be obliged to reserve ownership itself and on first request from the Contractor to transfer to the Contractor all demands against the Client's debtor up to the amount owed.

16 Prevention of damage, reporting Shortcomings

16.1 Due care by the Contractor

The Contractor shall exercise the appropriate care in carrying out this Agreement as may in all reasonableness be expected of it. It cannot however be ruled out that the Item/Service Supplied by the Contractor shall not reach the Client free of Shortcomings due to events during transport or unforeseen circumstances or that they shall show Shortcomings resulting from the way the Client uses these.

16.2 Preventing damage

It may be possible to use the Item/Service Supplied by the Contractor for the Client's processes or installations. The Contractor

shall not generally be aware of the manner in which the Item/Service Supplied is installed or used, the circumstances under which the goods delivered are used or the specific demands placed on the Item/Service Supplied. The Item/Service Supplied unexpectedly showing a Shortcoming may represent damage for the Client. The amount of this damage depends largely on how the Client's processes and installations are set up and the purpose of such processes and installations. Client shall be responsible for taking sufficient measures to prevent unnecessary or an unnecessarily high level of damage if an item/service supplied by the Contractor shows a defect.

16.3 Warning

Use of items that are not functioning properly can have serious consequences for the functioning of processes or installations of which the Item/Service Supplied are part or for persons involved in this. The Contractor therefore strongly advises against this.

16.4 Report shortcomings

The Client shall report any Shortcomings to the Contractor In Writing immediately on gaining knowledge of this or reasonably being expected to have gained such knowledge when it would have taken sufficient measures provided for under article 16.2. The report of the Shortcoming shall be of such a concrete nature that it shall be clear to the Contractor without having to make any further enquiry as to what is the nature of the Shortcoming and what actions can be reasonably expected of it. The report on the Shortcoming shall describe all relevant circumstances that are or could be of importance for assessing what led to the Shortcoming.

17 Liability

17.1 Conditions of damage compensation
Except in the case of intent or gross negligence by the Contractor's management and with consideration for the other provisions of GTC2021 and in particular, the other paragraphs of this article, the Contractor shall only be obliged to compensate the Client for the damage that it has suffered due to a Shortcoming. The obligation to compensate for damage shall not arise before all the following conditions have been fulfilled:

- The Client shall have informed the Contractor of the Shortcoming as described in article 16.4.
- There must be a situation of default as provided for under articles 17.2 and 17.3.
- The damage shall be attributable to the Contractor.
- The Client shall have made it sufficiently clear that it has taken enough safety precautions to prevent or limit damage as stated for example, in articles 16.2 and 16.3.

17.2 Period of default

The Contractor is in default during the period in which the performance fails to take place after it has become due and the requirements of Article 17.3 have been met, unless the delay cannot be attributed to the Contractor, or unless compliance has become permanently impossible.

17.3 Notice of default

The default provided for in article 17.2 shall only apply once the Client has placed the Contractor in default In Writing whereby it is set a reasonable period in which to comply and it fails to comply within this period. For determining such reasonable

period, account shall be taken in any case but not exclusively, of the actually current delivery periods and the production times, the duration of any transport and the availability of raw materials.

17.4 Liability insurance

The Contractor may but need not take out an insurance against damage caused by a shortcoming in complying with the Contractor's obligations towards the Client which can be attributed to the Contractor. By entering into an Agreement, the Client accepts that the Client has the duty to check in advance if the coverage offered by the liability insurance taken out by the Contractor is sufficient in the former's opinion for the respective Order. At the Client's first request, the Contractor will send the Client a copy of the respective insurance policy document.

17.5 Limitation liability

If the Contractor is liable towards the Client, with due observance of the foregoing, and is held to compensate the latter's damage, the obligation to compensate the damage will be limited to compensating the direct damage, not exceeding the amount under the Agreement (exclusive of VAT). If the Agreement is primarily a continuing performance contract with a term exceeding one year, the amount referred to above will be the total of the compensations (exclusive of VAT) agreed on for one year. The compensation obligation will never exceed €500,000.00 (five hundred thousand euros).

Direct damage is understood to mean exclusively: (I) replacement costs, (II) the reasonable costs for establishing the cause and extent of the damage, (III) reasonable costs incurred to prevent or limit the

damage to the extent that the other party demonstrates that these costs have led to confinement of the direct damage as referred to in these general terms and conditions.

In the case that the insurer pays an amount with respect to the

Contractor's liability as referred to above, the compensation obligation will also be limited to the amount paid by the insurer for the respective case or the amount covered by the insurance.

17.6 Exemption of liability for indirect damage

The Contractor's liability shall in any case be excluded for indirect or consequential damage including in any case:

- Other damage than the damage for the Contractor for rectifying the direct consequences of the failure to comply;
- Damage due to loss of profit, downtime, perishing or deterioration of goods as a result of downtime, loss of savings, stagnation or reduced goodwill;
- Damage resulting from third party claims including the Client's customers;
- Damage in connection with the use of items by the Contractor stipulated by the Client such as but not limited to: installations, tools, machines, materials or data, information or software from third parties;
- Damage to mutilation, destruction or loss of data, digital equipment settings, software, information, details or documents.

17.7 Other exceptions

The Contractor's liability shall also be excluded in the event of:

- Direct and indirect consequences of the Client's failing to adhere strictly to the instructions of use.
- Abnormal or unforeseen circumstances or at least circumstances with which the Contractor in all reasonableness need not have taken into account based on the details with which it was provided on concluding this Agreement.
- Damage against which the Client could have insured itself.

17.8 Cumulation

The exceptions and limitations of the Contractor's liability as provided for under article 17 shall not affect the other provisions and exceptions as provided for under GTC2021.

17.9 Limitation

Any claim that the Client shall have against the Contractor shall lapse after twelve months after such claim arises and in any case after three years following delivery by the Contractor irrespective of the grounds on which this claim is based.

17.10 Release

The Client shall release and indemnify the Contractor from all third party claims for compensation due to damage suffered by such third parties including claims due to product liability and the violation of intellectual property rights as a result of goods, including goods from the Contractor supplied by the Client to such third parties.

17.11 Claim against GTC2021 by others

The provisions in this article and all other restrictions and exclusions of liability provided for in the GTC2021 shall also apply in favour of the Contractor's employees and all (legal) persons of which the Contractor uses in carrying out this

Agreement and for the benefit of the group of companies of which it is a part.

17.12 General conditions of third parties

With respect to goods and services that the Contractor has obtained from a third party, the conditions relating to the respective agreement as regards the warranty, and liability shall also apply to this Agreement between the Contractor and the Client if and as far as the Contractor claims this. The Client shall give the Contractor the authority to accept a limitation of liability on the part of these third parties by entering into an Agreement.

18 Intellectual property rights

18.1 Property

All intellectual property ("IP") rights to the Item/Service Supplied, developed or provided by the Contractor to or for the Client – including documentation, inventions, ideas, samples, methods, drafts, solutions, analyses, reports, quotations, etc., - shall remain exclusively with the Contractor or its licensor(s) or Supplier(s).

18.2 Rights of use of deliveries

Unless otherwise agreed In Writing, the Client shall in connection with the agreed deliveries, as far as applicable, acquire only the perpetual, non-exclusive and non-transferrable rights of use for the specific application for which the delivery was entitled and only for use in the country where the delivery was to take place according to the Agreement.

18.3 Transfer of user rights

The user rights provided for in article 18.1 shall only pass to the Client at the point at which the respective deliveries shall be

complete and have been carried out correctly and the Client has fulfilled all its obligations towards the Client under this Agreement.

18.4 Registration of IP rights

As far as the rights provided for in 18.1 shall be subject to registration, before such rights shall arise, the Client shall be prohibited from performing the respective registration acts (or having this arranged) without the Contractor's permission in Writing.

18.5 Violation

If any goods sold by the Contractor to the Client in the Netherlands should unexpectedly violate any third party property rights for which the Client is held liable, the Client shall be obliged to inform the Contractor of this immediately In Writing. The Contractor shall in such case be entitled to rectify this violation by:

- Granting the Client the right to use these goods or
- Changing the goods in such a way that this shall no longer constitute a violation or
- Delivering replacement goods that do not constitute a violation or
- Refunding the Client for the purchase price once the Contractor has received the goods minus a reasonable fee for the period that the Client had the use of these goods.

With respect to the violation of IP rights outside the Netherlands, the Client shall have no claim or demand against the Contractor.

18.6 Exclusion of IP liability

The Contractor shall not be liable for the violation of any intellectual property rights or any other exclusive rights resulting from:

- Any change of or to goods sold or delivered by or on behalf of the Contractor;
- Any use or application of such goods other than that prescribed by the Contractor or of which the Contractor may assume based on this Agreement;
- Integration, use or application with goods not sold and delivered by or on behalf of the Contractor including (parts of) systems and networks;

19 Payment

19.1 Conditions of payment

The Client shall pay the invoices in accordance with the conditions stated on the invoice. If no specific conditions are stated on the invoice, the Client shall pay within thirty days of the invoice date. The Client shall not be entitled to offset or suspend payment. The date indicated on the Contractor's bank statements on which a payment is received shall be considered the date on which the payment was made.

19.2 Order of payment

Any payment made by the Client shall – if applicable – first of all be made against the interest owed by it as well as collection and administration costs and then with against any outstanding demands starting with the oldest.

19.3 Late payment

If the Client fails to make payment to the Contractor on time, the Client shall be liable for the statutory rate of interest on commercial transactions with respect to the outstanding amount calculated cumulatively per month without this requiring any demand or notice of default.

The Client shall be in default as of right if it still fails to fulfil its payment obligations within a reasonable period following a reminder, a demand or notice of default. As well as statutory costs, the Client shall from this point be liable for the legal and extra-legal fees actually incurred by the Contractor including those fees charged by the parties and/or legal experts.

19.4 Claims invoices

Claims regarding invoices shall be submitted to the Contractor in writing within eight days of the date of these invoices.

19.5 Continuation of obligation to pay

The reporting of a Shortcoming as provided for in article 13.4 and/or article 16.4 shall not release the Client from its payment obligations towards the Contractor.

20 Termination of this Agreement

20.1 Dissolution

If one of the Parties is in default, the other Party will be authorised to dissolve the Agreement in whole or in part.

20.2 Compensation for damage

The Contractor shall not be liable for compensation to the Client in the event of dissolution by the Client.

20.3 Immediate termination in specific cases

The Contractor may without notice of default dissolve this Agreement with immediate effect in the event the other party is declared bankrupt, cedes property, is granted a (temporary or definitive) suspension of payment, in the event that all or part of the other Party's assets are

seized or in the event that the other Party's enterprise is liquidated or wound up.

20.4 Consequences of dissolution

If either Party dissolves an Agreement in accordance with the provisions of this article, the amount that the Client shall owe to the Contractor at the point of termination or dissolution shall remain payable in full and the Client shall also be liable for interest and costs with respect to these amounts in accordance with GTC2021 without prejudice to the Contractor's right to demand compensation as well as the entitlement to use the rights flowing from the reservation of ownership, to take other (legal) measures as well as claim other rights due to the Contractor.

21 Cancellation at the Client's request

21.1 Mutual agreement

The Client can request that the Contractor agree to the annulling (cancelling) of an Agreement that has already been placed but not carried out. An Agreement may not be cancelled before the Parties have reached an agreement In Writing on the conditions of such cancellation including the amount of the cancellation costs and once the Contractor is of the opinion that all agreed cancellation conditions have been fulfilled.

21.2 Point of cancellation

As long as the Parties have not reached an agreement as to the cancellation conditions or as long as the Contractor is of the opinion that the cancellation conditions have not been fulfilled, the Agreement shall continue and the parties shall remain mutually obliged to fulfil their obligations to one another under this Agreement.

21.3 Cancellation fee

The Contractor shall determine the amount of the cancellation fee on a case-by-case basis. The following factors among others are of importance in determining the amount of the cancellation fee:

- The amount stated in the Agreement;
- The extent to which the Agreement has already been carried out;
- The type of Agreement (delivery of goods, development contract, delivery of a piece of work, etc.);
- The expenses that the Contractor has already incurred up to the point of cancellation and the obligations that the Contractor has entered into in connection with the carrying out of the Agreement;
- The actions to be carried out by the Contractor in connection with the cancellation;
- The profit that the Contractor loses as a result of the cancellation.

21.4 Damage due to cancellation

If an Agreement is cancelled, the Contractor shall in no case be liable to the Client for any damages that it incurs or might incur following this cancellation.

22 Applicable law and disputes

22.1 Dutch law

Dutch law shall apply to all Offers from the Contractor, any Agreement entered into by or on behalf of the Contractor and any other legal relations between the parties. The United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention 1980) shall not apply.

22.2 Choice of court

Disputes arising from a contract concluded between the Contractor and the Client shall be adjudicated by the competent court of the district in which the Contractor is located as the court in the first instance with the proviso that if a particular court is mandatorily appointed as competent court then the dispute shall be decided in the first instance by the court so appointed without prejudice to the Contractor's right to seizure or to take other provisional measures at the place(s) and before the legal bodies that the Contractor wishes.

22.3 Miscellaneous

The provisions of article 22.2 shall not affect the Contractor's right to submit a dispute before the court competent under normal rules of competence or to have this settled by arbitration or binding advice.

23 Validity

If any provision in these GTC2021 is not completely valid or only partially valid and/or not enforceable as a result of any legal directive, judicial judgement or any directive, decision, recommendation or measure from any local, regional, national or supranational authority or body or otherwise then this shall have no effect on the validity of the other provisions in these GTC2021. If a provision in these GTC2021 might not be valid for one or other reason indicated in the previous sentence but would be valid if it had a more limited range or scope then this provision shall be automatically valid with the most far-reaching or extensive range or scope with which or within which it is valid.

SECTION B

24 Applicability

24.1 Activities and Work

The conditions in Section B of the GTC2021 shall apply to all legal relations between the Client and the Contractor regarding the carrying out of Activities and the contracting for Work without prejudice to the applicability of the provisions of Section A of the GTC2021, which, as far as applicable, shall also apply to the carrying out of Activities and the contracting for Work.

24.2 Section B > Section A

The provisions of Section B of the GTC2021 therefore complement the provisions of Section A of the GTC2021. In the event that a provision from Section B of the GTC2021 shall also apply and is in conflict in whole or in part with a provision from Section A of the GTC2021, the provision under Section B of the GTC2021 shall prevail as long as the dispute persists.

25 Definitions

25.1 Contracting for Work

Creating (making, developing or delivering) an item of a material nature on the Client's behalf. This could include for example, supply of particles of polymer, glass, or silica, whether or not provided with (fluorescent) dyes, or modified surfaces or magnetic properties. Before completing the Work, the Parties shall normally agree a recommended price, establish specifications and agreements on additional or less work and the method of administering tests.

25.2 Design Data

All details and circumstances including information, data, specifications, demands, method of use and environmental

conditions based on which the Contractor is to carry out Activities or deliver Work or that it should otherwise take into account in carrying out this Agreement as far as the Client provided these before or on concluding this Agreement and the Contractor has confirmed these to the Client. As far as during the carrying out of this Agreement, additional relevant details and/or circumstances are known to the Contractor, these shall only form part of the Design Data if the Contractor has expressly confirmed this In Writing to the Client.

25.3 Order

The order for carrying out of Activities and/or delivering Work as specified in this Agreement, the GTC2021 and the Design Data.

26 The Order

26.1 Conclusion

The Agreement for the delivery of Activities and/or Work shall only be concluded taking into consideration article 3. The application of article 3.7 shall be excluded for the delivery of Activities or Work or pieces of work.

26.2 Scope

The scope of the order and the specifications to which the Item/Service Supplied shall correspond, shall only be determined based on what the Parties have agreed on In Writing.

26.3 Obligation to perform

The Activities to be carried out by the Contractor shall be in the form of an obligation to perform unless expressly agreed that this shall have the character of an obligation to produce results and the envisaged result is described with sufficient

positivity with due consideration for the following paragraph.

26.4 Obligation to produce results

The Parties may agree In Writing that the Contractor is to achieve a

concrete result in carrying out the order. In this case, an obligation to produce results shall not exist unless the following conditions are also fulfilled:

- The Client shall notify the Contractor of and confirm to it all the Design Data required by the Contractor that are important for achieving the agreed result before or during the conclusion of this Agreement.
- Following the conclusion of this Agreement, nothing has been changed in a negative sense in the Contractor's opinion regarding the information, details and circumstances stated in the previous point.
- The criteria based on which and the circumstances in which it shall be assessed as to whether the agreed result has been achieved shall be measurable in crystal-clear and objective manner as agreed.
- The Contractor shall confirm to the Client In Writing the method in which the Parties establish whether the agreed result has been achieved before or on concluding this Agreement.

26.5 Partial obligation to produce results

As far as the Parties have indeed agreed an obligation to produce results but not all the conditions for this have been fulfilled, this Agreement shall assume the character of an obligation to perform as far as the Contractor believes that the guaranteed result could not be achieved as a result of the failure to comply with the conditions for this.

27 Scope

27.1 Basis for the Activities and the Work

The Contractor shall carry out the agreed Activities and the agreed Work based on the Design Data.

27.2 Format of Design Data

The Client shall as far as possible deliver the Design Data digitally, in the agreed format. The Design Data shall be delivered digitally in the format stipulated by the Contractor unless agreed otherwise. The Client shall carry out the necessary adjustments, arrangements, conversions and sorting of the Design Data on first request from the Contractor.

27.3 Access to systems

As far as the Contractor considers it important that it has access to the Client's installations, networks or systems for carrying out the Activities, the Client shall provide the Contractor with its assistance Without Delay.

The Contractor shall not be responsible for damage or costs as a result of using 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 the Contractor's management.

27.4 Accuracy of Design Data

The Client shall ensure the correctness and completeness of the Design Data. If the Contractor believes that the Design Data contain errors, it shall be entitled to suspend its Activities until the Client has rectified such errors. The Client shall in any case be liable to the Contractor for the applicable fee with respect to the part of this Agreement already carried out while the Contractor shall then be entitled to charge extra fees in accordance with its

normal rates and without prejudice to its right to claim compensation. The Client may not derive any right to any fees from the Contractor's suspending work irrespective of the grounds for this.

27.5 Client's obligation to inform

The Client shall remain obliged to inform the Contractor in good time of all relevant details and circumstances within its domain and that may be important for carrying out this Agreement.

28 Delivery period

28.1 Start of delivery period

If the Parties have agreed a certain delivery period, this period shall begin on the day following the day on which, as far as applicable, each of the following conditions has been fulfilled:

- The Agreement regarding the order has been concluded.
- The Client has provided all the Design Data in the correct format that the Contractor considers necessary for carrying out the order.
- The Contractor has received the advance sum if such an advance has been agreed.
- The day on which all the formalities that the Contractor considers necessary in connection with the carrying out of the order are fulfilled, including the obtaining of permits.
- If an order has to be carried out on premises, or system designated by the Client in connection with the carrying out of this order, the Contractor is of the opinion that this/these has/have been prepared and the Contractor has or shall be granted unhindered access to this/these.

28.2 Delivery date instead of delivery period

If a delivery date instead of a delivery period has been agreed, the delivery period shall be the same as the number of days between the point at which this Agreement is concluded and the agreed delivery date. This period shall not begin before the point at which all conditions provided for under article 28.1 have been complied with. The point of delivery shall in this case be the point at which the delivery point stated has lapsed with consideration to the other provisions of article 28.

28.3 Delay

If a delay occurs in carrying out the order that is not completely attributed to the Contractor, the delivery period shall be extended by the duration of the delay.

28.4 Extending the delivery period

If when carrying out the order, the conditions for commencement of the delivery period as described in article 28.1 are no longer fulfilled and the Contractor believes that this is impeding the progress of the agreed Activities and/or Work, the delivery period shall be extended by the number of days on which the conditions have no longer been fulfilled.

28.5 Non-binding delivery period

The agreed delivery period shall be an estimate based on delivery times from suppliers, information and circumstances of which the Contractor is aware at the point at which the Offer is made. If during the delivery period, circumstances occur outside the responsibility of the Contractor whereby the agreed delivery period is no longer feasible, the delivery period shall be extended as far as necessary in the opinion of the Contractor.

28.6 Delay > 16 weeks

If the total delay as referred to in Article 28.5 exceeds sixteen (16) weeks, the Client will be entitled to terminate the Agreement. The Contractor shall in such case not be obliged to compensate the Client for any damage or costs incurred due to later delivery and/or termination.

29 Facilitation by the Client

29.1 Obligations of the Client

Only if and as far as expressly agreed otherwise shall the Client itself, at the Contractor's discretion, ensure sufficiently and on time for:

- Good and concrete accessibility of the place(s) and accompaniment to/at the place(s) where the Contractor is required to have access in connection with the carrying out of the order;
- Drawings, Documentation, maps, diagrams and explanations by the Client required by the Contractor with respect to the grounds and the items on this;
- Activities required to restore to a good and usable state any parts that become dirty or damaged or which are out of order or which no longer function unless the contamination or damage was caused by the Contractor's subordinates;

29.2 Surplus materials

Replaced, residual or removed materials shall be the property of the Contractor unless it chooses not to avail itself of this right.

30 Additional/less work

30.1 Changes/extensions/limitations

The Parties may agree on a change or additional or less work with

respect to the agreed Activities or Work. If this Agreement involves a fixed price, the Contractor shall inform the Client as to the financial, time and other consequence of any change that may be desired.

30.2 Additional/less work equals amendment

If the Parties agree on a change or additional or less work, this shall be considered an amendment to this Agreement as provided for under article 5.

30.3 Postponement of delivery times

If the Parties agree on an amendment to this Agreement, the agreed delivery time or delivery date shall be extended or postponed by the number of days required to complete the change to this Agreement.

30.4 Necessary amendment

If the Contractor in connection with the carrying out of the Activities or the Work believes that an amendment and/or extension of this is necessary or in all reasonableness, desirable, it shall inform the Client accordingly. If the Client then fails to agree In Writing within 14 days to the proposed amendment(s) and/or extension(s) and the associated price change, the Contractor shall be entitled to suspend the carrying out of its obligations towards the Client. The Client shall in this case be obliged to pay the Contractor a fee for the Activities already carried out and the Item/Service already Supplied based on the Contractor's applicable rates without prejudice to the Contractor's right to claim compensation for the damage it suffers.

30.5 Payment for additional work

The Contractor may invoice separately for any additional work once

the Contractor has completed this additional work unless agreed otherwise.

31 Delivery and acceptance

31.1 Milestones

If it has been agreed that the Order will be executed in stages, the Contractor will be entitled to postpone or suspend the Activities and deliveries regarding a next step or stage or any part of those Activities or deliveries until the Client has approved of the results of the previous step(s) or stage(s) In Writing in accordance with the agreed test criteria.

31.2 Test period

Unless otherwise agreed, the Client will test the Item/Service Supplied in relation to the agreed test criteria within the test period of 8 (eight) working days, counting from the moment that the Contractor has made known that the Item/Service Supplied is ready for acceptance.

31.3 Extension of test period

If it appears during the performance of the test(s) that the progress of the test(s) is impeded by a Shortcoming in the Item/Service Supplied, the Client will notify the Contractor thereof In Writing as detailed as possible; in such a case, the test period will be interrupted until the Item/Service Supplied is offered for testing again.

31.4 Notification of Shortcomings in the Item/Service Supplied during tests

The Client will report to the Contractor any Shortcoming that is detected during the tests or during the guarantee period, appropriately substantiated and documented. The

Contractor is not obliged to rectify a Shortcoming before it has received all information from the Client that is available and required to rectify the Shortcoming.

31.5 Costs of rectification of Shortcomings

Any Shortcoming established during the tests will be rectified free of charge when a fixed price has been agreed. If no fixed price has been agreed, the Contractor will be entitled to a reasonable fee in accordance with the agreed prices and rates for the efforts involved in rectifying the Shortcoming.

31.6 Test criteria

The test criteria should preferably be agreed by the Parties In Writing before or on entering into the Agreement. Subjective criteria do not form part of the test criteria. Criteria agreed at a later stage will only apply insofar as they have been confirmed by the Contractor in Writing to the Client. The Client is not entitled to invoke that the Item/Service Supplied does not comply with certain requirements when these requirements do not form part of the agreed test criteria. When the test criteria are not fulfilled, it is considered a Shortcoming as referred to in Article 1.5.

31.7 Moment of Delivery Item/Service Supplied

The Item/Service Supplied is duly delivered and accepted on the earliest of the following:

- The moment at which the Client has inspected the Item/Service Supplied after testing it in accordance with the agreed test criteria, and has not detected any essential Shortcomings as referred to in Article
- The moment at which the test period has expired, counting from the day following

the day on which the Contractor notified the Client In Writing that the Item/Service Supplied is ready for acceptance and the Client has failed to test the Items/Service Supplied within the test period;

- The moment at which the test period has expired, counting from the day following the day on which the Contractor notified the Client that the Item/Service Supplied is ready for acceptance and the Client has not informed the Contractor of an essential Shortcoming in the Item/ Service Supplied in Writing (as described in Article 31.9);
- The moment that the Client has in fact put into use the Item/Service Supplied or the equipment which it forms part of or has started to form part of after it was installed;
- The moment at which the Client has paid the invoices for the Item/ Service Supplied.

31.8 Activities after delivery

Insofar as the delivery of a Work has been agreed and the Contractor still has to carry out Activities (for example calibration or giving instructions) in relation to that Work, the Work will nevertheless be considered as delivered and accepted when the Work itself is considered as delivered and accepted pursuant to Article 31.7.

31.9 Essential Shortcoming

An essential Shortcoming means: a failure that significantly impedes the normal operations or the normal use of the Item/Service Supplied in the opinion of the Contractor.

31.10 Rectification of non-essential Shortcoming

If in relation to the acceptance, in the context of tests, only one or more non-essential Shortcomings are established, the Item/Service Supplied will be considered as

delivered. The Contractor is obliged to rectify this (these) non-essential Shortcoming(s) as soon as possible. A non-essential Shortcoming will not give the Client the right to not accept the Item/ Service Supplied, to terminate the Agreement in full or in part or to suspend payment.

31.11 Advices

Advices, information provided, details and/or suggestions given by the Contractor regarding the use, of the Item/Service Supplied only have the character of a guarantee of i.e. return, accuracy, compatibility with other items, effect in a certain environment, or installation, etc. when explicitly agreed and subject to the provisions of Article 13.2.

32 Guarantee

32.1 Mutatis mutandis provision

The guarantee provisions of Article 13 of GTC2021 apply mutatis mutandis to the delivery of Work and Activities, insofar as they can be considered to apply as regards the specific character of the Item/Service Supplied.

32.2 In accordance with agreed specifications

The Contractor guarantees that it will carry out the Activities and the Work with due observance of the Design Data, and that it will carry these out in such a way that they will comply with the agreed specification and the requirements reasonably set for this with due observance of Article 25.2.

32.3 Guarantee period on normal use

Unless otherwise agreed, the guarantee period applies for use during working days of eight (8) hours per day. If the Item/Service Supplied is used during

working days of more than eight (8) hours per day, the actual guarantee period will be shorter accordingly.

32.4 Exclusion

The Contractor will not give a guarantee on items that have been assembled, installed, fine-tuned, calibrated, validated, tested, inspected, adjusted and/or started up, etc. by or on behalf of the Contractor, but that have not been supplied by or on behalf of the Contractor itself.

33 Liability

Notwithstanding the provisions in Article 17 the following provisions will apply.

33.1 Exclusions in connection with Activities

The Contractor is not liable for any damage or costs incurred as a result of:

- Activities undertaken on or in connection with goods supplied by third parties;
- Incorrect, late or incomplete delivery of Design Data by the Client;
- Use, testing, commissioning or decommissioning of a Work, which goods supplied by third parties form part of or in which such items are assembled or installed, or Activities undertaken in order to do so;
- The carrying out of Activities on a Work that has become part of an item of the Client (for example by assembling it) in the period before the moment that the Item/Service Supplied has been delivered and accepted.
- Items used during the carrying out of the Activities on request, recommendation or instruction of the Client;

- Activities carried out by individuals recommended or appointed by the Client.

33.2 Exclusions in connection with Work

Furthermore, the Contractor is not liable for any damage or costs

incurred as a result of:

- The design or parts of the design of the Work insofar as this design/ these parts of the design has/have not been fully created by the Contractor;
- The malfunctioning of the Client's machines, installations or processes, of which the Item/Service Supplied has started to form part of in the period before the moment at which the Item/Service Supplied was properly delivered and accepted;
- The use of certain parts in the Work insofar as those parts have been used at the request, recommendation or instruction of the Client or have been obtained from a Supplier appointed or recommended by the Client.