

TERMS AND CONDITIONS OF SALE AND DELIVERY (version 2024)

These Terms and Conditions are used by Vitsch. The Terms and Conditions have been filed with the Chamber of Commerce under number 82912564. You can also download the Terms and Conditions on the website <http://www.Vitsch.nl/algemene-voorwaarden.pdf>. The Terms and Conditions will also be sent free of charge upon request.

1 DEFINITIONS

1.1 For the purposes of these Terms and Conditions and all related documents, the capitalised terms defined below shall have the following meanings, whereby these terms may be used in either the singular or plural and vice versa, as the context requires:

Agreement: all agreements between the Customer and Vitsch concerning the sale and supply of Products and/or Services, including Quotations agreed upon;

Article: an article in these Terms and Conditions;

Background IP: all designs, data, drawings, know-how, Intellectual Property Rights, Software, materials and other information including Confidential Information (regardless of the form or medium in which they are disclosed or stored) that were already in the possession or lawfully available to a Party and are provided to the other Party for use under Agreements;

Confidential Information: any data or confidential information of the disclosing Party that is not generally known to the public or has not yet been disclosed, whether in tangible or intangible form, regardless of when and how it is disclosed, including, but not limited to:

- a. any scientific or technical information, inventions, designs, processes, procedures, formulas, improvements, technologies or methods;
- b. any concepts, samples, reports, data, know-how, works in progress, designs, drawings, photographs, videos, development tools, specifications, software programmes, source codes, object codes, flow charts and databases;

- c. results of tests performed during the Agreement (including the nature and methodology);
- d. any marketing strategies, plans, financial information or forecasts, activities, sales estimates, business plans and performance results relating to the disclosing Party's past, present or future business activities;
- e. trade secrets, plans for products or services, and lists of customers or suppliers;
- f. any other information that should reasonably be recognised by the disclosing Party as confidential information; and
- g. in all cases a - f, whether or not such Confidential Information is protected or protectable as registered or unregistered Intellectual Property Rights under any national or international intellectual property law;

Customer: the (legal) person entering into or negotiating an Agreement with Vitsch;

Force Majeure: Includes, but is not limited to natural phenomena, obligations imposed by government or by persons claiming to act within that framework, legislation, war, pandemics and epidemics, civil disturbances, fire, drought, power failure, explosion, riot, failure or stoppage of essential production equipment, flood, earthquake, lockout, transportation problems, shortage of essential raw materials strike or other action taken by employees with a view to or in furtherance of a trade dispute or as a result of an obligation to procure materials or force majeure of any other nature, including non-delivery or non-timely delivery as a result of non-delivery or non-timely performance of obligations of Vitsch's subcontractors or carriers engaged by Vitsch and/or solvency and/or liquidity problems and/or bankruptcy of third parties engaged by Vitsch, to the extent that any of these circumstances prevents Vitsch's performance of the Agreement;

Foreground IP: all designs, data, drawings, know-how, Intellectual Property Rights, Software, materials and other information including Confidential Information (regardless of the form or medium in which it is disclosed or

stored) developed by Vitsch or the Customer in the performance of Agreements;

Group Company: in relation to the Party to which it refers, any person or legal entity affiliated with, or directly or indirectly controlling, controlled by or under common control with that Party;

Intellectual Property Rights: all worldwide (i) copyrights, design rights, (ii) trademarks and trade names, and registrations and applications for registration of the foregoing, (iii) patents, patent applications, and equivalents thereof, and rights arising therefrom, (iv) know-how, trade secrets and Confidential Information (v) moral rights, right of publicity and copyrights (vi) goodwill and all other intellectual property rights as they now exist and/or will arise in the future;

Purchase Order: a purchase order issued by the Customer for the purchase of Products and/or Services, pursuant to which Vitsch is required to provide Products and/or Services to the Customer;

Party: Customer and Vitsch separately;

Parties: the Customer and Vitsch together;

Products: the products, Software, equipment and related items that Vitsch sells and/or provides to the Customer;

Quotation: any offer relating to the sale and/or supply of Products and/or Services made by Vitsch to the Customer;

Services: all services, including, but not limited to, design consultancy, engineering, maintenance, manufacturing and operating services that Vitsch will perform under the Agreement;

Software: the software developed and/or licensed by Vitsch, including any associated documentation and/or materials, which is provided in conjunction with or embodied in a Product;

Specifications: the detailed specifications, descriptions and drawings of Products, including Software, and/or Services agreed between the Parties and specified and described as such in writing;

Terms and Conditions: these General Terms and Conditions of Sale and Delivery for Products and Services of Vitsch.

Vitsch: Vitsch Electronics B.V., having its registered office in Valkenswaard and its principal place of business in (5554 GM) Valkenswaard at the address Dragonder 24 E, registered in the Trade Register of the Chamber of Commerce under number 82912564 and Vitsch Productions B.V., having its registered office in Valkenswaard and its principal place of business in (5554 GM) Valkenswaard at the address Dragonder 24 E, registered in the Trade Register of the Chamber of Commerce under number 90544277, as well as group companies affiliated with the aforementioned companies within the meaning of Section 2:24 b of the Dutch Civil Code;

- 1.2 Headings in these Terms are for convenience of reference only and are not intended to indicate the meaning of any Clause or part thereof.
- 1.3 References to words designating a gender include all genders.
- 1.4 Legal terms and expressions as used in these Terms have the meaning ascribed to them under Dutch law and are to be read and interpreted accordingly.

PART I: GENERAL SECTION

2 APPLICABILITY

- 2.1 These Terms and Conditions apply to all Quotes and offers of Vitsch, as well as to all Purchase Orders and Agreements and the legal consequences arising from the above, unless the Parties expressly agree otherwise.
- 2.2 The applicability of (purchase) terms and conditions of the Customer is expressly excluded.
- 2.3 Nullity or nullification of one or more provisions of the Terms and Conditions or an Agreement shall not affect the applicability of the remaining provisions of the Terms and Conditions or an Agreement. Vitsch and the Customer shall enter into consultations to replace the void or annulled provision, taking into account as far as possible the purpose and purport of the void or annulled provision.

2.4 Vitsch is entitled to amend these Terms and Conditions at any time. The most recent version of the Terms and Conditions shall always apply.

3 OFFER, AGREEMENT AND NOTICES

3.1 All offers and Quotations of Vitsch are entirely without obligation and non-binding, unless expressly stated otherwise.

3.2 All offers and Quotations remain valid for a period of 30 (thirty) days, unless expressly stated otherwise.

3.3 The Customer warrants the accuracy and completeness of the information on which Vitsch bases its Offer, Quotation and Agreement.

3.4 Vitsch cannot reasonably be held to obvious mistakes and/or clerical errors in offers, Quotations and Agreements.

3.5 If an offer has been made by Vitsch by submitting a Quotation, an Agreement between Vitsch and the Customer shall only come into effect by acceptance of Vitsch's Quotation by the Customer or by performance of the Agreement by Vitsch.

3.6 If a Purchase Order is placed with Vitsch by the Customer, an Agreement between Vitsch and the Customer shall only be formed by acceptance of Vitsch by means of an order confirmation or by execution of the Agreement by Vitsch. Only written acceptance by Vitsch shall be deemed to accurately reflect the substance of the Agreement.

3.7 Vitsch is entitled at any time to refuse (in part) a Purchase Order from the Customer without further explanation and without being in any way liable for any damage, for instance if Vitsch has an indication or suspicion that the Customer will not comply with its payment obligation and/or if the Products are not available.

3.8 The Customer cannot derive any rights from oral promises made by Vitsch unless and to the extent that they have been confirmed by Vitsch in writing.

3.9 All communications relating to the Agreement shall be in writing.

4 IMPLEMENTATION

4.1 Vitsch shall use its best efforts to perform the Agreement with due care, where appropriate in accordance with the arrangements and

procedures recorded in writing with the Customer. All activities of Vitsch are performed on the basis of an obligation of best efforts, unless and to the extent that Vitsch has expressly promised a result in the Agreement and the result in question is described with sufficient certainty in the Agreement.

4.2 If the Agreement was entered into with a view to performance by one specific person, Vitsch is always entitled to replace this person by one or more persons with the same and/or similar qualifications.

4.3 Vitsch is not obliged to follow any instructions of the Customer in the performance of the Agreement, in particular if these instructions change or supplement the content or scope of what the Parties have agreed. However, if such instructions are followed, the work in question shall be remunerated in accordance with Vitsch's usual rates.

5 PROJECTS

5.1 When both Parties participate in a project group with one or more persons deployed by them, the Parties shall make written working arrangements between themselves.

5.2 Decisions taken in a project group in which both Parties participate shall only bind Vitsch if they are taken in accordance with written agreements between the Parties or, in the absence of written agreements, if Vitsch has accepted the decisions in writing. Vitsch is never obliged to accept or implement a decision if, in its opinion, this is incompatible with the substance and/or proper performance of the Agreement.

5.3 The Customer warrants that the persons appointed by it to form part of a project group on its behalf are entitled to take decisions that are binding on the Customer.

6 DELIVERY TERMS

6.1 Vitsch makes reasonable efforts to comply as much as possible with the (delivery) periods and/or (completion) dates stated by or agreed between the Parties. Interim delivery dates stated by Vitsch or agreed between the Parties are target dates, do not bind Vitsch and are always indicative.

- 6.2 Failure to meet delivery deadlines as a result of delayed or fully delayed delivery by Vitsch's suppliers or third parties engaged by Vitsch shall never constitute a failure on the part of Vitsch.
- 6.3 If an overrun of any term is imminent, Vitsch and the Customer shall consult to discuss the consequences of the overrun for further scheduling.
- 6.4 In all cases - therefore also if the Parties have agreed on a final (delivery) term and/or (completion) date - Vitsch shall not be in default due to time overrun until the Customer has given Vitsch written notice of default, whereby the Customer gives Vitsch a reasonable period to remedy the shortcoming (on the agreed date) and this reasonable period has lapsed. The notice of default shall contain as complete and detailed a description of the failure as possible, so that Vitsch is given the opportunity to respond adequately.
- 6.5 If it is agreed that performance of the Agreement will take place in phases, Vitsch is entitled to postpone the commencement of the work belonging to a phase until the Customer has approved the results of the preceding phase in writing.
- 6.6 Vitsch is not bound by any deadline (delivery) date or (delivery) period, whether or not final, if the Parties have agreed on a change in the substance or scope of the Agreement (additional work, change in Specifications, etc.) or a change in the approach to the performance of the Agreement, or if the Customer fails to perform its obligations under the Agreement or fails to do so on time or in full. The fact that (the demand for) additional work arises during the performance of the Agreement shall never be a ground for the Customer to terminate or dissolve the Agreement.
- and the Customer has not remedied the default within fourteen (14) days after Vitsch has notified the Customer in writing of a default;
- b. The Customer has applied for or intends to apply for a moratorium and/or there is an (imminent) bankruptcy of the Customer;
 - c. The Customer can no longer freely dispose of (liquid) assets due to e.g. seizure;
 - d. The Customer is dissolved or has the intention to dissolve;
 - e. a (part of) the Customer's ownership is transferred to a third party or a third party has acquired some control;
 - f. the good name and reputation of Vitsch is or threatens to be damaged by any act or omission on the part of the Customer;
 - g. circumstances come to the knowledge of Vitsch that give it good reason to fear that the Customer will not perform its obligations under the Agreement in time and/or in full; Suspension of the Agreement by Vitsch is in that case only permitted to the extent that the shortcoming on the part of the Customer justifies such suspension
 - h. any other circumstances occur which are of such a nature that performance of Vitsch's obligations is impossible or can no longer be required of it by standards of reasonableness and fairness.

7.2 If the aforementioned events occur, Vitsch's claims against the Customer shall be immediately due and payable in full.

7.3 If the Agreement is terminated pursuant to the provisions of this Article, the performance already received by the Customer in performance of the Agreement and the Customer's payment obligations in connection therewith shall not be subject to an obligation of undoing on the part of the Customer, unless Vitsch is in default in respect of such performance. The sums of money invoiced by Vitsch for services already rendered before or at the time of termination of the Agreement shall be immediately due and payable after termination.

7 SUSPENSION AND TERMINATION

- 7.1 Without prejudice to its statutory rights, Vitsch has the right to terminate the Agreement in whole or in part with immediate effect without prior written notice of default and/or to suspend the performance of the Agreement in whole or in part with immediate effect if one or more of the following events occurs or occur:
- a. there is a default attributable to the Customer in the performance of one or more obligations under the Agreement

7.4 Vitsch shall never owe the Customer any damages by reason of the termination of the Agreement and/or the suspension of obligations arising from the Agreement under the provisions of this Article. Vitsch always reserves the right to claim damages in the event of suspension or termination under the foregoing provisions of this Article.

8 PRICE AND PAYMENT

8.1 The prices of the Products and/or Services are specified in the Agreement. Prices are in Euros, unless otherwise agreed.

8.2 The price announced by Vitsch is exclusive of turnover tax and other taxes and/or levies and exclusive of transport costs, packaging costs, insurance costs, as well as export and import duties, unless expressly agreed otherwise. These costs and levies are at the expense of the Customer.

8.3 No rights can be derived by others than the Customer from an offer, prices and tariffs made known to the Customer.

8.4 Vitsch reserves the right at all times to adjust the prices of the Products and/or Services (in the interim or otherwise), for instance but not exclusively as a result of increases in purchase prices, storage costs charged to Vitsch by suppliers, raw material prices, labour costs, currency exchange rate changes, changes in transport and/or shipping costs and other cost-increasing factors, such as, but not limited to, cost-increasing taxes, levies or import duties. Vitsch is also entitled to do so after the conclusion of the Agreement and even if it has been agreed that the price will be fixed. Vitsch shall inform the Customer of this without delay. An adjustment such as this does not otherwise affect the Agreement.

8.5 Payments shall be made, without suspension, discount or set-off on any account whatsoever, within the term specified by Vitsch, failing which the Customer shall be in default by operation of law and therefore without further notice of default. If the Customer fails to comply with his payment obligation, the Customer shall immediately be in default, and interest of 1.25% per month shall be due on the outstanding amount, without any demand or notice of default being required. The Customer shall then owe Vitsch the costs, both in and out of court, incurred in collecting all that the Customer owes

Vitsch. The extrajudicial collection costs amount to 15% of the amount due with a minimum of EUR 250.

8.6 Vitsch is entitled at all times, irrespective of any payment arrangements made previously, to demand full or partial payment or substitute security for the delivery of Products and/or Services at a time and in a manner of Vitsch's discretion, as well as to suspend all its obligations under the Agreement until it has received payment or substitute security, without owing the Customer any compensation in this regard.

8.7 Vitsch is entitled to apply payments first against the (extrajudicial) costs, then against the interest due and then against the principal sum.

8.8 Any objections to invoices, Specifications, descriptions and the agreed price must be notified to Vitsch in writing within ten (10) days of receipt under penalty of forfeiture. If this is not possible due to any cause not attributable to the Customer, the Customer shall in any event notify Vitsch in writing of its objections within ten (10) days after such cause has ceased to exist and/or has been remedied and/or is known. Contestation of invoices, Specifications, descriptions and the agreed price shall not suspend the fulfilment of the Customer's payment obligations.

9 ADDITIONAL WORK AND MODIFICATIONS

9.1 If, at the request or with the prior consent of the Customer, Vitsch has performed work or other performance that falls outside the content or scope of the Agreement, such work or performance shall be remunerated by the Customer in accordance with the agreed rates and, in the absence thereof, in accordance with Vitsch's customary rates. Vitsch is not obliged to comply with such a request and may require that a separate written agreement be concluded for work or other performance that falls outside the content or scope of the Agreement.

9.2 Modifications and additional work (may) result in the postponement of (delivery) periods and (completion) dates without Vitsch being in default towards the Customer. New (delivery) periods and (completion) dates specified by the Customer replace the earlier ones.

9.3 To the extent that a fixed price has been agreed for the Agreement, Vitsch shall, upon request,

inform the Customer in writing of the financial consequences of the work to be performed by Vitsch or other performance that falls outside the content or scope of the Agreement.

shortcomings arising from unsecured (electronic) transmission of statements and data.

10 LIABILITY

10.1 Liability of Vitsch may arise only after the Customer has given Vitsch proper notice of default by registered post without delay, but no later than 7 (seven) days after delivery or, in the event of a failure not observable at the time of delivery, without delay, but no later than 30 (thirty) days after the discovery of the failure, and has given Vitsch the opportunity to remedy the failure for a reasonable period of time. This period is in deviation from the time limits and limitation periods set out in Sections 7:761 of the Dutch Civil Code and Section 7:23 of the Dutch Civil Code.

10.2 An obligation of Vitsch to pay damages shall at all times be limited to direct damage and to a maximum of the amount of the agreed price in respect of the event giving rise to the damage, excluding turnover tax and other government levies. If the Agreement is a continuing performance contract, compensation shall at all times be limited to direct damage and to a maximum of the amount invoiced by Vitsch to the Customer over the last 6 (six) months prior to the loss-causing event. Vitsch shall under no circumstances be obliged to compensate any immaterial and indirect damage, such as consequential damage, trading loss, damage to image, environmental damage and damage due to loss of time, loss of savings, loss of data and/or loss of financial benefit.

10.3 The Customer shall indemnify Vitsch against claims by third parties, such as its employees and other auxiliary persons, arising from and/or relating to Products and/or Services provided by Vitsch pursuant to and/or under the Agreement. The Customer shall indemnify Vitsch against third party claims based on product liability for goods delivered by the Customer to third parties that consist in part of Products delivered by Vitsch to the Customer, unless the liability is caused solely by the Products delivered by Vitsch.

10.4 Vitsch shall never be liable for the conduct of auxiliary persons, use of (unsuitable) auxiliary equipment, shortcomings due to the conduct of other suppliers of the Customer and

10.5 If work is performed by employees and/or other auxiliary persons of Vitsch for the benefit of the Customer outside a company of Vitsch and/or with materials provided by the Customer, the Customer shall be subject to the obligation and liability referred to in Section 7:658 of the Dutch Civil Code towards such employees and other auxiliary persons, while the Customer shall indemnify Vitsch against claims by such employees and other auxiliary persons arising from the Customer's failure to comply with the obligations referred to in Section 7:658 of the Dutch Civil Code.

10.6 The damage limitation Articles do not apply in the event of intent or wilful recklessness on the part of Vitsch.

10.7 Legal claims and defences based on facts that would justify the assertion that the Product delivered, the Services performed or the deliverables do not comply with the Agreement shall be time-barred by the lapse of 2 (two) years after the notice given in accordance with Article 10.1 or, if later, after the expiry of the period granted to Vitsch to remedy the shortcoming or defect.

11 INTELLECTUAL PROPERTY RIGHTS

11.1 The Intellectual Property Rights relating to the performance of the Agreement consist of: Background IP and Foreground IP. Unless expressly agreed otherwise in writing, ownership of the Intellectual Property Rights shall be divided between the Parties as provided for in this Article 11.

11.2 The Background IP shall remain the property of that Party concerned. Each Party grants the other Party a non-exclusive, worldwide, royalty-free licence to use its Background IP to the extent strictly necessary for the performance of the Agreement.

11.3 The Foreground IP is the property of Vitsch. Vitsch grants the Customer during the term of the Agreement, and in the case of a specific Product during its lifetime, a non-exclusive, worldwide, royalty-free licence to use the Foreground IP for the purposes of the performance of the Agreement and the

Customer's exploitation of the Product and/or Services.

- 11.4 The Customer shall not remove or obscure, in whole or in part, any trademark and/or identifying marks affixed to the Products or their packaging.
- 11.5 Without Vitsch's prior written consent, the Customer is not permitted to use any Intellectual Property Rights, including trade names, of Vitsch and/or its Group Companies as part of its business operations, trade and/or brand names and/or domain names.
- 11.6 Except for the rights acquired under the Agreement, the Customer shall not at any time claim any Intellectual Property or other right of Vitsch, the Products and/or the Software and shall not, without Vitsch's prior written consent, make any registration or other action anywhere in the world in respect of (the name of) Vitsch, the Products, Services and/or the Software.
- 11.7 If the Customer discovers any infringement of Vitsch's Intellectual Property Rights, it shall notify Vitsch immediately. Vitsch may then decide whether or not to take action against any infringement or threatened infringement. In that event, the Customer is obliged to provide all the cooperation that can reasonably be expected of it. Without Vitsch's prior written consent, the Customer is not permitted to take any action against a breach either in or out of court.
- 11.8 In the event Vitsch uses Background IP, materials, data and/or information of the Customer for the delivery of the Products and/or Services, the Customer guarantees that these do not infringe any intellectual property right or other (property) rights of third parties. The Customer shall indemnify Vitsch and hold Vitsch fully harmless against all claims of third parties resulting from any infringement of the said (property) rights. The purchaser will compensate Vitsch for all damages and costs, including all legal costs, which may result from this.

12 PERSONAL DATA

- 12.1 The Parties undertake to comply at all times with all obligations under Dutch data protection legislation and all other relevant (national, European and international) data protection regulations, expressly including the General

Data Protection Regulation (GDPR), applicable to the performance of the Agreement. If required under applicable privacy legislation, the Parties will enter into a processor agreement.

- 12.2 The Parties will (i) take appropriate security measures to protect the confidentiality of the (personal) data provided by the other Party, (ii) inform the other Party at its request about the security measures taken in relation to the foregoing, and (iii) notify the other Party of any personal data breach in accordance with and within the timeframe specified in the applicable privacy legislation.
- 12.3 The Customer shall indemnify Vitsch against any claims by third parties based on the assertion that data processed by Vitsch, the processing of data and/or the result of such processing violates any applicable rights, such as, inter alia, the AVG and/or rights arising therefrom.

13 CONFIDENTIALITY

- 13.1 The Parties shall, both during the term of the Agreement and after its termination, maintain the confidentiality of all each other's Confidential Information and shall only use it for the purposes of the performance of the Agreement.
- 13.2 A Party may authorise the other Party to disclose Confidential Information to its legal, financial and other business advisers as well as third parties involved in the performance of this Agreement (in each case to the extent such advisers and third parties need to know such Confidential Information) or as may be required by law or by any regulatory authority.
- 13.3 Clause 13.1 shall not apply to Confidential Information which:
- was already in the possession of a Party before such Party received it from the other Party without an obligation of confidentiality; or
 - was lawfully disclosed to a Party without an obligation of confidentiality by a third party who did not obtain such Confidential Information (directly or indirectly) from a Party; or
 - was in the public domain at the time of receipt by a Party or subsequently entered the public domain other than as

a result of a breach of Clause 13.1 by a Party.

Dutch law. The applicability of the Vienna Sales Convention (CISG) is expressly excluded.

13.4 Upon termination of the Agreement for any reason, each Party that has received Confidential Information from the other Party in a tangible form or on a tangible medium of such information shall promptly return such Confidential Information to the other Party.

16.2 All disputes which may arise in connection with these Terms and Conditions, an Offer and/or Agreement or as a result of (legal) acts and agreements which may be the result thereof, shall be submitted exclusively to the District Court of Oost-Brabant, location 's-Hertogenbosch, except in so far as mandatory rules of jurisdiction would prevent this choice of forum.

14 FORCE MAJEURE (FORCE MAJEURE)

14.1 Vitsch shall not be obliged to perform its obligations under the Agreement if it is unable to perform them due to Force Majeure.

14.2 Vitsch shall notify the Customer of all circumstances and particulars which prevent Vitsch from performing its obligations under the Agreement. Vitsch shall consult with the Customer on the measures to be taken to minimise the effects of the Force Majeure Event and to secure performance of the Agreement as far as possible.

14.3 Vitsch shall make reasonable efforts to remedy a Force Majeure Event as far as reasonably possible. Vitsch may, at its option, suspend the performance of the obligation affected by Force Majeure during the period that such Force Majeure continues, without being liable on this account for any damage suffered by the Customer.

14.4 If the Force Majeure continues for a period of more than 3 (three) consecutive months, either Party shall be entitled to terminate the Agreement by written notice to the other Party.

15 ASSIGNMENT

15.1 The Customer is not entitled to assign any right arising from the Agreement to third parties without Vitsch's prior written consent. The restriction on transferability has, in addition to the effect of the law of obligations, also the effect of property law as referred to in Section 3:83(2) of the Dutch Civil Code. The Customer gives Vitsch the right in advance to transfer the rights arising from the Agreement in whole or in part to third parties.

16 APPLICABLE LAW AND DISPUTES

16.1 These Terms and Conditions, Offers and Agreements shall be governed exclusively by

PART II: SUPPLEMENTARY PROVISIONS WITH REGARD TO THE DELIVERY OF PRODUCTS

The provisions of Part II shall apply in addition to the provisions of Part I if Vitsch delivers Products to the Customer. Software provided by Vitsch in conjunction with, or embodied in, a Product is subject to Part III.

17 DELIVERY OF PRODUCTS

17.1 All Products shall be delivered to the Customer Ex Works (ex works, Incoterms 2020 or any later version thereof) on the delivery date set out in the Agreement or within the delivery period set out therein from the location where Vitsch is located or designated by Vitsch.

17.2 If the Customer is unwilling or unable to accept the delivery, the Customer shall be in default immediately and without any written notice of default being required. Vitsch may then, at its option: (i) store the Products at the expense and risk of the Customer or (ii) sell the Products at the best reasonably obtainable price (after deduction of reasonable storage, insurance and selling expenses), whereupon the Customer shall only recover the difference between the price obtained and the amount paid by it to Vitsch, (iii) offer the Products again for delivery, in which case the additional costs shall be borne by the Customer, or (iv) terminate the Agreement, without prejudice to Vitsch's right to claim compensation for damages suffered by it.

17.3 The delivery period commences as soon as Vitsch has received from the Customer all data required for delivery and all other conditions necessary for the performance of the Agreement have been met.

17.4 Vitsch is entitled to make partial deliveries at all times.

17.5 The Customer is obliged to provide the cooperation necessary and required by or on

behalf of Vitsch for the immediate performance of the delivery, including taking delivery of the Products.

rights in respect of the Products, the Customer is obliged to inform Vitsch thereof immediately.

18 ACCEPTANCE

18.1 If the Parties have not agreed on an acceptance test, the Customer accepts the Products in the condition they are in upon delivery, i.e. with all visible and invisible faults and defects, without prejudice to Vitsch's obligations under the warranty set out in this Part II. In the aforementioned case, the Products shall be deemed to have been accepted by the Customer upon delivery or, if installation to be carried out by Vitsch has been agreed in writing, upon completion of the installation.

18.2 If the performance of the acceptance test reveals that the Products do not comply with the Specifications, the Customer shall inform Vitsch of the alleged defects immediately after the test period by means of a written test report. If Vitsch determines that a defect exists, Vitsch shall remedy the reported defects within a reasonable period of time. If an acceptance test is carried out again after the reported defects have been remedied, such test shall be limited to an examination of the reported defects.

18.3 If the acceptance test has been performed successfully, the Products shall be deemed to have been accepted by the Customer.

19 RETENTION OF TITLE

19.1 Title to the Products, including any designs, sketches, drawings, films, Software, (electronic) files, etc., remains fully vested in Vitsch until the Customer has paid in full all of Vitsch's claims on the Customer, including those within the meaning of Section 3:92(2) of the Dutch Civil Code.

19.2 The Customer is not entitled to sell, rent, alienate, pledge or in any way encumber or grant use of the Products delivered under retention of title until full ownership of the Products has passed to the Customer.

19.3 Until the moment of transfer of ownership, the Customer shall be obliged to take all reasonably possible measures to protect the Products against damage. If third parties seize or threaten to seize the Products delivered under retention of title, or wish to create or enforce

19.4 If Vitsch wishes to exercise its proprietary rights referred to in this Article, the Customer hereby gives Vitsch or any third parties designated by Vitsch its unconditional and irrevocable permission to enter all those places where Vitsch's property is located and to take back the Products concerned.

20 CERTIFICATION AND AUTHORISATION

20.1 The delivery of Products may be subject to laws, customs and export control regulations. Unless otherwise agreed, the Customer shall be responsible for all necessary certifications, permits, licences and other obligations and/or (legal) acts to trade the Products in any territory.

20.2 Each Party shall provide the other Party with such information and assistance as may reasonably be required by the other Party in connection with obtaining such permits or licences, and take timely action to obtain all required supporting documents. Vitsch shall have the right to terminate the Agreement or any part thereof if the respective required approval(s) under the applicable export regulations cannot be obtained within a reasonable time.

21 WARRANTY

21.1 Vitsch warrants that the Products are delivered in accordance with the Specifications. In all cases, the warranty period commences upon delivery of the Products (as set out in Clause 17) and ends after a period of 12 (twelve) months from the date of delivery.

21.2 The warranty described in Clause 21.1 shall apply to defects arising under the conditions of use provided for in the Agreement and, in particular, shall not apply to/if:

- a. Products which have been modified or repaired by anyone other than Vitsch without Vitsch's prior written consent;
- b. Products damaged by circumstances beyond Vitsch's reasonable control;
- c. Products that have been improperly used or maintained by the Customer;

- d. Products that have been subjected to conditions of use and/or maintenance that are not in accordance with Vitsch's instructions;
 - e. Products damaged by negligence or lack of caution on the part of the Customer, by misuse, improper installation or application, or negligence in use, improper storage, transportation or handling, or Products damaged in any other way;
 - f. a part is purchased by Vitsch as part of the Products, except to the extent that such part or parts are covered by the original manufacturer's warranty, if any; however, the warranty for a part does not extend beyond the warranty period set out in Clause 21.1;
 - g. an item forming part of the Products has been delivered to Vitsch by the Customer;
 - h. defects which only marginally reduce the value or suitability of the Products; a marginal defect exists in particular if the defect can be removed by the Customer himself without significant effort;
 - i. normal wear and tear of the Products.
- 21.3 If the Customer believes that the Products are defective and the warranty period referred to in Section 21.1 above has not expired, it shall, on pain of forfeiting all warranty claims, notify Vitsch of all details within 7 (seven) days of discovering the alleged defect. However, the Customer may only claim this warranty if it has complied with all its obligations under the Agreement to Vitsch.
- 21.4 If Vitsch determines that the Products are indeed defective, Vitsch shall, at its option:
- i. repair the defective Product on-site;
 - ii. return the defective Product or parts thereof for repair;
 - iii. replace the defective Product;
 - iv. replace the defective parts of the Product to enable the Customer to make the necessary repairs at Vitsch's expense and direction; or
 - v. credit the relevant part of the invoice related to the Product accordingly.
- 21.5 Vitsch shall be entitled at any time to inspect the Product alleged to be defective and to determine the cause of the alleged defect. In all cases, the Customer shall enable Vitsch to remedy any defect. The remedies referred to in Clause 21.4 shall be at the sole discretion of Vitsch.
- 21.6 The warranty provisions set out in this Section 21 supersede all other warranties, whether statutory, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose or against infringement, all of which are hereby expressly disclaimed. Customer acknowledges that the remedies provided herein are exclusive and in lieu of all other warranties. The Customer accepts full responsibility for the use and application of the Products and accepts Vitsch's choice of design and materials when placing its Purchase Order or signing the Quotation. The Customer further acknowledges that Vitsch cannot guarantee that the objectives desired by the Customer will be achieved through the use of the Products.
- ## 22 INSPECTION AND COMPLAINTS
- 22.1 On pain of forfeiture of all warranty claims, the Customer shall inspect or arrange for inspection of the Products immediately after delivery thereof, but in any event within 14 (fourteen) days from the date of delivery. The Customer shall examine whether the quality and quantity of the Products delivered comply with the Agreement.
- 22.2 Any complaint regarding the quantity of Products delivered must be noted by the Customer upon delivery.
- 22.3 Visible defects in the Products must be notified to Vitsch in writing within 48 (forty-eight) hours after delivery of the Products. Non-visible defects should be reported to Vitsch in writing within 48 (forty-eight) hours of their discovery. Such written complaint shall include an accurate description of the defect and detailed delivery information of the Products, such as delivery date and time, delivery number and box number. Complaints not submitted in accordance with this procedure will not be considered.

- 22.4 Complaints relating to delivered Products shall not release the Customer from its payment obligations.
- 22.5 If the Customer fails to give Vitsch timely notice of any defective Products in accordance with this Clause 22, the Products shall be deemed to have been accepted by the Customer and all warranties and remedies in respect of any detected or observable defects in such Products shall lapse.
- 22.6 If a delivery of Products contains negligible defects, the Customer shall accept such delivery.
- 22.7 If the Customer wishes to return defective Products, it shall do so with Vitsch's prior written consent.

PART III: ADDITIONAL PROVISIONS IN RESPECT OF SOFTWARE

The provisions of this Part apply in addition to the provisions of Part I and Part II if Vitsch makes Software available to the Customer, provided in conjunction with, or embodied in a Product. In the event of any conflict between the provisions of this Part III and the provisions of the other Parts, the provisions of this Part III shall prevail with respect to the Software.

23 USE AND USE RESTRICTIONS

- 23.1 Vitsch shall make the Software available to the Customer for use for the duration specified in the Agreement on the basis of a user licence referred to in Article 11.
- 23.2 Unless otherwise agreed in writing, Vitsch's obligation to make available and the Customer's right of use do not extend to the object code and the source code (including the technical documentation created in the development of the Software) of the Software.
- 23.3 Vitsch is always entitled to take technical measures to protect the Software against unlawful use and/or against use in a different manner or for different purposes than agreed between the Parties. The Customer shall never remove or circumvent any technical measures to protect the Software or have them removed.
- 23.4 The Customer may only use the Software for the purpose for which it is intended. The Customer shall not use the Software for third parties.
- 23.5 If requested, the Customer shall promptly cooperate with any investigation to be

conducted by or on behalf of Vitsch into compliance with the agreed restrictions on use of the Software.

24 DEVELOPMENT OF SOFTWARE

- 24.1 If Vitsch develops Software specifically for the Customer and the Parties make use of a development method based on the continuous design and/or development of the Software or parts of the Software, then the Parties accept that the work is not initially carried out on the basis of complete or elaborate Specifications and furthermore that Specifications, which may or may not have been agreed upon at the commencement of the work, may be changed during the performance of the Agreement in consultation and with due observance of the project approach that forms part of the development method in question. Parties will decide in consultation during the execution of the Agreement which Specifications will apply in the next phase of the project and/or in the subsequent constituent development process. The Customer accepts the risk that the Software does not necessarily comply with all Specifications. The Customer warrants promptness with regard to the progress decisions to be made during the performance of the Agreement. If the Customer fails to make clear progress decisions in a timely manner in accordance with the project approach forming part of the relevant development method, Vitsch shall be entitled, but not obliged, to take such decisions as it deems advisable.

- 24.2 The provisions of Article 25.2 to Article 25.5 do not apply if the Parties use the development method referred to in Article 24.1. In that case, the Customer shall accept the Software in the state in which it is at the end of the final development phase. Vitsch is not obliged to remedy errors after the final development phase, unless otherwise agreed in writing.

25 ACCEPTANCE

- 25.1 If the Parties have not agreed on an acceptance test, the Customer shall accept the Software in the state it is in upon delivery, i.e. with all visible and invisible errors and defects, without prejudice to Vitsch's obligations under the warranty set out in this Part III. In the aforementioned case, the Software is deemed to have been accepted by the Customer upon delivery or, if installation by Vitsch has been

agreed in writing, upon completion of the installation.

- 25.2 If the Parties have agreed an acceptance test, the test period is 14 (fourteen) days after delivery of the Software, or, if installation by Vitsch is agreed in writing, 14 (fourteen) days after completion of the installation of the Software. The Customer shall conduct the agreed acceptance test with qualified personnel and with sufficient scope and depth.
- 25.3 If an acceptance test has been agreed, the Customer must examine whether the delivered Software meets the Specifications.
- 25.4 If the performance of the agreed acceptance test reveals that the Software contains errors, the Customer shall report the test results to Vitsch in writing in the form of a test report no later than on the last day of the test period in a clear, detailed and comprehensible manner. Vitsch shall use its best efforts to remedy the said errors within a reasonable period of time.
- 25.5 The Customer may not refuse acceptance of the Software for reasons unrelated to the agreed Specifications or due to the existence of minor errors, being errors that do not reasonably prevent operational or productive use of the Software, all without prejudice to Vitsch's obligation to remedy such errors under the warranty referred to in this Part III.

26 CHANGES TO THE SOFTWARE

- 26.1 Subject to statutory exceptions, the Customer is not permitted to modify the Software in whole or in part without Vitsch's prior written consent. Vitsch is entitled to refuse such permission or to attach conditions thereto. The Customer bears the full risk of all modifications made by himself or on behalf of third parties, with or without the consent of Vitsch.

27 WARRANTY FOR SOFTWARE

- 27.1 Vitsch shall use its best efforts to remedy errors within a reasonable period of time if these are reported to Vitsch in writing within a period of 1 (one) month after delivery, or, if an acceptance test was agreed, within 1 (one) month after acceptance, described in detail, failing which the right to remedy shall lapse.

28 SOFTWARE AND THIRD PARTY LICENCES

- 28.1 If and to the extent that Vitsch makes third party Software available to the Customer, the licence terms of the relevant third party shall apply in the relationship between Vitsch and the Customer in respect of the Software. Vitsch does not grant any rights beyond those granted by such third parties and shall not be liable for any errors in the Third Party Software.
- 28.2 If and to the extent that, for whatever reason, the third party terms referred to in this Section 28 are deemed not to apply or are declared inapplicable in the relationship between the Customer and Vitsch, the provisions of these Terms and Conditions shall apply in full.