

## **GENERAL TERMS AND CONDITIONS of N2P**

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### **Article 1: Definitions**

1.1. In these General Terms and Conditions, the following terms are used in the following meaning unless explicitly stated otherwise:

User: N2P (Registered in the Netherlands, no. 34375889) is the User of the General Terms and Conditions.

Client: the counterparty of the User.

Agreement: the agreement between the User and third parties under the application of these terms and conditions.

### **Article 2: General**

2.1. These terms and conditions apply to every offer, quotation and agreement between the User and a Client to which the User has declared these terms and conditions applicable, insofar as the parties have not expressly deviated from these terms and conditions in writing.

2.2. These terms and conditions also apply to all agreements with User, for the execution of which third parties need to be involved.

2.3. Any deviations from these terms and conditions shall only be valid if expressly agreed in writing.

2.4. The applicability of any purchase or other conditions of the Client is expressly rejected.

2.5. If one or more provisions in these terms and conditions or in the corresponding agreement are invalid or may be annulled, the other provisions of these general terms and conditions and the agreement will remain fully applicable. User and Client shall then consult to agree on new provisions to replace the void or voided provisions, whereby, if and as far as possible, the purpose and intent of the original provision shall be observed.

### **Article 3: Offers and tenders**

3.1. All offers are without obligation unless the offer expressly indicates otherwise in writing.

3.2. The prices in the said offers and quotations are exclusive of VAT and other government levies, as well as any costs to be incurred within the scope of the agreement, including shipping and handling costs, unless otherwise indicated.

3.3. If the acceptance deviates (on minor points) from the offer included in the quotation, the User will not be bound by it. In that case, the agreement will not be concluded in accordance with this deviating acceptance, unless User indicates otherwise.

3.4. A composite quotation will not oblige User to perform part of the assignment at a corresponding part of the quoted price.

3.5. Offers or quotations do not automatically apply to future assignments.

### **Article 4: Execution of the agreement, information and means**

4.1. User will execute the agreement to the best of his knowledge and ability and in accordance with the requirements of good craftsmanship, all this based on the skill that Client may

*This document is a convenience translation of the Dutch original. In case of any discrepancy between the English and Dutch versions, the Dutch version shall prevail.* 1

reasonably expect from User. User can however not guarantee the achievement of any intended result and has therefore only an obligation of effort in this respect.

4.2. User will determine the manner in which and by which person(s) the assignment will be carried out but will take the wishes made known by the Client into account as much as possible. If and in so far as required for a proper execution of the agreement, User has the right to have certain work done by third parties.

4.3. The Client shall ensure that all information, and any changes to it, are provided to the User in good time and in the form and manner that the User indicates are necessary or that the Client should reasonably understand are necessary, both at the start and during the performance of the Agreement. If the data necessary for the execution of the agreement are not provided in due time or not properly to User, User has the right to suspend the execution of the agreement and/or charge the Client for the additional costs resulting from the delay according to the usual rates.

4.4. The Client shall ensure that all resources and facilities, which the User indicates are necessary or which the Client should reasonably understand to be necessary for the execution of the agreement, are available to the User in a timely manner and at all times function properly. If the resources required for the execution of the agreement are not sufficiently available to the User, the User has the right to suspend the execution of the agreement and/or to charge the Client for the additional costs resulting from the delay in accordance with the usual rates.

4.5. The Client guarantees the correctness, completeness and reliability of the data, resources and facilities provided by or on behalf of it to the User. The User is not liable for damage, of whatever nature, because the User relied on incorrect and/or incomplete information, etc., provided by the Client, unless the User should have been aware of this inaccuracy or incompleteness.

4.6. The Client is obliged to inform the User immediately about changes in the information provided, etc., or other facts and circumstances that may be important in connection with the execution.

4.7. If it has been agreed that the agreement will be executed in phases, the User can suspend the execution of those parts that belong to a following phase until the Client has approved the results of the preceding phase in writing.

4.8. If work is performed by the User or third parties engaged by the User in the context of the assignment at the Client's location or at a location designated by the Client, the Client will provide the facilities reasonably desired by those employees free of charge.

## **Article 5: Amendment of the agreement**

5.1. If during the execution of the agreement it appears that it is necessary for a proper execution to change or supplement the work to be performed, the parties will adjust the agreement accordingly in good time and in mutual consultation.

5.2. If the parties agree that the agreement will be amended or supplemented, the time of completion of the execution may be affected. The User will inform the Client of this as soon as possible. Said amendment or supplement to the agreement does not entitle the Client to compensation.

5.3. If the amendment or addition to the agreement will have financial and/or qualitative consequences, the User will inform the Client about this in advance. The User is entitled to charge additional costs to the Client.

5.4. If a fixed fee has been agreed, the User will indicate to what extent the amendment or supplement to the agreement will result in this fee being exceeded.

#### **Article 6: Contract duration; execution time**

6.1. The agreement between the User and a Client is entered into for an indefinite period of time, unless the nature of the agreement dictates otherwise, or the parties expressly agree otherwise in writing.

6.2. If a term has been agreed within the term of the agreement for the completion of certain activities, this is never a strict deadline. If the execution term is exceeded, the Client must therefore give the User written notice of default.

6.3. Unless it has been established that execution is permanently impossible, the agreement cannot be dissolved by the Client due to the term being exceeded, unless the User also does not perform the agreement or does not fully execute it within a reasonable term notified to him in writing after the agreed delivery period.

#### **Article 7: Termination**

7.1. Each of the parties is authorized to terminate the agreement with due observance of a period that is reasonable according to the circumstances by the end of a calendar month, unless the parties have agreed otherwise. Termination must be made in writing.

7.2. If the agreement is terminated prematurely (in the event that the agreement has been entered into for a definite period of time) by the Client, the User is entitled to compensation for the loss of occupancy that has arisen and can be demonstrated as a result, unless the termination is based on facts and circumstances that are attributable. Furthermore, the Client is then obliged to pay the invoices for work performed up to that point.

7.3. If the agreement is terminated prematurely by the User, the User will, in consultation with the Client, arrange for the transfer of work still to be performed to third parties, unless the termination is based on facts and circumstances that are attributable to the Client.

7.4. If the transfer of the work entails additional costs for the User, the Client is obliged to pay these to the User with due observance of the provisions of Articles 8 and 9 of these general terms and conditions.

#### **Article 8: Fee**

8.1. The parties can agree on a fixed fee at the time of establishment of the agreement.

8.2. If no fixed fee is agreed, the fee will be determined on the basis of hours actually spent. The fee is calculated in accordance with the User's usual hourly rates, applicable for the period in which the work is performed, unless a deviating hourly rate has been agreed.

8.3. The fee and any cost estimates are exclusive of VAT.

8.4. For assignments with a duration of more than two months, the costs owed will be charged periodically.

8.5. If the User agrees a fixed fee or hourly rate with the Client, the User is nevertheless entitled to increase this fee or rate, for example in the event of amendment or supplementation of the agreement.

8.6. Furthermore, the User is entitled to pass on price increases if the rates with regard to wages, for example, have increased between the time of offer and delivery.

8.7. In addition, the User may increase the fee if it appears during the performance of the work that the originally agreed or expected amount of work was underestimated to such an extent upon establishment of the agreement, and this is not attributable to the User, that the User cannot reasonably be expected to perform the agreed work for the originally agreed fee. In that case, the User will inform the Client of the intention to increase the fee or rate. The User will state the extent of and the date on which the increase will take effect.

### **Article 9: Payment**

9.1. Payment must be made within 14 days of the invoice date, without any deduction, discount or settlement by deposit or transfer to the bank account indicated by the User.

Objections to the amount of the invoices do not suspend the payment obligation.

9.2. If the Client fails to pay within the period of 14 days, the Client is legally in default. The Client will then owe interest equal to the applicable statutory commercial interest. The interest on the amount due and payable will be calculated from the moment the Client is in default until the moment of payment of the full amount, whereby part of a month is counted as a full month.

9.3. In the event of liquidation, bankruptcy, seizure, or suspension of payment of the Client, the User's claims against the Client are immediately due and payable.

9.4. The User has the right to have the payments made by the Client go first of all to reduce the costs, then to reduce the interest due and finally to reduce the Client sum and the current interest.

### **Article 10: Retention of title**

10.1. All goods delivered by the User, possibly including designs, sketches, drawings, films, software, (electronic) files, etc., remain the property of the User until the Client has fulfilled all obligations under all agreements concluded with the User, this at the discretion of the User.

10.2. In the event that the User wishes to exercise his property rights referred to in this article, the Client already now grants unconditional and irrevocable permission to the User or third parties to be designated by him to enter all those places where the User's property is located and to take back.

### **Article 11: Collection costs**

11.1. All judicial and extrajudicial (collection) costs reasonably incurred by the User in connection with the non- or late fulfillment by the Client of its payment obligations are for the account of the Client.

## **Article 12: Research, complaints**

12.1. Complaints about the work performed must be reported to the User in writing by the Client within 8 days after discovery, but no later than 14 days after completion of the work in question. The notice of default must contain a description of the shortcoming that is as detailed as possible, so that the User is able to respond adequately. A complaint does not suspend the payment obligation of the Client, except insofar as the User has informed the Client in writing that the latter considers the complaint (partly) justified.

12.2. If a complaint is justified, the User will still perform the work as agreed, unless this has become demonstrably pointless for the Client in the meantime. The latter must be made known in writing by the Client.

12.3. If the performance of the agreed work is no longer possible or useful, the User can repay part of the fee already paid without further execution of the order and the User can only be held liable within the limits of article 16.

## **Article 13: Expiration period**

13.1 Without prejudice to the provisions of article 12, if the Client is of the opinion or continues to be of the opinion that the User has not performed the agreement on time, not fully or not properly, unless this has already been done on the basis of the provisions of article 12.1, immediately in writing to notify the User and to enforce the claims based thereon within two months after the date of the notification referred to above, or within two months after that notification should have been given, failing which all his rights and claims will be in this regard shall lapse upon expiry of the term referred to above.

## **Article 14: Suspension and dissolution**

14.1. User is authorized to suspend the fulfillment of the obligations or to dissolve the agreement if:

- The Client does not or not fully comply with the obligations under the agreement.
- Circumstances that have come to the attention of the User after the conclusion of the agreement give good grounds to fear that the Client will not fulfill its obligations. If there are good grounds to fear that the Client will only partially or not properly comply, suspension is only permitted insofar as the shortcoming justifies it.
- When concluding the agreement, the Client was requested to provide security for the fulfillment of its obligations under the agreement and this security is not provided or is insufficient.

14.2. Furthermore, the User is authorized to dissolve the agreement (or have it dissolved) if circumstances arise that are of such a nature that fulfillment of the agreement is impossible or can no longer be required according to standards of reasonableness and fairness, or if other circumstances arise of such a nature that unaltered maintenance of the agreement cannot reasonably be expected.

14.3. If the agreement is dissolved, the User's claims against the Client are immediately due and payable. If the User suspends the fulfillment of his obligations, he retains his claims under the law and the agreement.

14.4. User always reserves the right to claim compensation.

#### **Article 15: Return of items made available**

15.1. If the User has made goods available to the Client during the execution of the agreement, the Client is obliged to return the delivered goods at the User's first request within 14 days in their original condition, free of defects and in full.

15.2. If the Client fails to comply with the provisions set out under 15.1. the aforementioned obligation to return, the Client is obliged to reimburse the User for the resulting damage and costs, including the costs of replacement.

#### **Article 16: Liability**

16.1. If the User should be liable, this liability is limited to what is arranged in this provision.

16.2. In the event of the User's liability for damage suffered by the Client, which is caused by late, incomplete, or improper execution of the order, the amount of any compensation is limited to a maximum of the amount for which the User's liability is covered by insurance. Insofar as the said insurance would not provide cover or there is no insurance, the amount of any compensation is limited to a maximum of the amount of the agreed fee for the relevant assignment, but with a maximum of the amount that is payable during the first three months of execution. The foregoing is subject to exception in the event of intent or equivalent gross negligence on the part of the User. In this and the following provisions of this article, the User also includes his employees as well as any third parties engaged by him for the execution of the assignment.

16.3. The User is not liable for damage caused by the fact that the Client has not complied with his information obligation arising from article 4.3 or because the information provided by the Client does not comply with what he is responsible for pursuant to article 4.5, unless this damage is partly caused by intent or equivalent gross negligence on the part of the User.

16.4. Furthermore, the User is not liable for damage caused by acts or omissions of third parties involved by the Client in the execution of the assignment.

16.5. The User is, moreover, always authorized to limit or undo the damage of the Client as much as possible, for which the Client will fully cooperate.

16.6. User is only liable for direct damage. User is never liable for indirect damage, including consequential damage, lost profit, lost savings, and damage due to business interruption.

16.7. The Client indemnifies the User against any claims from third parties who suffer damage in connection with the execution of the agreement and the cause of which is attributable to others than the User. If the User should be addressed by third parties for this reason, the Client is obliged to assist the User both in and out of court and to immediately do everything that may be expected of the Client in that case. If the Client fails to take adequate measures, the User is entitled to do so himself without notice of default. All costs and damage on the part of the User and third parties arising as a result will be entirely at the expense and risk of the Client.

16.8. Persons involved in the execution of the agreement are never liable under Article 7:404 of the Dutch Civil Code or otherwise.

## **Article 17: Indemnifications**

- 17.1. The Client indemnifies the User against claims from third parties with regard to intellectual property rights on materials or data provided by the Client, which are used in the execution of the agreement.
- 17.2. If the Client provides the User with information carriers, electronic files, or software, etc., it guarantees that the information carriers, electronic files, or software are free of viruses and defects.
- 17.3. The Client indemnifies the User against claims from third parties with regard to damage, which is related to or ensues from the assignment performed by the User, if and insofar as the User is not liable for this towards the Client pursuant to the provisions of Article 16.

## **Article 18: Transfer of risk**

- 18.1. The risk of loss or damage to the goods that are the subject of the agreement transfers to the Client at the moment when they are legally and/or actually delivered to the Client and thus under the control of the Client or of a third party to be designated by the Client.

## **Article 19: Force majeure**

- 19.1. Parties are not obliged to fulfill any obligation if they are prevented from doing so as a result of a circumstance that is not due to fault, and is not for their account under the law, a legal act, or generally accepted views.
- 19.2. In these general terms and conditions, force majeure is understood to mean, in addition to what is understood in this regard in the law and jurisprudence, all external causes, foreseen or unforeseen, over which the User cannot exert any influence, but as a result of which the User is unable to fulfill its obligations. This includes strikes in the User's company.
- 19.3. The User also has the right to invoke force majeure if the circumstance that prevents (further) fulfillment occurs after the User should have fulfilled his obligations.
- 19.4. The parties can suspend the obligations under the agreement during the period that the force majeure continues. If this period lasts longer than two months, each of the parties is entitled to dissolve the agreement, without any obligation to pay compensation to the other party.
- 19.5. Insofar as the User has partially fulfilled or will be able to fulfill his obligations under the agreement at the time of the occurrence of force majeure, and the part fulfilled or to be fulfilled has independent value, the User is entitled to separately invoice the part already fulfilled or to be fulfilled. The Client is obliged to pay this invoice as if it were a separate agreement.

## **Article 20: Confidentiality**

- 20.1. Both parties are obliged to maintain the confidentiality of all confidential information that they have obtained from each other or from another source in the context of their agreement. Information is considered confidential if this has been communicated by the other party or if this results from the nature of the information.
- 20.2. If, on the basis of a statutory provision or a court decision, the User is obliged to also provide confidential information to third parties designated by the law or the competent court, and the User cannot rely on a legal or competent court recognized in this regard. or permitted

right of non-disclosure, then the User is not obliged to pay compensation or indemnification and the other party is not entitled to dissolve the agreement on the basis of any damage caused by this.

### **Article 21: Intellectual property and copyrights**

21.1. Without prejudice to the other provisions of these general terms and conditions, the User reserves the rights and powers vested in that User under the Copyright Act.

21.2. All documents provided by the User, such as reports, advice, agreements, designs, sketches, drawings, software, etc., are exclusively intended to be used by the Client and may not be reproduced, published, or made public by him without the User's prior consent to third parties, unless the nature of the provided documents dictates otherwise.

21.3. User reserves the right to use the knowledge gained through the performance of the work for other purposes, insofar as no confidential information is disclosed to third parties.

### **Article 22: Disputes**

22.1. The court in the User's place of business has exclusive jurisdiction to hear disputes unless mandatory provisions prescribe otherwise.

22.2. The parties will only appeal to the courts after they have made every effort to settle a dispute in mutual consultation.

### **Article 23: Applicable law**

23.1. All legal relationships between the User and the Client to which these general terms and conditions apply are governed by Dutch law. The Vienna Sales Convention is expressly excluded.