

# General terms and conditions Chemponics B.V. (English)

## Article 1: Definitions

In these General Terms and Conditions, the following terms have the following meanings:

- Chemponics:** Chemponics B.V., statutory seat in Teylingen , KvK-number 81222041.
- Client:** The natural person or legal entity entering into an Agreement with Chemponics.
- Parties:** Chemponics and Client together.
- Party:** Chemponics or Client.
- Goods:** All products delivered or to be delivered by Chemponics to the Client in the execution of an Agreement or arising from, or directly related to, the Assignment, all in the broadest sense of the word.
- Services:** All activities performed by Chemponics for or on behalf of the Client in the execution of an Agreement. Activities include, among other things: consultancy, project execution, troubleshooting, maintenance, research, laboratory work, and interim and secondment assignments.
- Assignment:** The Services to be provided by Chemponics as specified in the Agreement, whether or not in combination with Goods to be delivered.
- Agreement:** Any agreement or contract between the Parties regarding the sale of Goods or Services, or Services in conjunction with the delivery of Goods by Chemponics, entered into as described in Article 2.

## **Article 2: Applicability**

1. These terms apply to all quotations, offers, contracts, orders, activities, agreements, and the provision of services and/or goods, as well as any related communication, by or on behalf of Chemponics, arising from or in connection with the previous.
2. Deviations from these terms are only possible if expressly agreed upon in writing by the Parties.
3. Unless expressly agreed otherwise in writing, the Parties explicitly exclude the applicability of additional and/or deviating (standard-, general-, procurement-, and/or delivery-) terms and conditions from the Client or third parties.
4. The Agreement is concluded by the written signing of the quotation, approval by email, electronic means or verbal commitment by the Client.

## **Article 3: Offers and Quotations**

1. Chemponics' offers and quotations are non-binding and valid for thirty (30) days unless a different acceptance period is specified in the offer. If the offer is not accepted within the stipulated period, it expires.
2. Chemponics' offers and quotations are subject to typographical errors and/or price changes.
3. Delivery times in quotations are indicative, and exceeding them does not entitle the Client to dissolution or compensation, unless expressly agreed otherwise in writing by the Parties. Consequently, the Client must notify Chemponics in writing of default.
4. Offers and quotations do not automatically apply to reorders unless expressly agreed otherwise in writing by the Parties.
5. The prices stated in a quotation are exclusive of VAT and/or other costs and taxes unless expressly stated otherwise in writing.

## **Article 4: Samples and Models**

1. If the Client has received a sample or model of a product, they can derive no rights from it other than that it serves as an indication of the nature of the product, unless the Parties have expressly agreed that the products to be delivered correspond to the sample or model. In the event that Chemponics provides drawings or models in quotations or agreements, these remain the property of Chemponics at all times unless expressly agreed otherwise in writing.

## **Article 5: Delivery of Goods**

1. Delivery takes place as long as stock is available.
2. Delivery is made to the Client's address, unless otherwise agreed upon by the Parties.
3. Unless expressly agreed otherwise in writing, Chemponics products are delivered Free Carrier (FCA) to the carrier according to the ICC Incoterms® 2020.
4. Chemponics reserves the right to deliver purchased items in parts and to invoice them separately.
5. The Client is obliged to accept the Goods at the time they are made available and to perform all actions reasonably expected to enable Chemponics to fulfil the delivery as agreed upon.
6. If the Client refuses or obstructs acceptance, the Goods will be stored at the expense and risk of the Client. All resulting costs related to delivery, as well as any additional costs of transportation, storage, and preservation, will be paid by the Client.
7. The risk of loss, damage, or depreciation of Goods passes to the Client when the item is placed under the control of the Client.
8. If the Client arranges transport for a product, any visible damage to products and/or packaging must be reported to Chemponics before transportation; otherwise, Chemponics cannot be held liable for any damage.

9. If the Client requests to cancel or modify an order (or part thereof), this must be approved by Chemponics. Charges may apply for changing or cancelling an order.
10. Chemponics is allowed to apply a slight deviation, within standard tolerances, concerning the specifications or quality of the delivered Goods, unless expressly agreed otherwise in the Agreement. In the event that, in the opinion of Chemponics, this adjustment results in a significant deviation from the respective Goods, Chemponics will inform the Client of this as soon as possible, after which the Client has the right to terminate the Agreement within a period of fourteen (14) days.

## **Article 6: Inspection and Returns of Goods**

1. The Client must inspect the Goods, if possible, upon delivery or as soon as possible, but in any case within a maximum of five (5) working days after delivery. The Client must check the following:
  - a. if the correct Goods have been delivered;
  - b. if the Goods meet the agreed-upon quality requirements as established in the Agreement;
  - c. has any damage occurred during transport.
2. If the packaging of a delivered product is opened or damaged, the Client must have the carrier or delivery person make a note of this before accepting the product. In the absence of this, Chemponics cannot be held liable for any damage. Reporting damages, non-conformities, or deficiencies does not exempt the Client from their payment obligations.
3. Reporting damages, non-conformities, or deficiencies must be done within the period as stated in Article 19.
4. The Client is obliged to accept the items produced by Chemponics upon her request. Customized items cannot be returned.
5. Returns are only accepted if:
  - a. Chemponics has approved the return in writing in advance;
  - b. the Client bears the return costs;
  - c. the Goods are stock or standard goods;
  - d. the delivery took place no longer than one (1) month ago.

## **Article 7: Retention of ownership**

1. Chemponics retains ownership of all delivered products until the Client has fully fulfilled all payment obligations towards Chemponics, including claims for breach of the Agreement. Until then, Chemponics can at any time invoke its retention of ownership and reclaim the items.
2. If Chemponics invokes the retention of ownership, the Client is obligated, upon the first request, to enable Chemponics to retrieve the relevant items.
3. If Chemponics invokes the retention of ownership, the Agreement is considered dissolved, and Chemponics has the right to claim compensation for damages, lost profits, and interest.
4. Before ownership is transferred to the Client, the Client may not pawn, pledge, sell or otherwise encumber the products.
5. If the agreed-upon prepaid amounts are not paid or not paid on time, Chemponics has the right to suspend activities until the agreed-upon part is settled. This constitutes default on the part of the debtor. A delayed delivery cannot be objected to Chemponics in this case.
6. If items have not been delivered but the agreed-upon advance payment or price has not been paid in accordance with the agreement, Chemponics has the right of retention. The item will not be delivered until the Client has paid in full and in accordance with the agreement.
7. In the event of liquidation, insolvency, or suspension of payment by the Client, the obligations of the Client become immediately due and payable.

## **Article 8: Provision of Information by the Client**

1. The Client ensures that all data and materials, as indicated by Chemponics as necessary for the correct execution of the Agreement, or which the Client reasonably should understand to be necessary for the execution of the Agreement, are made available in a timely manner, in the desired form, and in the desired way.
2. The Client is responsible for the accuracy, completeness, and reliability of the data and documents provided to Chemponics, even if they originate from third parties, to the extent that the nature of the Assignment does not dictate otherwise.
3. The Client understands that failure to comply with these obligations has consequences for the execution of the Agreement. If the Client does not, not timely, or not properly provide the data and documents requested by Chemponics, causing a delay in the execution of the Agreement, the resulting additional costs and fees will be borne by the Client.
4. The Client indemnifies Chemponics against any damage in any form resulting from non-compliance with the provisions of the first and second sections of this article.
5. If and to the extent the Client requests, Chemponics returns the relevant documents.

## **Article 9: Execution of the Agreement**

1. In the execution of a Service, Chemponics will make every effort to perform the services to the best of its ability and guarantees the timely and complete fulfilment of the agreed-upon commitments, all in accordance with the law and social conventions and with due care as a good service provider under Article 7:401 of the Dutch Civil Code.
2. Execution takes place in mutual consultation and after written agreement and payment of any agreed-upon advance.
3. If, at any time, Chemponics anticipates that its obligations cannot be fulfilled, not timely, or not properly, the Client must be immediately informed.
4. During the course of the Agreement, Chemponics and the Client will, if desired, regularly consult with each other, at least once during the process, on the status, progress, and all other matters related to the Assignment. Special circumstances, such as vacations or illness, reserved.
5. At the end of the Agreement, if desired, an evaluation may take place by the Parties. Six months after the conclusion of the Agreement, if the Client wishes, another evaluation can take place.
6. In all cases where Chemponics deems it useful or necessary, it has the right, in consultation with the Client, to have certain tasks performed by third parties or to seek assistance from third parties.
7. It is the responsibility of the Client to ensure that Chemponics can start the Assignment on time. If the Client has not ensured that the execution of the Agreement can start on time, the resulting additional costs and fees will be borne by the Client. The Client is responsible for all preparations necessary for the execution of the agreed-upon activities. This includes correctly and timely carrying out all necessary assemblies, facilities, or conditions for (setting up and safely executing) the agreed-upon activities.
8. If the activities take place at the Client's premises, the Client guarantees that:
  - a. The (experimental) installation(s) and environment or workplace (in the broadest sense of the word) are clean and safe.
  - b. The (experimental) installation(s) and environment or workplace (in the broadest sense of the word) and all tools that are reasonably necessary and provided by the Client comply at least with the safety requirements arising from Article 7:658, paragraph 1, of the Dutch Civil Code and the requirements arising from the applicable laws and regulations regarding working conditions.
  - c. Free access to the (experimental) installation(s) and environment or workplace (in the broadest sense of the word) for the execution of the agreed-upon activities.

- d. All tools that are reasonably necessary to carry out the activities, such as tools, measuring equipment, testing equipment, IT tools, and any access pass, are provided to Chemponics free of charge.
9. In the event that Chemponics is instructed to fulfil an Assignment or part thereof in collaboration with a third party, the Client will, in consultation with all parties involved, determine each person's task. Chemponics accepts no joint liability, nor liability for the execution of the task and the associated activities of the third party.
10. If a deadline has been agreed upon for the completion of certain activities, this is not a strict deadline unless expressly agreed otherwise. Exceeding the agreed-upon deadline does not constitute a attributable failure on the part of Chemponics. For this reason, the Client cannot dissolve the Agreement and is not entitled to compensation. In the event of exceeding the agreed-upon deadline or end date, written notice of default is always required before default occurs.
11. The Agreement is entered into for the period resulting from the nature of the Assignment and/or as stipulated in the order confirmation. This can be:
  - a. for an indefinite period, or;
  - b. a predetermined period, with a predetermined start and end date and/or;
  - c. a predetermined end goal or result, where achieving the aforementioned end goal or result terminates the Agreement and/or;
  - d. a period to be determined later that does not exceed the ultimate end date.
12. Chemponics is explicitly allowed to deviate from an earlier issued advice, provided plan, or drawing during the execution of the work, as this advice, provided plan, or drawing is an implementation plan prepared before the start of the work, and it may be beneficial to make changes during the work.

## **Article 10: Amendment of the Agreement**

1. If, during the execution of the Agreement, it appears that it is necessary to change or supplement the activities to be performed for a proper execution of the Assignment, the Parties will adjust the Agreement accordingly in a timely manner and in mutual consultation.
2. If the Parties agree to amend or supplement the Agreement, the completion time of the execution may be affected. Chemponics will inform the Client of this as soon as possible.
3. If the change or addition to the Agreement has financial and/or qualitative consequences, Chemponics will inform the Client about this in writing as soon as possible.
4. If the Parties have agreed on a fixed fee, Chemponics will indicate to what extent the change or addition to the Agreement results in exceeding this fee.
5. Changes in the activities result in more or less work in any case when:
  - a. there is a change in the design or specifications;
  - b. the information provided by the Client does not correspond to reality;
  - c. there is a deviation of more than 10% from estimated quantities;
  - d. the normal working hours are exceeded by more than 10%;
  - e. there is a deviation from the reimbursable quantities. In case of deviations greater than 10%, the Client and Chemponics will agree on a modified unit price.
6. Overtime will be calculated based on the value of the price-determining factors applicable at the time the overtime is performed. Reduction of work will be settled based on the value of the price-determining factors applicable at the time of the conclusion of the Agreement.

## **Article 11: Extension and Termination**

1. The Agreement is automatically terminated upon the expiration of the agreed term, unless the Parties otherwise agree in writing no later than one (1) month before the end of the contract period. The extended Agreement will continue under the same conditions unless otherwise agreed upon in writing by the Parties.
2. The Parties are entitled to terminate this Agreement during the contract period with a notice period of one (1) month if they have reached an agreement on this matter. Termination must always be done in writing.
3. In the event that the Client withdraws the Assignment, the Client is obliged to pay the due fee and the expenses incurred by Chemponics.
4. The Parties may terminate the Agreement immediately, without stating reasons, if:
  - a. the counterparty is declared bankruptcy;
  - b. the counterparty is granted (provisional) suspension of payments;
  - c. circumstances come to light after the conclusion of the Agreement that make it plausible that the counterparty cannot or cannot timely and/or fully fulfil its obligations under the relevant Agreement;
  - d. the counterparty's business is liquidated; conservatory or enforcement attachment is placed on a substantial part of the movable and/or immovable property or other types of Goods of the counterparty;
  - e. Chemponics fails to fulfil its obligations under the Agreement for at least 30 (thirty) days due to force majeure (as described in Article 16).
5. If one of the Parties terminates the Agreement for the reasons mentioned in the previous paragraph, this Party is not obliged to pay any compensation to the terminated Party.
6. If circumstances arise that make the execution of the Agreement impossible and/or so taxing and/or disproportionately costly for Chemponics that compliance with the Agreement can no longer be reasonably expected from Chemponics, Chemponics is authorized to terminate the Agreement without the Client being entitled to any compensation or reimbursement of costs.

## **Article 12: Acceptance of Results**

1. In principle, Chemponics is subject to best efforts obligations in the execution of the Agreement, whereby Chemponics endeavours to perform the work to the best of its insight and ability. Chemponics carries out the Agreement in accordance with the specified requirements and based on the knowledge and state of science known at that time, with or without reliance on the information as described in Article 8.
2. If a clearly specified result is defined in an Agreement, Chemponics will deliver this result in the form and manner specified in the Agreement. If the Client does not state otherwise within one (1) month after the delivery of the result, it is presumed that the result has been delivered correctly.

## **Article 13: Intellectual Property Rights**

1. Unless otherwise agreed upon in writing, Chemponics retains all intellectual property rights (including copyrights, patents, utility models, trademarks, service marks, design rights, database rights, ownership rights to information, know-how, and all other intellectual or industrial property rights as they may or will exist in the broadest sense) to all designs, drawings, writings, data carriers or other information, quotations, images, sketches, models, mock-ups, topographies of semiconductor products and printed circuit boards, results of the Services and/or activities, etc. Also, the products or Goods provided or used in the context of the Agreement, including but not limited to readers, reports, brochures, proposals, articles, project materials, course materials, models, practice materials, tests, computer programs, and other documents.

2. The mentioned intellectual property rights may not be copied, shown to third parties, made available, or otherwise used without the written permission of Chemponics.
3. The intellectual property of products resulting from the activities of Chemponics exclusively belongs to Chemponics or its parent company, unless shared intellectual property has been agreed upon prior to an Assignment.
4. The Client may not use these products, on which Chemponics holds intellectual property rights, without the written permission of Chemponics, other than for the purposes of this Agreement.
5. Chemponics is entitled to use the knowledge obtained through the performance of the work for other purposes, provided that no confidential information is disclosed to third parties.
6. The Chemponics logo (registration number: 1492562) and the Chemponics® name (registration number: 1492558) are registered trademarks with the Benelux Office for Intellectual Property, all rights reserved.

## **Article 14: Confidentiality**

1. Each of the Parties shall keep the information received from the other Party (in any form) and all other information concerning the other Party, which it knows or reasonably suspects to be secret and/or confidential, or information that it can expect the dissemination thereof to cause damage to the other Party, confidential. Each Party shall take all necessary measures to ensure that its personnel also maintain the confidentiality of the aforementioned information. Confidential information, in any case, includes what is covered by this article, as well as business data. The Client undertakes to impose a written obligation of confidentiality on personnel and/or third parties involved in the execution of this Agreement, of the nature described in this provision.
2. The confidentiality obligation mentioned in the first paragraph of this article does not apply to information:
  - a. that was already public at the time the recipient received this information or subsequently became public without a breach by the receiving Party of a confidentiality obligation.
  - b. for which the receiving Party can prove that it was already in its possession at the time of provision by the other Party.
  - c. that the receiving Party has received from a third party, where this third party was entitled to provide this information to the receiving Party.
  - d. The confidentiality obligation is subject to any obligation imposed by law or by an authorized government agency to disclose certain information.
3. The confidentiality obligation described in this article applies for the duration of this Agreement and for a period of three years after its termination, unless otherwise agreed.

## **Article 15: Penalty for Violation of Confidentiality Obligation**

1. If the Client violates the article of these terms regarding confidentiality, the Client shall incur, for the benefit of Chemponics, an immediately due and payable penalty of €5,000 for each violation, and additionally, an amount of €500 for each day that the violation continues. This is regardless of whether the violation can be attributed to the Client. Furthermore, the imposition of this penalty does not require prior notice of default or legal proceedings. Nor is there a need for any form of damage to have occurred.
2. The imposition of the penalty referred to in the first paragraph of this article does not affect the other rights of Chemponics, including its right to claim damages in addition to the penalty.

## Article 16: Force Majeure

1. In addition to the provisions of Article 6:75 of the Dutch Civil Code, it is stipulated that a failure by Chemponics to fulfil any obligation towards the Client cannot be attributed to Chemponics in the event of circumstances beyond the control of Chemponics, which entirely or partially prevent the performance of its obligations towards the Client or for which the fulfilment of obligations cannot reasonably be expected from Chemponics. These circumstances include, in addition to what is understood in legislation and case law:
  - a. Non-performance or delays by suppliers or other third parties.
  - b. Strikes, go-slows, or any other actions.
  - c. Disruptions or delays in traffic.
  - d. Restrictive weather conditions.
  - e. Restrictive government measures.
  - f. Computer viruses or cyberattacks.
  - g. Employee absenteeism or accidents.
  - h. Power outages.
  - i. Substantially increased costs for raw materials and/or Goods and/or Services required for the execution of the Agreement, after the conclusion of the Agreement.
  - j. Circumstances preventing Chemponics from timely and/or adequately and/or fully executing the Agreement.
2. In the event of force majeure, Chemponics is not obliged to compensate for any damages, even if Chemponics benefits in any way from the force majeure situation.
3. In the event that Chemponics can partially fulfil its obligations, the delivered part or executable part will be invoiced separately as a partial delivery. The Client is obliged to pay the invoice for the partially fulfilled obligations without any right to discount or setoff, as if it were a separate Agreement.
4. A Party anticipating that it will fail to fulfil its obligations due to force majeure shall promptly notify the other Party in writing.
5. In case of default, Chemponics will make its utmost efforts to find a replacement and/or agree on alternative dates. However, since the work delivered is specialized and/or customized, nothing can be guaranteed.

## Article 17: Prices

1. The prices mentioned in offers, quotations, and invoices from Chemponics are exclusive of VAT and any other government levies, unless expressly stated otherwise.
2. The prices of Goods are based on the currently known cost prices. Increases in these prices, which Chemponics could not have foreseen at the time of making the offer or the conclusion of the Agreement, may lead to price adjustments.
3. Unless agreed otherwise, Chemponics' fees will be calculated based on the actual hours spent on performing the Assignment multiplied by the agreed hourly rate. The hourly rates used are exclusive of VAT, travel, accommodation, and expense allowances.
4. Commuting travel expenses are reimbursed based on the tax and premium-free mileage rate set by the government at the time. If public transport is used, the actual travel costs are invoiced to the Client. The travel expense reimbursement depends on the number of hours worked. Other arrangements apply only if agreed upon in writing.
5. Costs and hours for other business-related travel and additional costs incurred at the request of the Client are entirely borne by the Client. Accommodation and any other costs are paid by the Client on a reimbursable basis.
6. Chemponics keeps a weekly time record for the Assignment, which serves as the basis for calculating the compensation for the performed Assignment. The Client is responsible for the control and internal registration of worked hours.



7. Invoicing takes place, unless agreed otherwise in writing, based on time sheets that have been approved in writing by the Client. The responsibility for the accuracy of the time sheet lies with the Client from the moment of approval.
8. Non-worked hours due to sick leave, nationally recognized holidays, and/or leave are borne by Chemponics and will not be charged to the Client.
9. The prices and hourly rates agreed upon at the conclusion of the Agreement are based on the price level then in force. Chemponics has the right to index the fees charged to the Client annually as of January 1.
10. Adjusted prices, rates, and hourly wages will be communicated to the Client as soon as possible.

## **Article 18: Payment**

1. Payment of the fee is based on monthly invoicing, unless otherwise agreed.
2. Payments are to be made without any appeal to suspension or setoff, without deduction or discount, within forty-five (45) days from the invoice date, in the currency in which the invoice was issued, unless Parties have agreed otherwise in writing. Objections to the amount of the submitted invoices do not suspend the payment obligation.
3. If the Client does not pay an invoice within the agreed period, he is automatically in default without any reminder being required. From that moment, Chemponics is entitled to suspend its obligations until the Client has fulfilled his payment obligations.
4. If the Client is in default, Chemponics will proceed with collection. The costs related to that collection are at the expense of the Client. When the Client is in default, he owes, in addition to the principal amount, statutory interest, extrajudicial collection costs, and other damages to Chemponics. The collection costs are calculated in accordance with the Decree on compensation for extrajudicial collection costs.
5. All reasonably incurred judicial and extrajudicial (collection) costs that Chemponics incurs due to the Client's non-compliance with its payment obligations are borne by the Client. The extrajudicial collection costs amount to at least 15% of the amount due, with a minimum of €250.00. If Chemponics can demonstrate higher costs that were reasonably necessary, these costs are also eligible for compensation.
6. Payments made by the Client serve to settle, in the first place, all due interest and costs, and, in the second place, the due invoices that have been outstanding the longest, even if the Client states that the payment relates to a later invoice.
7. In the event of liquidation, bankruptcy, attachment, or suspension of payment by the Client, Chemponics' claims on the Client become immediately due and payable.
8. If the Client refuses to cooperate in the execution of the assignment by Chemponics, he is still obliged to pay the agreed price to Chemponics.

## **Article 19: Duty to Complain**

1. The Client is obligated to report complaints about the Services or Goods provided immediately in writing to Chemponics. The complaint should contain the most detailed possible description of the deficiency, non-conformity, or defect so that Chemponics can respond adequately.
2. A complaint cannot, in any case, lead to Chemponics being obliged to perform other activities than those agreed upon.
3. Visible defects must be reported to Chemponics in writing within five (5) working days after the actual delivery of the Goods or completion of the work.
4. Other defects must be reported in writing within a reasonable time after they have been discovered or should reasonably have been discovered, and in no case after the expiration of the warranty period.
5. After the expiration of these deadlines, the right to invoke the defect lapses.
6. The submission of a complaint does not exempt the Client from the payment obligation.

## **Article 20: Warranty**

1. Chemponics always strives for 100% satisfaction of the Client. Any deficiencies, non-conformities, or defects will be remedied promptly and as optimally as possible. Whether costs are associated with this is derived from the provisions below together with what is described in Article 19.
2. Chemponics guarantees that delivered products will be free from material and manufacturing defects for a period of 12 months after delivery.
3. The warranty for products applies exclusively to defects caused by defective manufacturing, construction, or material. Chemponics has no warranty obligations if the alleged defect or non-conformity has occurred due to normal wear and tear, accidents, stress tests, exceeding specified maximum operating conditions, misuse, negligence, incorrect handling, improper installation, unskilled use, improper storage, incorrect transport, introduced modification(s), or other causes attributable to the Client.
4. After reporting the defect or non-conformity, the product may be requested to be returned to Chemponics at the expense of the Client. If, upon inspection, it is found that the defect or non-conformity falls within the warranty, the product will be repaired, replaced, or the purchase price will be credited at the expense of Chemponics. In such cases, Chemponics also reimburses the transportation costs incurred for returning the product. Repair, replacement, or crediting of the purchase price is the only recourse for the Client. Chemponics accepts no further liability for additional costs or indirect damage related to the defect or non-conformity of the product.
5. The risk of loss, damage, or theft of the products that are the subject of an Agreement between the Parties passes to the Client at the moment when they are legally and/or effectively delivered, or come into the possession of the Client or a third party receiving the product on behalf of the Client.
6. Chemponics' warranty obligation does not extend beyond what the manufacturer of that product guarantees to Chemponics, unless expressly agreed otherwise.
7. If the Parties have entered into an Agreement with a service-oriented character, this has only an obligation of effort for Chemponics and no obligation of result, unless expressly agreed otherwise (see further information in Article 12).
8. The right to make a complaint expires after one year from the completion of the work or delivery of the work.

## **Article 21: Liability**

1. The Client is the expert in the field of their (experimental) installations, chemistry, process conditions, material compatibility, experiments, (lab) activities, environmental factors, safety risks, taken and to be taken (safety) measures regarding the application of Goods or Services delivered, or a combination of both, and the possible implications thereof. Only the Client is able to assess all possible dangers and/or consequences that Goods or Services from Chemponics could entail. Therefore, Chemponics is not liable towards the Client for material, immaterial, indirect, incidental, consequential, or punitive damage, whether suffered by the Client or third parties, arising from activities performed for the Client or Goods delivered to the Client or third parties, related to actions of, or non-, untimely, or improper fulfilment of the obligations under this Agreement by Chemponics, including but not limited to loss of profits, loss of revenue, coverage costs, business interruption, or property damage.
2. The Client is at all times responsible for:
  - a. assessing potential new hazards when applying delivered Goods or implementing changes to (experimental) installations;
  - b. determining the suitability of the delivered Goods and/or Services for a specific intended use;

- c. designing, configuring, and building (experimental) installations in such a way that material and immaterial damage is minimized in case of a leak or defect in the delivered Goods;
  - d. verifying results of delivered Services at all times, as described in Articles 9 and 12.
- 3. The Parties agree that the Client shall not have the right to claim any compensation for damage as described in the first paragraph of this article under the Agreement, unless Chemponics has intentionally or with gross negligence caused the damage.
- 4. Chemponics is not liable for any damages of any kind resulting from the use of incorrect or incomplete data/information provided by the Client. Chemponics is also not liable for any damages of any kind resulting from the use of incorrect or incomplete data/information or advice provided by Chemponics.
- 5. The limitation of liability also applies if Chemponics is held liable for damages directly or indirectly resulting from the improper functioning of the equipment, software, data files, registers, or other items used by Chemponics in the execution of the Assignment.
- 6. In no event is Chemponics liable if the Client or a third party engaged by the Client makes changes to the results.
- 7. Chemponics is never liable for damage and/or costs due to delays in the delivery of the goods to be delivered by Chemponics, nor for consequential damage, nor for direct or indirect damage to third parties.
- 8. In the event that, despite the above, Chemponics is liable for damages to the Client or third parties, this liability is at all times limited to the maximum invoice amount and does not exceed:
  - a. the agreed fee, or;
  - b. the sales price of the delivered Goods as agreed, or;
  - c. the amount paid by the relevant liability insurance(s), whichever of the three is applicable and the lowest.
- 9. In deviation from what is determined in the previous paragraph, in the case of an Assignment with a duration of more than three months, liability is further limited to the fee portion due over the last three months.
- 10. The Client indemnifies Chemponics against all claims from third parties, including reasonable legal costs, arising from or related to delivered Goods and/or Services performed for the Client, except for intent or gross negligence of Chemponics and in accordance with what is stipulated in paragraph 8.
- 11. Chemponics' liability for the incorrect or incomplete execution of work or the non or incomplete delivery of results is limited to repairing, correcting, completing, delivering, or correcting the work or results.
- 12. Without prejudice to the provisions of Article 6:89 of the Dutch Civil Code, the right to compensation on the part of the Client expires in any case twelve (12) months after the event or omission from which the damage directly or indirectly arises and for which Chemponics is liable.
- 13. Each Assignment given to Chemponics includes the authority to engage auxiliary persons and to accept any liability limitations of auxiliary persons on behalf of the Client. Chemponics will consult with the Client as much as possible before selecting and engaging third parties, exercising due care. Chemponics is not liable for any deficiencies and/or unlawful acts of these auxiliary persons, except for intent or gross negligence of Chemponics.

## **Article 22: Client's Liability**

1. The Client shall fully comply with all provisions of Article 7:658 of the Dutch Civil Code (protection against hazards) concerning the performing employee involved in the activities on behalf of Chemponics. The Client is fully liable to that employee in this context. In this regard, the Client explicitly indemnifies Chemponics against any claim from the respective employee.
2. If, despite the provisions of paragraph 1 of this article, Chemponics is held liable by the respective employee and Chemponics has had to pay damages in that context, Chemponics is entitled to recourse against the Client for the entire amount paid by Chemponics for damages and costs.
3. If activities take place at the Client's premises, the Client is responsible and liable for what is stated in Article 9, section 8.

## **Article 23: Compliance with Export Control**

1. The Client guarantees that any outcome, result, or component of the delivered Goods or Services will not be used or traded in any form (including sale, lease, processing) in a manner that violates Export laws and regulations imposed by the Netherlands, the United States, the EU, and/or the UN.
2. In addition to the above, the export of any outcome, result, or component of the delivered Goods or Services by Chemponics, where Iran, North Korea, Belarus, or the Russian Federation is the direct, indirect, or presumed end-user, is at all times subject to prior approval from Chemponics. This provision remains applicable if:
  - a. There are no more trade restrictions or export controls on the end user(s) as described in the above section, or
  - b. A license required by Export laws and regulations has been granted to the Client.
3. The Client undertakes to include these guarantees as a chain clause in subsequent agreements for the trade of the items, as stated in sections 1 and 2 of this article.
4. The Client will provide Chemponics, upon the first request, with a statement regarding the end use and end user (end-user statement) of the delivered Goods or Services.
5. The Client indemnifies Chemponics and shields Chemponics against all claims, liabilities, fines, and additional costs from third parties and expenses that Chemponics must/can incur due to the non-compliance by the Client with applicable Export laws and regulations.
6. Chemponics may immediately suspend its obligations and suspend the rights of the Client and/or terminate the Agreement prematurely and with immediate effect, without being obligated to any compensation to the Client, if the continuation of the Assignment is not allowed based on Export laws and regulations.
7. The Client declares and guarantees that no trade sanctions apply to the Client itself, as described in section 1 of this article.

## **Article 24: Transfer of Rights**

1. Rights of a Party arising from this Agreement cannot be transferred without the prior written consent of the other Party. This provision is considered a clause with property law effect as referred to in Article 3:83 paragraph 2 of the Civil Code.

## **Article 25: Insurance**

1. The Client adequately insures delivered items necessary for the execution of the underlying Agreement, as well as items belonging to Chemponics that are present at the Client's premises and items delivered under retention of title, against risks including fire, explosion, water damage, and theft.
2. In the event of damage, the Client shall be obligated to, upon the first request, enable and cooperate with Chemponics to recover the relevant damage under the Client's insurance.
3. Parties ensure, to the extent possible, sufficient coverage for business liability. Upon request, Parties provide each other with proof of insurance and the applicable policy conditions.

## **Article 26: Applicable Law and Competent Court**

1. Dutch law exclusively applies to every Agreement between the Parties, as well as any claims arising from an unlawful act related to the Agreement, excluding the Vienna Sales Convention.
2. In case of disputes, if agreement cannot be reached through prior consultation, each of the Parties is free to turn to the competent court. The Dutch court in the district of The Hague is exclusively competent to hear any disputes between the Parties, unless the law mandatorily dictates otherwise.
3. Parties may agree in writing on another form of dispute resolution, such as arbitration or (conflict) mediation.

## **Article 27: Final Provisions**

1. If one or more provisions of these terms are unenforceable, void, or invalid, it does not affect the other provisions of these terms.
2. A provision that is unenforceable, void, or invalid will be replaced by a valid, enforceable provision that comes closest to what was intended when drafting the terms in that regard.
3. Chemponics is entitled to amend or supplement these terms. The changes come into effect at the announced time of entry into force. The aforementioned changes do not affect ongoing assignments at the time of entry into force unless otherwise agreed by the Parties.
4. Minor changes can be made at any time.
5. Chemponics will discuss major substantive changes with the Client as much as possible in advance.
6. Deviations from these terms are only possible by written agreement.
7. These standard terms come into effect on September 26, 2023, replacing all previous standard terms of Chemponics.
8. Provisions that, by their nature, are intended to continue to apply after the termination of the Agreement remain in force after termination.
9. In the event of any inconsistency between the Dutch and English versions of these terms and conditions, the Dutch version shall take precedence. The English version is a translation for convenience purposes only.