



General delivery and payment conditions of Imbema-Holland B.V. and its group companies

Imbema-Holland B.V. with its registered office in Haarlem
and with its place of business at Nijverheidsweg 5-7 in Haarlem
Dutch Chamber of Commerce number: 340118873

1. Definitions

The capitalised terms used in these general delivery and payment conditions have the meaning set out below:

- 1.1. 'General Conditions' means these general delivery and payment conditions.
- 1.2. 'Services' means all services delivered or to be delivered by IMBEMA for or on behalf of the Customer under an Agreement, which may or may not involve the delivery of Goods.
- 1.3. 'Goods' means all goods, items and components delivered or to be delivered by IMBEMA to the Customer under an Agreement.
- 1.4. 'IMBEMA' means Imbema-Holland B.V. or the entity of the IMBEMA group that concludes or intends to conclude an Agreement with the Customer.
- 1.5. 'Intellectual Property Rights' means all intellectual property rights, including copyrights (including rights in and to software), patent rights, design rights, tradenames, trademarks, domain names, database rights, rights of ownership in respect of information, know-how and other business secrets, and all other intellectual or industrial property rights as these can or will exist anywhere in the world.
- 1.6. 'Customer' means any person or entity that concludes or intends to conclude an Agreement with IMBEMA.
- 1.7. 'Agreement' means an agreement between IMBEMA and the Customer with respect to the sale and/or delivery of Goods or Services by IMBEMA.

2. General

- 2.1. These General Conditions apply to and form part of all offers, deliveries, services and/or agreements between the Customer and IMBEMA. These General Conditions also apply to all actions, deliveries and activities carried out by IMBEMA prior to the conclusion of an Agreement.
- 2.2. Unless expressly agreed otherwise in writing, these General Conditions have precedence over all other communication made orally or in writing between the parties with respect to the sale or delivery of Goods and Services by IMBEMA.
- 2.3. The applicability of the Customer's general terms and conditions is expressly rejected by IMBEMA. The Customer's general terms and conditions only bind IMBEMA in so far as IMBEMA has accepted those general terms and conditions expressly and in writing.

3. Manner of conclusion of the Agreement

- 3.1. All IMBEMA's offers are non-binding offers. IMBEMA has the right to withdraw an offer at all times. IMBEMA is only bound by an offer that was not withdrawn if it has been accepted in writing by the Customer.
- 3.2. In the event the Customer provides data, drawings and other information to IMBEMA, IMBEMA is entitled to rely on the correctness and completeness thereof and IMBEMA will base its offer thereon.

The Customer is responsible for and will indemnify IMBEMA against any damages incurred by IMBEMA as a result of incorrect or incomplete data, drawings or information provided by the Customer.

- 3.3. All IMBEMA's offers are based on performance of the Agreement by IMBEMA under normal conditions and during normal working hours.
- 3.4. All orders or assignments submitted by the Customer will be deemed to be requests and will not bind IMBEMA in any way. An order or assignment placed by the Customer is irrevocable, unless indicated otherwise.
- 3.5. IMBEMA has the right to refuse an order or assignment without giving reasons.
- 3.6. An Agreement is concluded between the parties on the moment the first of one of the following events occur:
 - (i) the conclusion of a written agreement signed by both parties;
 - (ii) the moment of dispatch of a written (including by e-mail) order confirmation by IMBEMA; or
 - (iii) the moment at which IMBEMA complies with the Customer's order for delivery of the ordered Goods or Services. In the case of Goods this will for example be the moment the Goods leave IMBEMA's premises in accordance with the order, because they are collected by the Customer or because they are sent by IMBEMA to the Customer. For Services, this occurs when IMBEMA starts providing the relevant Services in accordance with the order.
- 3.7. An Agreement or an order for Goods or Services can only be changed or cancelled by the Customer with IMBEMA's written approval by IMBEMA. IMBEMA may charge the Customer the costs related to such change or cancellation.

4. Scope of the Agreement

- 4.1. Goods will comply with the statutory requirements. In the event the statutory requirements change between the moment of conclusion of the Agreement and the delivery, and this will result in additional costs, IMBEMA will have the right to cancel the delivery in question without further costs or to charge the Customer for such additional costs.
- 4.2. IMBEMA is only obliged:
 - a) to deliver Goods and Services if they expressly form part of the Agreement; and
 - b) to provide support regarding the use of the Goods and Services, including, but not limited to providing instructions and (free) servicing, to the extent agreed in the Agreement. Costs, including travel and accommodation costs may be charged by IMBEMA for such support.



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- 4.3. Services are provided between 8:00 a.m. and 5:00 p.m. on normal working days, unless agreed otherwise in writing.
- 4.4. In the event Services are provided, the Customer will sign off IMBEMA's relevant time registration, order or acceptance forms.
- 4.5. Agreements concluded for a specific period are not renewed automatically and end by operation of law at the end of the agreed term. The Customer does not have the right to terminate an Agreement prematurely.

5. Prices

- 5.1. Unless agreed otherwise in writing, the prices of Goods and Services are stated in euros, exclusive of VAT, import duties, excise duties and other taxes and levies and exclusive of delivery, packaging, installation, assembly, certification and fitting costs. The prices of Goods are based on delivery 'Ex Works (EXW)', from IMBEMA's place of business, in accordance with the Incoterms 2020.
- 5.2. IMBEMA has the right to charge to the Customer all taxes and levies to which the Goods or Services are subject as well as any delivery, packaging, installation, assembly, certification and fitting costs.
- 5.3. IMBEMA has the right to charge administration costs in respect of orders with an overall order value of less than €750, exclusive of VAT.
- 5.4. In the event one or more of the cost price factors increase after the date of conclusion of the Agreement, IMBEMA will have the right to adjust the price in such a manner that these factors are taken into account in a fair manner. Even if this is a consequence of foreseeable circumstances.
- 5.5. In the event IMBEMA provides Services other than between 8:00 a.m. and 5:00 p.m. on normal working days, it will have the right to charge the additional costs that arise therefrom to the Customer.
- 5.6. IMBEMA has the right to adjust incorrect prices.
- 5.7. IMBEMA has the right to index the agreed prices annually.

6. Delivery and delivery time

- 6.1. Unless agreed otherwise in writing or otherwise follows from the order or the Agreement, the Customer will be required to collect the Goods from a location to be designated by IMBEMA. Services are provided in the manner indicated in the Agreement.
- 6.2. The Customer can only take receipt of the Goods in instalments if this has been expressly agreed in writing. Unless agreed otherwise in writing, the Customer will call off the Goods in any event within 12 months in practically the same monthly quantities and IMBEMA will not be obliged to deliver in one month more than the average monthly quantity of Goods. If the entire quantity of Goods has not been called off after the applicable delivery term has ended, IMBEMA will have

- the right to either deliver all remaining Goods immediately or in parts, or to cancel the purchase with respect to the Goods that have not yet been delivered, without prejudice to IMBEMA's right to compensation.
- 6.3. Irrespective of whether the Goods are collected by the Customer or delivered otherwise, the risk to the Goods, including the risk of loss and damage, always passes to the Customer at the moment the Goods leave IMBEMA's pick-up or dispatch location.
 - 6.4. If it has been agreed that IMBEMA will deliver the Goods at a location other than an IMBEMA location, IMBEMA will have the right to charge the related costs to the Customer.
 - 6.5. If IMBEMA arranges the transport or has a third party arrange the transport, it will do so on behalf of and for the account and in the name of the Customer. Additional transport conditions may apply to such transport that regulate the legal position of the Customer towards the carrier. IMBEMA will provide the Customer, on request, with a copy thereof. IMBEMA shall not be liable for any damage during or delay in the transport if the transport is carried out by a third party and in such case the Customer has recover any loss or damage from the carrier taking into account the applicable transport conditions of the carrier.
 - 6.6. Unless agreed otherwise in writing, the manner of transport (in the event IMBEMA arranges for transport) and the manner of packaging will be determined by IMBEMA.
 - 6.7. Any return shipments are for the Customer's account and risk.
 - 6.8. Terms or delivery times are indicative and do not constitute strict deadlines, unless expressly agreed otherwise in writing. In the event IMBEMA exceeds a term or delivery time, this will not constitute a breach of the Agreement.
 - 6.9. The delivery period commences after IMBEMA has received all information from the Customer required for the performance of the Agreement.
 - 6.10. Goods are deemed to have been delivered as soon as the Goods are collected from an IMBEMA warehouse or other IMBEMA location by the Customer. In the event IMBEMA arranges for the transport, the Goods are deemed to have been delivered at the moment of delivery of the Goods at the agreed address.
 - 6.11. IMBEMA is not obliged to comply with a request from the Customer for an accelerated delivery of Goods and/or Services. If IMBEMA decides to accept a request for accelerated delivery, IMBEMA will have the right to charge the related costs to the Customer.
 - 6.12. If delivery of the Goods is refused by the Customer, IMBEMA will be entitled to immediate payment. If it has been agreed that the risk to the Goods does not pass when leaving IMBEMA's dispatch location, the risk to the Goods will pass to the Customer immediately after this refusal.

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IMBEMA will keep the Goods for the Customer's account and risk for up to thirty (30) calendar days after the invoice date.

- 6.13. After expiry of the term of thirty (30) calendar days referred to in article 6.12, IMBEMA will have the right to sell the Goods or use the Goods for a different purpose. Any proceeds will be credited to the Customer following deduction of costs that are for Customer's account. The foregoing is without prejudice to all IMBEMA's other rights, including IMBEMA's right to payment in full of the agreed price and the right to claim full compensation of incurred damages.
- 6.14. Unless expressly agreed otherwise in the Agreement, IMBEMA will be allowed to apply a minor deviation with respect to the specifications or quality of the Goods, such as the colour, quantity, size or weight, without such qualifying as a breach of IMBEMA to comply with its obligations. In the event IMBEMA considers that this minor deviation results in a material change to the Goods in question, IMBEMA will notify the Customer thereof in writing within thirty (30) calendar days, after which the Customer will have the right to dissolve the Agreement within a period of fourteen (14) calendar days.

7. Assembly, installation, certification and fitting activities

- 7.1. Unless otherwise agreed in writing, (a) IMBEMA will not carry out any assembly, installation, certification or fitting activities and (b) all prices are exclusive of assembly, installation, certification and fitting activities.
- 7.2. If assembly, installation, certification or fitting activities (in connection with the Goods or otherwise) have been agreed:
- such activities will be carried out for the Customer's account and risk;
 - such activities will be carried out at the location specified in the Agreement;
 - the Customer will be responsible for the dimensions and correct fit in its construction; and
 - the Customer is responsible towards IMBEMA for the correct and timely availability of all required facilities or conditions for setting up and the safe performance of the assembly, installation, certification and fitting activities and/or the proper functioning in their fitted, installed or assembled condition.
- 7.3. IMBEMA's activities do not include all activities required for the assembly, installation, certification or fitting activities, including but not limited to all electrical and plumbing activities and all ground, masonry, foundation, carpentry and paintwork and furthermore all other architectural activities. These therefore always remain the Customer's responsibility and are for its account and risk.
- 7.4. Without prejudice to the provisions of article 7.2 and 7.3, in case assembly, installation, certification or fitting

activities in respect of the Goods have been agreed, the Customer will provide all help and assistance that may reasonably be expected of it and will ensure in a timely manner and for its own account that all facilities and conditions required for the performance of those activities are available, including, but not limited to ensuring that:

- IMBEMA has free access to and is allowed to carry out the agreed activities properly during normal working hours and, if IMBEMA deems this necessary, outside normal working hours;
 - all statutory requirements have been met so that the activities can be carried out with due observance of the statutory requirements and the workplace where the activities are carried out complies with all statutory requirements, including the requirements for working conditions and safety;
 - groundwork, paving, piling, demolition, foundation, concrete, carpentry and upholstery work or other related activities will have been completed so that the location is easily accessible and the systems are clean and undamaged;
 - auxiliary, hoisting or lifting equipment is available for objects that cannot reasonably be carried by two persons;
 - scaffolding, platforms and ladders are available and mounted;
 - fuels and auxiliary equipment, such as compressed air, gas, water, electricity, supply and discharge pipes, and switching and safety equipment and cables required for electric motors or other electrical equipment, which are necessary to carry out the activities, including any testing and commissioning activities, are available to IMBEMA in the correct locations and comply with the statutory requirements;
 - for the duration of the activities and in the immediate vicinity thereof, a dry, heated, illuminated and separately lockable area of sufficient size is available to IMBEMA as both accommodation for the persons deployed by or on behalf of IMBEMA and for the storage of the materials to be used, tools and private property of the persons deployed by or on behalf of IMBEMA;
 - auxiliary persons are available at no cost; and
 - connections, rights and permits are applied for and obtained timely and the amounts due in respect thereof have been paid.
- 7.5. In the event the Customer's workplace where the persons deployed by or on behalf of IMBEMA have to perform activities fails to comply with the statutory requirements or the requirements to be imposed thereon on the basis of articles 7.2 under (d), 7.3 and 7.4, IMBEMA will have the right to postpone the performance of the activities until the moment these



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requirements have been met. IMBEMA has the right to grant the Customer an additional period in which these conditions must be met by the Customer. IMBEMA will have the right to terminate the Agreement if the Customer fails to comply with the foregoing sentence. Damages and costs that arise because the conditions referred to in article 7.2 under (d), 7.3 and 7.4 are not complied with or are not complied with on time are for the account of the Customer. The Customer will indemnify IMBEMA against all claims from third parties, including employees of IMBEMA and its group companies and the third parties engaged by IMBEMA including their employees, who sustain a loss in connection with the performance of the Agreement as a result of an act or omission on the part of the Customer.

- 7.6. The activities are deemed to have been performed without defect and have been accepted unconditionally by the Customer as soon as the Goods are used by the Customer or the acceptance form has been signed by the Customer.
- 7.7. This article 7 also applies in case of repair work or disassembly.

8. Payment

- 8.1. All payments must be made within thirty (30) calendar days after the invoice date, without deduction or set-off.
- 8.2. If the Customer fails to comply with its payment obligations, the Customer will be in default by operation of law and IMBEMA will have the right to charge a default interest rate amounting to 1.5% per month as from the invoice due date without further notice of default. The matters set out above do not prejudice IMBEMA's other rights, including but not limited to IMBEMA's right to further compensation or to claim the statutory commercial interest rate of article 6:119a Dutch Civil Code ("*Burgerlijk Wetboek*") if this is higher than the aforementioned default interest rate of 1.5% per month.
- 8.3. The Customer will pay an advance in respect of the payment or provide security for payment at IMBEMA's first request.
- 8.4. If the Customer fails to comply with its payments obligations, which includes a failure to comply with its obligation to pay an advance or provide security under article 8.3 or otherwise), IMBEMA will have the right, to suspend all its obligations under the Agreement and all further agreements concluded with the Customer, without prejudice to its other rights pursuant to the law, the Agreement or these General Conditions.
- 8.5. IMBEMA has the right to claim compensation of all costs, both judicial and extrajudicial, including the costs of legal assistance, which have been incurred by IMBEMA within the context of the collection of the

amounts due on the part of the Customer pursuant to the Agreement.

- 8.6. The Customer is obliged to submit complaints with respect to the invoices within fourteen (14) calendar days after the invoice date, after which the Customer will lose the right to complain about the invoices.

9. Software and right of use

- 9.1. IMBEMA and its licensors are the owners of the Intellectual Property Rights regarding the software and related documentation delivered to the Customer. Also if the software and documentation were developed as part of the Services on the instructions of the Customer.
- 9.2. The Customer only acquires a non-exclusive, non-pledgeable, not sub-licensable and non-transferable right to use the software and documentation as set out in and in accordance with the Agreement. In so far as the software and documentation are integrated in or included in the delivery of the Goods and Services, the Customer only acquires the right to use the software and documentation in combination with and as it is integrated and/or included in the delivery of the Goods or the Services. The licence conditions of third parties may apply to the use of the software and or the documentation.
- 9.3. The Customer is not allowed to copy or have copied all or part of the software and documentation other than expressly (a) is allowed on the basis of the Agreement, (b) if necessary for the use of the software or the documentation, or (c) is allowed pursuant to the law.
- 9.4. Unless permitted in writing by IMBEMA or expressly allowed on the basis of the law, the Customer will:
 - a. not change, adjust, alter, translate or create derivative works of software integrated in or delivered with the Goods or Services;
 - b. not use or make available such software in a way other than necessary for integrating this software in the Goods or delivering them together with the Goods or using them in combination with the Services;
 - c. not bundle such software or combine it with other software; and
 - d. not disassemble, decompile, unpick or otherwise attempt to retrieve the source code of such software.
- 9.5. In the event this article 9 or article 10 are breached by the Customer, the Customer will forfeit to IMBEMA for each breach, without requiring notice of default, an immediately due and payable penalty amounting to €100,000, as well as an immediately due and payable penalty of €10,000 for each day or part of a day this breach continues, without prejudice to all of IMBEMA's other rights in connection with such a breach, including IMBEMA's right to claim full compensation and to dissolve the Agreement.

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- 9.6. The right of use entitles the Customer exclusively to the use of the version of the software that was delivered. There is no right to upgrades or new versions, unless agreed otherwise.
- 9.7. The Customer is entitled to maintenance and support, including upgrades and new versions, only if such has been agreed expressly in writing in the Agreement and after the Customer has paid the amounts due in this connection.
- 9.8. IMBEMA has the right to block the Customer's access to the software with immediate effect if the Customer fails to comply with its payment obligations or other obligations arising from the Agreement.

10. Intellectual property rights

- 10.1. All Intellectual Property Rights with respect to the Goods or Services are vested in IMBEMA and its licensors. The Agreement does not comprise transfer of the Intellectual Property Rights with respect to the Goods or Services or the (3D) drawings, step files, CAD files, models, designs, diagrams, documents, software or other (image) materials made available or delivered to the Customer within the context of the performance of the Agreement. The Customer only acquires a limited licence to use the Goods or Services, the (3D) drawings, step files, CAD files, models, designs, diagrams, documents, software or other (image) materials as set out in and in accordance with the Agreement.
- 10.2. IMBEMA does not guarantee that the Goods or Services do not infringe the Intellectual Property Rights of third parties. If the Goods or Services infringe upon the Intellectual Property Rights of third parties, this infringement has a material impact on the Agreement or the use of the Goods and Services and this infringement is attributable to IMBEMA, IMBEMA's sole obligation is to make reasonable steps to acquire the right for the Customer to use the Goods or Services or to offer the Customer a replacement, in the absence of which the sole right of the Customer is to dissolve the Agreement. Outside the obligation set forth in the previous sentence, IMBEMA is not liable in the event the Goods and/or Services infringe upon the Intellectual Property Rights of third parties.
- 10.3. In the event IMBEMA creates or assembles a work or Goods or has a work created or assembled by third parties, which may comprise Goods, documentation or other results of the Services, or creates a Service or has it created by third parties on the basis of materials, documentation, goods or services provided by the Customer (the '**Materials**'), the following will apply unless agreed otherwise in writing:
 - (a) IMBEMA acquires free of charge an irrevocable, worldwide, royalty-free, non-exclusive and perpetual licence to use the Materials, including the related Intellectual Property Rights, for the

- creation of the work, the Good or the Service or for IMBEMA's purposes;
- (b) the Customer guarantees that the Materials do not infringe or will not infringe the Intellectual Property Rights of third parties. The Customer will indemnify IMBEMA against and hold it harmless from all claims or consequences of claims of third parties based on an (alleged) infringement of or other unauthorised use of their Intellectual Property Rights in connection with the Materials delivered by or on behalf of the Customer; and
- (c) all Intellectual Property Rights in or related to the works, Goods or Services thus created are vested exclusively in IMBEMA.

- 10.4. The Customer is not allowed to use the (3D) drawings, step files, models, designs, diagrams, documents, software and other materials that have been provided to it to copy goods, items and components IMBEMA delivered or could deliver to the Customer, or make these available to third parties and will destroy or return these at IMBEMA's first request.
- 10.5. The Customer will not remove or change any indications of ownership, intellectual property rights, confidentiality and/or of origin or have this done from anything made available or delivered by IMBEMA within the context of the performance of the Agreement.

11. Complaints and acceptance of delivery

- 11.1. All complaints of the Customer must be submitted to IMBEMA in writing and specified. Complaints must have reached IMBEMA within fourteen (14) calendar days after delivery of the Goods or Services to which the complaint relates or from which the complaint arises. In the event a complaint has not been submitted within the term mentioned in this article, all possible claims on the part of the Customer against IMBEMA will lapse and the Goods and Services will be deemed to have been delivered without defect and accepted unconditionally.
- 11.2. The Customer is obliged to inspect the Goods for damage, quantity and quality and other defects immediately upon receipt.
- 11.3. In derogation from article 11.1 the following applies in case the Goods are collected by the Customer at an IMBEMA location, the Customer must inform IMBEMA immediately upon receipt of (a) immediately visible damage to the Goods, (b) a deviation in the quantity of Goods delivered or (c) Goods delivered incorrectly, failing which the Customer's right to invoke this will lapse.
- 11.4. In the event IMBEMA arranges for transport or has transport arranged by third parties:
 - (a) the Customer must report transport damage within 48 hours by means of a notification on the (CMR) waybill. Damage not notified will be



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deemed to have arisen after delivery and is for the Customer's account; and

- (b) for any other defects, the Customer must complain timely in accordance with the applicable transport conditions, but ultimately within eight (8) calendar days after receipt of the Goods, subject to forfeiture of claims against IMBEMA.

- 11.5. In case of a defect in the delivery of the Goods or Services, IMBEMA will only be obliged to repair or replace the Goods or Services that were not delivered or that were delivered incorrectly.
- 11.6. In the event IMBEMA decides to repair the Goods and/or Services, IMBEMA will have the right to attach conditions thereto, including conditions with respect to the location and circumstances of repair.
- 11.7. Return shipments are only possible in case of a complaint and will only be accepted by IMBEMA after IMBEMA has approved a request from the Customer for a return shipment. The Customer is obliged to comply with IMBEMA's further instructions regarding the return shipment. Goods that have been developed specifically for the Customer can only be returned with due observance of the provisions of the Agreement.
- 11.8. Statements and information provided by IMBEMA with respect to the Goods are without obligation and do not release the Customer from its obligation to examine the Goods.

12. Guarantee

- 12.1. IMBEMA guarantees that all of its Goods, with the exception of consumables, are free from manufacturing defects and are of sound quality for the shorter duration of:

- (a) six (6) months; or
- (b) the duration of the applicable factory warranty of the Goods.

For the sake of completeness, in respect of Goods or components of Goods that are not manufactured by IMBEMA a warranty is only given in so far as the manufacturer of the Good or component in question has issued a warranty to IMBEMA. IMBEMA's warranty is equal to the warranty issued by the manufacturer to IMBEMA. IMBEMA will send the applicable manufacturer's warranty conditions to the Customer at the request of the Customer.

- 12.2. IMBEMA does not provide any other express or implicit warranties apart from the warranty referred to in article 12.1. In particular, IMBEMA does not issue any warranties with respect to the marketability of the Goods or the suitability of the Goods or Services for any purpose.
- 12.3. The warranty referred to in article 12.1 does not relate to defects or breakdowns that are the consequence, directly or indirectly, in whole or in part, of wear and tear, careless use or careless installation or any other

inexpert conduct by or on behalf of the Customer, its employees or third parties engaged by the Customer.

- 12.4. The warranty referred to in article 12.1 lapses if:
 - (a) the Customer failed to comply with the instructions imposed by IMBEMA or its supplier, or failed to carry out the prescribed maintenance;
 - (b) changes were made to the Goods or the Services without IMBEMA's express approval. Changes to the Goods or Services include, but are not limited to, additions, replacements, changes to the configuration delivered by IMBEMA; or
 - (c) the Goods or Services are not used for their normal intended purpose.
- 12.5. In the event IMBEMA considers that the claim under the warranty is well-founded, IMBEMA will be free to repair or replace the Good in question or to compensate the Customer in a different way. IMBEMA will inform the Customer thereof as soon as reasonably possible. The degree to which and the manner in which repair and/or replacement will take place is entirely at IMBEMA's discretion. The wages, costs and losses incurred by the Customer that arise from the replacement of the defective Good or the defective part of the Good are not covered by the warranty provisions.
- 12.6. Warranty claims must be reported to IMBEMA in writing within at most fourteen (14) calendar days after a defect was discovered or could reasonably have been discovered. The Customer's right to invoke the warranty/warranties issued by IMBEMA lapses after this term has ended.

13. Retention of title

- 13.1. All Goods delivered remain the property of IMBEMA until the Customer has paid to IMBEMA all amounts the Customer owes to IMBEMA in full, including interest and other costs and including all amounts due to IMBEMA as a result of the Customer's failure to comply with its contractual obligations, even if it was agreed contractually that the Goods will be installed, assembled, fitted, processed or incorporated at the Customer's location and irrespective of whether they are installed, assembled, fitted, processed or incorporated by or on behalf of the Customer.
- 13.2. The Customer has the right to dispose of the Goods in the normal course of its business operations. The Customer will inform the acquiring third party of the retention of title in respect of the Goods for the benefit of IMBEMA.
- 13.3. As long as the Goods are not used, the Customer will be obliged to keep the Goods clearly separated from other goods until ownership has been transferred to it.

14. Liability

- 14.1. IMBEMA is not liable for any damages resulting from non-performance, late performance or improper



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- performance of the Agreement or related to the Agreement, or claims otherwise arising from the law, unless and in so far as the Customer is able to demonstrate that there is intent or gross negligence on the part of IMBEMA or in the event liability cannot be limited or excluded on the basis of the applicable laws and regulations.
- 14.2. If IMBEMA is liable, it will only be obliged, with due observance of the other paragraphs of this article, to compensate the Customer's damages up to the amount that is paid out by IMBEMA's insurer. If there is no insurance, it does not provide cover or the insurer does not pay out for other reasons, IMBEMA's overall liability will be limited to the invoice amount of the Goods or Services delivered (exclusive of VAT and other taxes and levies).
- 14.3. IMBEMA is never liable for indirect damages. Indirect damages comprise, but are not limited to, consequential damages, losses due to delays, lost profits or revenue, lost savings, losses resulting from business interruption, loss of goodwill, reputation or opportunities, any other trading losses and immaterial damages.
- 14.4. IMBEMA is not liable for damages if the Customer does not hold it liable for the damages in writing within eight (8) calendar days after it became aware or is deemed to have become aware of the cause of the damages and offers it the opportunity to investigate the cause of the damages.
- 14.5. IMBEMA is not liable if the Customer allows third parties to carry out actions or operations using Goods or Services provided by IMBEMA, without having been expressly authorised to do so in writing by IMBEMA.
- 14.6. IMBEMA is not liable for losses if the Goods or Services are sold or otherwise delivered to third parties or if the Goods or Services are used by third parties.
- 14.7. IMBEMA is never liable for damages and/or penalties resulting from the export of the Goods or Services by or on behalf of the Customer or third parties. IMBEMA is not liable in particular if the Goods or Services fail to comply with the statutory and other standards of the country to which the Goods or Services are exported.
- 14.8. The Customer will indemnify against and hold IMBEMA harmless from all damages and costs incurred by third parties, which for any reason whatsoever claim to incur or have incurred damages as a result of or caused by the Goods, Services or the performance of the Agreement, unless IMBEMA is liable for such damages incurred by a third party pursuant to the Agreement or these General Conditions. The Customer will furthermore indemnify IMBEMA against all costs and damages IMBEMA incurred as a result of claims from third parties against IMBEMA if the liability for these damages is excluded on the part of IMBEMA towards the Customer in these General Conditions or the Agreement.
- 14.9. The Customer is fully liable for compliance with statutory and other regulations issued by competent authorities when using or consuming the Goods.
- 15. The Customer's obligations**
- 15.1. In case of resale, the Customer will be obliged to sell and deliver the Goods in the original, undamaged packaging, unless and insofar as IMBEMA's written approval has been obtained or otherwise arises from the Agreement.
- 15.2. The Customer commits that it will not sell, deliver or otherwise make the Goods available to third parties in respect of which it knows or could suspect that these do not comply or will not comply with the provisions of the Agreement or these General Conditions, or in respect of which IMBEMA has indicated that this is not allowed.
- 15.3. Unless agreed otherwise in writing, the Customer is not allowed to supply the Services onward or make them available to third parties.
- 15.4. The Customer will comply with all laws, ordinances, statutes, rules, regulations, codes or similar governmental requirements applicable to Customer, the use of the Goods and the Services, and the sale, resale, or otherwise making available of the Goods and, if allowed, the Services to third parties. As part of this obligation Customer will adhere to all applicable import and export laws of the member states of the European Union, the United States, the United Kingdom and any other relevant jurisdiction. If an export license, import license or other government approval is required for the export or import, the Customer will only export or import the Goods and Services after obtaining the required license or approval. Further, the Customer will not violate any applicable export control legislation and any resulting restrictions thereunder. At IMBEMA's first request, the Customer shall provide IMBEMA without delay with all reasonably requested information to demonstrate that the Customer has complied with the foregoing.
- 15.5. The Customer commits that it will take out and maintain adequate insurance for its own account against professional and business liability and all other risks that arise from the conduct of its business, including the risk of product liability. IMBEMA is not liable for loss or damage covered by the Customer's insurance or that is customarily covered by an insurance.
- 15.6. When reselling the Goods or Services to third parties, the Customer is obliged to arrange that such sale is always subject to the provisions of articles 13, 14, 15 and 16 and refer to these General Conditions and oblige its customers(s) to include the same clauses in its agreements with third parties. If the Customer fails to comply with this obligation, it will be liable for all

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costs and damages IMBEMA incurs or will incur as a result thereof.

- 15.7. In case of a failure to comply with any obligation on the basis of this article, the Customer will have to pay a penalty of €5,000 per breach per day. This penalty is without prejudice to all other contractual and other rights on the part of IMBEMA, including the right to compensation for damages or the right to terminate the Agreement.

16. Third-party clause

- 16.1. All provisions that limit or exclude IMBEMA's liability or that are intended to indemnify IMBEMA against claims from third parties, are also included for the benefit of IMBEMA's group companies, the personnel and board of IMBEMA and its group companies, IMBEMA's suppliers, and any other third parties engaged by IMBEMA in the performance of the Agreement and their personnel. This is a third-party clause as referred to in Articles 6:253-6:256 of the Dutch Civil Code ("*Burgerlijk Wetboek*").

17. Suspension, dissolution and termination

- 17.1. If the Customer fails to comply with an obligation or fails to do so on time, IMBEMA will have the right to suspend its obligations under the Agreement and all other agreements concluded with the Customer, without prejudice to its other powers pursuant to the law, the Agreement or these General Conditions.
- 17.2. IMBEMA will have the right to terminate the Agreement with immediate effect by means of a written statement, without requiring a notice of default and without a compensation being due by IMBEMA, in the following cases:
- If the Customer remains in default of payment for a period of fourteen (14) calendar days.
 - If the Customer fails to comply with a material obligation under the Agreement.
 - If the Customer fails to comply with an obligation under the Agreement, and the Customer has not complied with this obligation within a period of fourteen (14) calendar days after it was notified thereof in writing.
 - If the Customer has applied for or has been granted a suspension of payment or has been declared bankrupt.
 - In the event the Customer's business is ceased or liquidated.
- 17.3. In the event IMBEMA exercises its rights as referred to in article 17.2, this will be without prejudice to IMBEMA's right to full compensation for costs, damages, interest and lost profits and without prejudice to all other rights of IMBEMA pursuant to the law, the Agreement or these General Conditions.
- 17.4. IMBEMA also has the right to terminate the Agreement with immediate effect by means of a written statement

notice, without requiring a notice of default and without a compensation being due by IMBEMA if IMBEMA considers that the Customer is less creditworthy and the Customer has not demonstrated or has not demonstrated sufficiently that it is creditworthy following a request from IMBEMA.

- 17.5. In the event IMBEMA terminates the Agreement on the basis of the provisions of this article 17, the Customer will be obliged to pay at least 10% of the agreed price as an advance in respect of the damages incurred and to be incurred by IMBEMA, without IMBEMA being obliged to demonstrate that these damages have or will be incurred and without prejudice to IMBEMA's right to recover the actual damage from the Customer.

18. Force majeure

- 18.1. A party is not required to comply with its obligations under the Agreement, including any warranty obligation agreed between the parties, if that party is prevented from complying with that obligation as a result of force majeure. Force majeure applies if the cause of the failure to comply or late compliance is beyond the reasonable control of the party that invokes force majeure.
- 18.2. In case of force majeure, the performance of the Agreement or the relevant part of the Agreement may be suspended without the suspending party being obliged to pay any compensation for damages.
- 18.3. In case of force majeure, the party affected by force majeure will inform the other party thereof as soon as possible.
- 18.4. If a suspension has lasted three months or as soon as it is established that it will last at least three months, either party will have the right to terminate all or part of the Agreement in writing and with immediate effect, without the parties being obliged to pay any compensation in this connection.
- 18.5. Force majeure on the part of IMBEMA includes in any event one of the circumstances listed below that obstructs the delivery of the Goods or Services:
- floods, earthquakes, storms, lightning and other natural disasters and emergencies;
 - war, the threat of war and/or any other form of armed conflict or the threat thereof;
 - strikes, forced business closure, insurrection and any other form of interference and/or obstruction caused by third parties at IMBEMA;
 - loss of or damage caused to the Goods during transport;
 - illness of one or more employees who are difficult to replace;
 - epidemics and pandemics and their consequences;
 - legislative or administrative measures imposed by the government as a result of which deliveries are obstructed, including import and export bans;



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- (h) a prohibition of or obstruction in the delivery to IMBEMA imposed by organisations, institutions, groups or contractual forms of cooperation with which IMBEMA is affiliated or of which it forms part;
- (i) defects or breakdowns in means of transportation, production equipment, energy services, or telecommunication and internet facilities used by IMBEMA;
- (j) fires or other accidents within IMBEMA's business;
- (k) stagnation in the supply of Goods, raw materials and/or energy;
- (l) non-delivery or late delivery to IMBEMA by suppliers or any other failure by suppliers of IMBEMA to comply with their obligations or failing to do so on time, including the occurrence of the circumstances referred to under (a) - (k) at one of its suppliers; and
- (m) all other events that are beyond the control of IMBEMA.

18.6. Force majeure on the part of the Customer expressly does not include inability to pay.

19. Confidentiality

- 19.1. The Customer will keep confidential all information and data that come to its attention during the performance of the Agreement, including business information, customer information, purchase and sales information, (3D) drawings, step files, models, designs, diagrams, documents, software and other materials. The Customer furthermore commits that it will not disclose such information and data to third parties without written approval other than as necessary for the performance of the Agreement. This duty of confidentiality applies for the duration of the Agreement and for the period of five (5) years thereafter.
- 19.2. The Customer will oblige its subordinates, subcontractors and other third parties it engages in the performance of the Agreement to comply with a similar duty of confidentiality as set out in article 19.1.
- 19.3. If the Customer, its employee(s), a subcontractor or another third party engaged by the Customer acts contrary to the provisions of this article 19, the Customer will forfeit an immediately due and payable penalty of €100,000 per event. This will not affect IMBEMA's right to compensation of the damage actually incurred and will not affect any of IMBEMA's other rights.
- 19.4. The following will not constitute as a breach of the duty of confidentiality:
 - (a) information that at the time of disclosure is in the public domain or which originates from external sources other than as a result of the breach of a duty of confidentiality; and

- (b) information provided on the basis of a statutory obligation or on the basis of a request of an administrative or judicial authority or a supervisory authority.

20. The General Data Protection Regulation

- 20.1. The parties will comply with all relevant obligations under the applicable laws and regulations in the area of data protection, in particular the General Data Protection Regulation and the relevant national implementation thereof in the member states of the European Union, which apply to the Agreement.
- 20.2. In so far as IMBEMA processes personal data of or on behalf of the Customer within the context of the Agreement as 'processor' within the meaning of Article 4(8) of the General Data Protection Regulation on behalf of the Customer as 'controller' within the meaning of Article 4(7) of the General Data Protection Regulation, the parties will conclude a data processing agreement on the basis of a data processing agreement proposed by IMBEMA for the purpose of processing such personal data.
- 20.3. In the event IMBEMA acts as processor of the Customer's personal data, it will only be liable for any loss or damages in the event IMBEMA failed to act in accordance with the applicable laws and regulations in the area of the protection of personal data, including the General Data Protection Regulation and the relevant national implementation thereof in the member states of the European Union, or if it acted beyond or contrary to the lawful instructions of the Customer. In the event IMBEMA acts as processor of the Customer's personal data it will not be liable if the circumstance that caused the loss or damage is not attributable to it or a third party engaged by it or if it was agreed otherwise that IMBEMA and the third party engaged by it are not liable.
- 20.4. The limitation of liability included in article 14 also applies to any liability on the part of IMBEMA in connection with the processing of personal data.
- 20.5. Without prejudice to article 20.3 and 20.4, the Customer indemnifies IMBEMA against all claims, demands, costs, including but not limited to legal expenses, damage and losses that arise from a failure on the part of the Customer to comply with its obligations under this article.

21. Applicable law and disputes

- 21.1. All Agreements to which these General Conditions apply are governed by Dutch law. The applicability of the conflict of laws rules and the Vienna Sales Convention is expressly excluded.
- 21.2. All disputes between the parties will in the first instance be submitted to the District Court in Noord-Holland, location Haarlem, without prejudice to IMBEMA's right to take legal action against the



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Customer before the competent court where the
Customer has its place of business.

22. Other conditions

- 22.1. In the event an article of the General Conditions is void or otherwise non-binding, such will not have consequences for the validity of the other provisions of these General Conditions.
- 22.2. In case of a difference between the different language versions of these General Conditions, the Dutch version will prevail.
- 22.3. IMBEMA has the right to change these General Conditions without prior notification. Unless agreed otherwise, all Agreements already entered into shall be governed by the articles in force on the date on which the relevant Agreement is concluded.
- 22.4. IMBEMA has the right to transfer the Agreement and its rights and obligations under the Agreement to another entity of the IMBEMA group or a third party.
- 22.5. The Customer does not have the right to transfer the Agreement or its rights and obligations under the Agreement without an express written permission of IMBEMA. This article excludes the transferability of the Agreement and the rights and obligations under the Agreement by the Customer within the meaning of Article 3:83 paragraph 2 Dutch Civil Code ("*Burgerlijk Wetboek*").

23. Entry into force

- 23.1. These General Conditions enter into effect on 1 April 2022 and the Dutch version of these General Conditions that is leading has been filed with the Dutch Chamber of Commerce ("*Kamer van Koophandel*").