

General terms and conditions of sale and delivery of the private limited liability company SST Benelux B.V.

Filed on February 5, 2015, at the registry of the (District) Court of East Brabant

1 | General

In these general terms and conditions of sale and delivery, hereinafter referred to as "general terms and conditions," the following terms shall have the following meanings:

Contractor Client	the private limited liability company SST Benelux B.V., with its registered office at Ambachtweg 12, 5731 AG Mierlo, the Netherlands, being the user of these general terms and conditions;
Parties Order confirmation	any legal entity, partnership, association, or natural person who enters into an agreement with the Contractor or has instructed the Contractor to provide services and/or products and/or perform work; the Contractor and the Client jointly, each individually referred to as a "party"
Agreement	the representation of agreements, terms and conditions of the order placed for the delivery of products and/or services and/or the performance of work, whether or not confirmed in writing by the Contractor to the Client by post or digitally;
Product	all agreements and provisions, whether written or unwritten, relating to an order placed by the Client with the Contractor for the delivery of products and/or services and/or the performance of work;
Services	all materials and items delivered by the Contractor and – if agreed – the related maintenance; all services commissioned by the Client or performed by the Contractor on other grounds or which should be performed. The foregoing applies in the broadest sense of the word and includes in any case the work as specified in the order confirmation;
Work	all work commissioned by the Client or performed by the Contractor on other grounds or which should be performed. The foregoing applies in the broadest sense of the word and includes in any case the work as specified in the order confirmation;

2 | Offer and agreement

- 2.1** These general terms and conditions apply to all offers, quotations, orders made by the Contractor and to all agreements entered into by the Contractor within the framework of the delivery of products and/or services or the performance of the work. The Client accepts the applicability of these general terms and conditions by the mere fact of placing an order, even if the Client has failed to expressly confirm the applicability of the general terms and conditions provided or made available. As soon as the Contractor has commenced the execution of the order placed by the Client, the Client shall be deemed to have accepted the applicability of the aforementioned general terms and conditions.
- 2.2** The general terms and conditions of the Client shall only apply to the agreement entered into with the Contractor insofar as they do not conflict with the present terms and conditions and have been expressly accepted in writing by the Contractor.

expressly accepted in writing. In case of doubt as to whether such a conflict exists, the general terms and conditions of the Contractor shall prevail. Amendments and/or additions to the general terms and conditions shall be confirmed to the Client in writing.

- 2.3** Provisions deviating from these general terms and conditions, in the sense of amendments and/or additions to the general terms and conditions, shall only be effective insofar as they have been confirmed in writing by the Contractor. Any deviations from these general terms and conditions, applied or tolerated by the Contractor at any time for the benefit of a Client, shall never entitle the latter to invoke them at a later date or to claim the application of such a deviation as established.
- 2.4** The annulment or invalidity of any provision of these general terms and conditions shall not affect the validity of the other provisions of these general terms and conditions. In the event of annulment or invalidity of any provision of these general terms and conditions, the provision that most closely corresponds to the invalid provision in terms of its purpose shall be deemed valid.
- 2.5** The general terms and conditions also apply to agreements between the Client and a third party affiliated with the Contractor and engaged by the Contractor with the Client's consent to perform an assignment. If and insofar as the aforementioned third party has its own general terms and conditions, the Contractor's general terms and conditions will remain fully applicable to the Client.
- 2.6** These general terms and conditions shall remain in force even after the termination or dissolution of the entire agreement or part thereof.

3 | The agreement: commencement / duration / quotations and offers

- 3.1** Without prejudice to the provisions of paragraph 2 of this article, the agreement shall only be concluded and shall only commence at the moment that the Contractor has declared its agreement with the assignment in writing to the Client and this has been confirmed in writing to the Contractor, whether or not by means of an order confirmation or authorization, and the Client has agreed to the general terms and conditions of the Contractor.
- 3.2** The agreement is entered into for an indefinite period unless the nature or scope of the assignment indicates that it has been entered into for a definite period.
- 3.3** Any amendment and/or addition to an agreement shall only be valid if expressly confirmed in writing by the Contractor. Requests for amendments must be notified to the Contractor in writing in good time.

4 | Execution

- 4.1** The Contractor determines the manner in which the assignment is carried out.
- 4.2** The period within which the assignment must be carried out is a target period, unless it has been expressly agreed that it is a strict deadline or if the nature of the period implies that it is a strict deadline. The term shall commence only when the Contractor has received all relevant documents from the Client and, if applicable, the Client has paid an advance to the Contractor and, if necessary, the Contractor's credit institution has given a positive assessment.
- 4.3** The Contractor has the right to have certain work and/or services performed by third parties with whom the Contractor cooperates on a structural basis, without notifying the Client. Outsourcing of work

to parties other than the aforementioned third parties may only take place with the consent of the Client, except in cases where the assignment to the other party must be deemed to fall within the normal scope of the Contractor's duties.

- 4.4** The Contractor shall perform the assignment to the best of its ability in accordance with the applicable rules of conduct and professional practice.
- 4.5** Unless expressly agreed otherwise, specifications and particulars relating to dimensions, capacities, performance or results in illustrations, drawings, catalogs, price lists, advertising material or on websites, etc. are only approximations that are not binding on the Contractor.
- 4.6** The Contractor may only perform more work and/or services than stated in the agreement and/or order confirmation after the Client has given instructions to do so, except in cases where such work and/or services arise from a duty of care on the part of the Contractor.
- 4.7** If, during the assignment, work is performed and/or services are provided for the Client that are not covered by the work and/or services included in the agreement and/or order confirmation, it will be assumed from the relevant notes in the Contractor's records or from the performance of the work and/or services by the Contractor shall be deemed to have been performed or provided on the basis of an incidental assignment from the Client.
- 4.8** The Client is obliged to make all matters, data, and documents that the Contractor deems necessary for the proper execution of the assignment available to the Contractor in a timely manner, in the desired form, and in the desired manner. The Client is obliged to immediately notify the Contractor of any changes to these matters and/or data.
- 4.9** The Contractor is entitled to suspend the performance of the assignment until the Client has fulfilled the obligation referred to in the previous paragraph.
- 4.10** The Client is responsible for the accuracy and completeness of the items, data, and documents provided to the Contractor. The Client indemnifies the Contractor against all possible claims and/or liabilities arising from incorrect or incomplete items, data, and documents provided to the Contractor.
- 4.11** If and insofar as the Client so requests, the items and/or documents made available by it to the Contractor will be returned to it, subject to the provisions of Article 13 (suspension) of these general terms and conditions.
- 4.12** The Client is obliged to insure and keep insured in advance the work and/or services performed by the Contractor in the context of an assignment under its (continuous) CAR insurance and/or other type of insurance.
- 4.13** If the work to be performed and/or services to be provided under the agreement are laid down in specifications drawn up by the Contractor or in specifications provided by the Contractor, program of requirements and/or the agreement or order confirmation, the Client shall be obliged to warn the Contractor of any contradictions, inaccuracies, and errors in the specifications and/or program of requirements and/or agreement or order confirmation that come to its attention. Furthermore, the Client has a duty to warn the Contractor of any contradictions, inaccuracies, and errors in the instructions and approvals provided by the Contractor to the Client that the Client should have noticed.

- 4.14** The Client shall ensure at its own expense and risk that:
- A. access to the location where the product is to be delivered and/or the services and/or work are to be performed is suitable for the necessary transport;
 - B. the location(s) designated by the Client is suitable for the delivery of the product and/or the provision of the services and/or the performance of the work.
- 4.15** The Client is obliged to indicate in writing in good time what relevant information and/or data it requires from the Contractor with regard to the performance of the agreement. If the Client fails to comply with the provisions of this paragraph, it will not be entitled to invoke any claim and/or defense based on the Contractor's breach of its duty to provide information.
- 4.16** Before commencing the work and/or delivering the products and/or services to be performed under the agreement, the Client must inform the Contractor of all relevant facts and circumstances on the site and/or in the buildings where the work and/or products and/or services are to be performed, including the location of cables and pipes. The Client must take all measures, including relocating cables and pipes, necessary to enable the work to be performed and/or the products and/or services to be delivered without disruption.
- 4.17** Damage and costs incurred by the Contractor as a result of the Client's failure to fulfill its obligations under this article, or its failure to do so in a timely manner, shall be borne by the Client. Costs also include waiting hours incurred by the Contractor as a result of circumstances caused by the Client or third parties. These will be charged to the Client.
- 4.18** The Client is obliged to keep the items belonging to the Contractor, such as but not limited to the materials in which the product is packaged, in its possession with due care and to use them as a good family man would.
- 4.19** If requested by the Contractor, the Client shall be obliged to provide the Contractor with proof of good conduct of the employees and personnel to be deployed by the Client for the Contractor in the context of the assignment.
- 4.20** The Client is obliged towards the Contractor to ensure compliance with all regulations arising from European and national regulations applicable to the goods in terms of safety, health, and the environment (regulations regarding CE markings).

5 | Complaints

- 5.1** Any complaint regarding the services provided, products delivered, and/or work performed must be submitted in writing within 10 (ten) days of discovering the defect in the delivered performance, if the Client demonstrates that it could not reasonably have discovered the defect earlier, failing which the Client will no longer be able to invoke the defect in the performance delivered by the Contractor.
- 5.2** Complaints about an invoice issued by the Contractor to the Client must be submitted in writing within 7 (seven) days of the invoice date.
- 5.3** A complaint as referred to under a or b of this article does not suspend the Client's payment obligation.
- 5.4** If the complaint is not submitted in time, all rights of the Client in connection with the complaint shall lapse.

6 | Force majeure

- 6.1 If the Contractor is unable to fulfill its obligations under the agreement with the Client, or is unable to do so in a timely or proper manner, due to a cause that cannot be attributed to the Contractor, including but not limited to stagnation in the normal course of business within the Contractor's or the Client's company, the Contractor shall notify the Client thereof with due diligence. The Contractor shall then be entitled to suspend those obligations until such time as the Contractor is able to fulfill them in the agreed manner, without the Client being entitled to claim performance and/or compensation.
- 6.2 In the event of force majeure, the Client and the Contractor shall be entitled to terminate the agreement in whole or in part with immediate effect if it appears that performance within the term or within a reasonable period after the intended delivery date is not possible. If the agreement ends before the assignment has been completed, the Client shall be obliged to reimburse the Contractor for the costs incurred by the Contractor in connection with the assignment up to that point.
- 6.3 Termination in this context must be notified to the other party by registered letter.

7 | Delivery (term), transport, and packaging

- 7.1 All work to be performed and deliveries to be made in connection with the performance of the agreement shall be carried out in the manner specified in the order confirmation or agreement.
- 7.2 As stated in Article 4, paragraph 2, the (delivery) deadlines set in the context of the assignment are indicative deadlines and are based on the circumstances prevailing at the time of conclusion of the agreement and are binding on the Client. If a delay arises as a result of a change in the aforementioned circumstances or because products ordered by the Client in good time for the performance of the agreement are not delivered to the Contractor in good time, the Client shall be fully liable for any damage suffered by the Contractor as a result. In such a situation, the Contractor shall always be entitled to terminate the agreement without being obliged to pay the Client any compensation.
- 7.3 The risk of loss, destruction, or damage to products remains with the Client until the goods have been delivered to the Contractor and signed for by an authorized or empowered employee of the Contractor.

8 | Assembly, installation, and/or commissioning

- 8.1 If the Contractor delivers goods, it shall only be responsible for the assembly, installation, and/or commissioning thereof if and insofar as this has been expressly agreed.
- 8.2 If and insofar as the Contractor is responsible for assembly, installation, and commissioning, the following applies:
 - A. The Client shall provide all cooperation necessary to enable the Contractor to carry out the assembly, installation, and/or commissioning in a timely and proper manner. The Client shall in any case ensure in good time: good and safe access to the workplace, if necessary also outside the Client's normal working hours; the presence of permits, insofar as required for the performance of the work; a place for unloading as well as sufficient storage space, covered and lockable if necessary lockable; the necessary energy, water, fire extinguishers, lubricants and, unless otherwise agreed, the necessary ladders, scaffolding and other auxiliary materials to be designated by the Contractor.

- B. The Client shall ensure that all work on which the Contractor is to build upon during assembly, installation and/or commissioning and which have not been agreed to be carried out by the Contractor—for example, all dismantling, electrical, and plumbing work, groundwork, masonry, foundation, carpentry, and painting work, as well as all other work of a structural nature—is carried out in a timely and proper manner. The Client shall consult regularly with the Contractor and provide it with all information necessary for the proper coordination of the mutual activities.
- C. The Client shall cooperate fully in ensuring and maintaining safety at the workplace, taking into account the relevant legal and company regulations. In particular, the Client shall ensure that fire safety measures are in place.

9 | Price and Price Adjustment

- 9.1** All prices agreed and communicated between the parties in the context of an assignment are fixed and binding and exclude any sales tax due on them, as well as any customary levies.
- 9.2** If services and/or work are performed on a cost basis, the further conditions regarding the price of those services and/or work will be laid down in the agreement or order confirmation.
- 9.3** If, during the period between the date of the quotation/offer or agreement or order confirmation and the date of delivery, the cost prices increase or, in the event of instalments, the cost prices increase during those instalments, the Contractor shall be entitled to increase the price charged to the Client accordingly.
- 9.4** Currency differences between the time of ordering and delivery shall not affect the price.
- 9.5** All prices charged by the Contractor are in euros, unless expressly agreed otherwise in writing between the parties.

10 | Payments and security

- 10.1** Payment by the Client of the invoice amount must be made within 30 (thirty) days, unless a different payment term has been expressly agreed in the order confirmation or agreement, after the invoice date by transfer to a bank account designated by the Contractor, without any right to deduction, discount, set-off, or suspension.
- 10.2** Payments made by the Client shall always be used first to settle all interest and collection costs owed and secondly to settle the longest outstanding invoices, even if the Client states that the payment relates to a later invoice.
- 10.3** If the Client has not paid within the aforementioned period, it shall be in default by operation of law and the Contractor shall be entitled, without further notice or notice of default, entitled to charge the Client compensation for loss of interest equal to the statutory interest rate, with a minimum of 2% per month, whereby interest on part of a month will be calculated as a full month, until the date of full payment, without prejudice to any further rights of the Contractor.
- 10.4** If the Client remains in default of payment of any invoice amount, the Client shall be obliged to reimburse all judicial and extrajudicial (collection) costs incurred by the Contractor. To determine the extrajudicial costs, the extrajudicial costs incurred by the Contractor shall be based on the extrajudicial costs charged by the Contractor or its subcontractors, with the minimum being the extrajudicial costs charged by the Contractor or its subcontractors for the extrajudicial collection of the amount in dispute.

Legal costs are governed by Article 6:96 et seq. of the Dutch Civil Code, the Extrajudicial Collection Costs Act, and the Extrajudicial Collection Costs Decree. In accordance with this, in the context of the agreement between the Contractor and the Client, who is NOT a consumer or natural person acting in the exercise of a profession or business, the extrajudicial costs in respect of that legal relationship are set at 15% of the claim against the Client, with a minimum of € 250.00 (in words: two hundred and fifty euros), if and insofar as this amount exceeds the compensation for extrajudicial costs in accordance with the scale of the Extrajudicial Collection Costs Act and the Extrajudicial Collection Costs Decree. The compensation for the costs incurred is not limited to any costs awarded by the court.

- 10.5** In the event of a joint assignment, the Clients shall be jointly and severally liable for payment of the invoice amount, insofar as the work has been performed for them jointly.
- 10.6** If, in the opinion of the Contractor, the financial position or payment history of the Client gives cause to do so, or if the Client fails to pay an advance or an invoice within the specified payment term, the Contractor is entitled to demand that the Client immediately (additional) security in a form to be determined by the Contractor. If the Client fails to provide the requested security, the Contractor shall be entitled, without prejudice to its other rights, to immediately suspend further performance of the agreement and all amounts owed by the Client to the Contractor for any reason whatsoever shall become immediately due and payable.
- 10.7** All payments by the Contractor to the Client shall be made, unless expressly agreed otherwise in writing between the parties, within sixty (60) days of the invoice date, without any right on the part of the Client to a discount, suspension, or set-off.
- 10.8** For the purpose of payments by the Client to the Contractor, the Client is obliged to send the Contractor a proper, itemized invoice. The invoice must contain all information required by the government. Non-itemized (partial) invoices and invoices without the required information will not be paid by the Contractor to the Client.
- 10.9** If the Contractor fails to fulfill its payment obligations or fails to do so properly, the Client shall grant it a reasonable period of time to still fulfill its payment obligations.
- 10.10** The Contractor is entitled to set off payments, interest, costs, and damages owed or to be owed by the Client to the Contractor against debts owed to the Client, unless prohibited by any statutory provision.

11 | Additional and less work

- 11.1** Work that can reasonably be regarded as part of the work to be performed under the agreement in order to deliver the work in accordance with the nature and purpose of the agreement and in accordance with the requirements for proper work shall not be considered additional work.
- 11.2** The provisions of both the agreement and the general terms and conditions apply to the additional work, including the agreed price (quotation) plus the additional costs.

12 | Inspection, testing, and delivery

- 12.1** The contractor and third parties engaged by it are at all times entitled to carry out inspections, tests, and checks during the performance of the services provided and/or work carried out, and to have these carried out.

13 | Warranty, quality, delivery, completion

- 13.1** The Contractor guarantees that the materials used by it in connection with the work are of good quality and at least meet the usual requirements of quality, safety, reliability, efficiency, and professionalism.
- 13.2** Guarantees given by the Contractor apply and extend to the extent that the goods are used, handled, and stored by the Client in accordance with the assembly, operating, and user instructions and warranty conditions provided by the Contractor. Guarantees are at all times limited to the replacement or repair of defective items, at the discretion of the Contractor. Any shipping costs shall be borne by the Client. The right to claim under the warranty shall lapse if the Contractor has not been given the opportunity to ascertain the defect, repair it, or if the Client has repaired the defect itself or had it repaired without the prior consent of the Contractor. Defects that are the direct or indirect result of normal wear and tear and/or incomplete maintenance are not covered by the warranty.
- 13.3** The Client further guarantees the Contractor that the materials to be provided by it for the work to be performed are complete and ready for use. The Client further guarantees the safety of the employees performing the work.
- 13.4** The Contractor guarantees that it and its personnel have sufficient expertise and professionalism, as well as sufficient up-to-date knowledge of the professional techniques, to perform the agreement in a high-quality manner for the duration of the agreement.
- 13.5** The Contractor guarantees that the work will be carried out in compliance with all relevant legal provisions and requirements, including, but not limited to, other working conditions, quality, safety, environment, and health.
- 13.6** The Contractor guarantees that it and its personnel will strictly comply with the company rules and regulations established and imposed by the Contractor or its Clients.
- 13.7** The Contractor guarantees that the disposal of industrial waste released during the performance of the work will be carried out in accordance with the statutory regulations. The disposal of this industrial waste is entirely at the expense and risk of the Client. The Client must provide the Contractor with a written waste stream registration for this purpose.
- 13.8** After delivery of the goods or after the Contractor has notified the Client that it has completed the agreed work, the Client must check the goods and/or work as soon as possible to ensure that they are complete and in good condition. In this regard, the provisions of Article 5 shall apply.

14 | Right of suspension

- 14.1** The Contractor is entitled to suspend the fulfillment of all its obligations, including the delivery of documents or other items to the Client or third parties, until all claims against the Client have been paid in full.
- 14.2** The Contractor shall not be liable for any damage suffered by the Client as a result of the delayed completion of work caused by the suspension.

15 | Termination

- 15.1** Without prejudice to any other rights and provisions elsewhere in the terms and conditions and without prejudice to the right to compensation, the Contractor may terminate the agreement without judicial intervention by means of a written extrajudicial declaration:
- if the Client is in default of its payment obligations;
 - the Client applies for a moratorium on payments;
 - the Client is declared bankrupt;
 - the Client is declared subject to the Debt Rescheduling (Natural Persons) Act (WSNP);
 - the Client loses full or partial control over its assets or income;
 - a substantial part of the Client's assets or capital is seized and this seizure is not lifted within a reasonable period of time;
 - if the Client sells or liquidates its business;
 - if the Contractor's credit insurer withdraws or limits the credit limit granted to the Client.
- 15.2** The Contractor shall not be entitled to terminate the agreement if the Client's failure, given its special nature or minor significance, does not justify termination with its consequences.

16 | Retention of title

- 16.1** If and insofar as the Contractor delivers products to the Client, it retains ownership of all products delivered or yet to be delivered to the Client until the purchase price for all these products has been paid in full. The retention of title also applies to all obligations arising from this agreement that the Contractor may acquire against the Client.
- 16.2** As long as the ownership of a delivered product has not been transferred to the Client, the Client is not permitted to transfer ownership of the delivered product to third parties, to pledge it or otherwise encumber it, to dispose of it or to allow it to be used, under any title whatsoever, unless otherwise agreed in writing.
- 16.3** The Client is obliged to store the product delivered under retention of title with due care and as recognizable property of the Contractor.
- 16.4** If the Client fails to fulfill its payment obligations towards the Contractor or gives the Contractor good reason to fear that it will fail to fulfill these obligations, as well as in cases referred to in Article 15 (Termination), the Contractor is entitled to take back the product delivered under retention of title. The Client hereby grants the Contractor permission to take possession of the product and to enter the premises where the product is located and those that provide access thereto.

- 16.5** The Client is obliged to immediately notify the Contractor in writing of the fact that third parties are asserting rights to the product subject to the Contractor's retention of title.

17 | Penalties

- 17.1** The Client accepts as its own all penalties imposed on the Contractor by its customer in connection with an attributable shortcoming or unlawful act relating to an agreement concluded between the Contractor and a third-party customer, insofar as the work and/or services to be performed by the Contractor for the Client are subcontracted by the Contractor to the third-party customer, insofar as the work and/or services to be performed by the Contractor for the Client are subcontracted by the Contractor to the third-party customer, insofar as the work and/or services to be performed by the Contractor for the Client are subcontracted by the Contractor to the third-party customer, insofar as the work and/or services to be provided by the Contractor to the Client are subcontracted, insofar as there is a attributable shortcoming or unlawful act on the part of the Client.

18 | Liability

- 18.1** The Client shall be liable to the Contractor for all direct and indirect damage and costs caused by or directly related to a failure by the Client to perform the agreement.
- 18.2** The Client shall at all times be liable for the direct and indirect consequences of late delivery, as well as for all damage resulting therefrom for the Contractor.
- 18.3** If and insofar as the Client itself supplies materials in the context of an assignment to be performed by the Contractor, the Client is obliged to replace any defective product supplied by it free of charge within a period of three days, without being liable to the Contractor for any damage, unless the Contractor is liable to its customer for damage as a result.
- 18.4** The Client is liable for damage caused by its personnel or by employees, contractors, suppliers, or third parties engaged by the Client.
- 18.5** Any liability for damage resulting from errors or omissions committed in the performance of services and work by the Contractor, its subordinates, and/or third parties engaged by the Contractor as referred to in Article 5 is limited to the amount paid out in the relevant case by the Contractor's professional liability insurer.
- 18.6** If, in the event of a claim, the aforementioned third party is wholly or partly liable for the damage and the third party's professional liability insurer covers the damage, the Client shall be obliged to recover the damage from the third party's professional liability insurer.
- 18.7** The Contractor shall never be liable for indirect damage, including stagnation in the normal course of business at the Client's premises, in any way related to or caused by an error in the performance of the work by the Contractor.
- 18.8** The Contractor shall at all times be entitled, if and insofar as possible, to undo the damage suffered by the Client. The Client shall at all times offer the Contractor the opportunity to remedy any defect in the performance.
- 18.9** The Contractor shall never be liable for damage to or destruction of goods and/or documents due to fire, theft, breakage, etc., or during transport or shipment, regardless of whether the transport or shipment is carried out by or on behalf of the Client, the Contractor, or third parties.

- 18.10** The Client indemnifies the Contractor against all claims from third parties that are directly or indirectly, immediately or indirectly related to the performance of the agreement.
- 18.11** The Contractor shall in no event be liable for damage resulting from intent or gross negligence on the part of employees subordinate to the Contractor, except in cases where mandatory provisions expressly exclude this.

19 | Intellectual/industrial property rights

- 19.1** The Contractor reserves all industrial/intellectual property rights to the specifications, agreements, advice, drawings, calculations, models, examples, brochures, computer programs, etc. used in connection with the agreement, as well as any derivatives thereof.
- 19.2** All specifications, agreements, etc. produced by the Client in the context of the performance of the agreement, as referred to in paragraph 1 above, shall become the property of the Contractor and must be sent to the Contractor at its first request. Unless expressly agreed otherwise in writing, all rights to goods and working methods developed by the Contractor in collaboration with or on behalf of the Client shall be vested exclusively in the Contractor.
- 19.3** The Client is expressly prohibited from reproducing, publishing, making available to third parties or otherwise allowing the use of these documents and/or items, unless with the express written consent of the Contractor.
- 19.4** The Client guarantees the Contractor that it is authorized to transfer the delivered goods and that the use of these goods does not infringe on the intellectual/industrial property rights of third parties. The Client indemnifies the Contractor against any claims from third parties based on infringement of industrial/intellectual property rights arising from the data made available by the Client, which are brought against the Contractor.

20 | Personnel clause

- 20.1** The Client is prohibited from approaching the Contractor's personnel to offer them employment, enter into an employment contract with them, or actually employ the Contractor's personnel. This provision applies for the duration of the agreement between the Contractor and the Client and for a period of one (1) year after its termination.
- 20.2** If the Client violates the provisions of paragraph 1, it shall owe the Contractor an immediately payable penalty of €100,000 (in words: one hundred thousand euros), which shall not be subject to reduction or set-off, without prejudice to the Contractor's right to claim further damages from the Client.

21 | Confidentiality

- 21.1** The Client undertakes towards the Contractor to maintain complete and unconditional confidentiality towards third parties, as well as a prohibition on disclosure, of all information provided by the Contractor relating to, but not limited to, specifications, drawings, models, constructions, diagrams, and/or other business information and know-how of the Contractor that has been provided to the Client in connection with or within the framework of the agreement or the performance thereof.

- 21.2** The Client further undertakes to maintain confidentiality with regard to everything that has come to its knowledge in the context of the performance of this agreement with regard to the Contractor, and which is not generally known, in particular the Client shall maintain confidentiality with regard to the content of the agreement to which these general terms and conditions apply, as well as with regard to the agreement between the Contractor and third-party customers, if and insofar as the Client is aware of this.
- 21.3** The obligations arising for the Client from this article shall continue to apply even after the agreement has been terminated.

22 | Permits

- 22.1** The Client is obliged to ensure that all permits and exemptions required in connection with the services to be provided and/or work to be performed on its behalf and by it have been granted.
- 22.2** The Client indemnifies the Contractor against claims from third parties arising from the absence of these permits and/or exemptions.
- 22.3** The permits must be presented by the Client at any time requested by the Contractor or a third party designated by the Contractor.

23 | Electronic communication, use of calculation program

- 23.1** The Client is obliged to ensure that all permits and exemptions required in connection with the services to be provided and/or work to be performed on its behalf and by it have been granted.
- 23.2** During the execution of the assignment, the Client and the Contractor may communicate with each other by electronic means at the Client's request.
- 23.3** The Contractor shall not be liable to the Client for any damage resulting from the use of electronic means of communication, including, but not limited to, damage resulting from non-delivery or delay in the delivery of electronic communications, interception or manipulation of electronic communications by third parties or by software/equipment used for sending, receiving or processing electronic communications, the transmission of viruses and the failure or malfunction of the telecommunications network or other means necessary for electronic communication, except insofar as the damage is the result of intent or gross negligence.
- 23.4** Both the Client and the Contractor shall do or refrain from doing everything that can reasonably be expected of each of them to prevent the occurrence of the aforementioned risks.
- 23.5** The data extracts from the sender's computer systems provide conclusive evidence of (the content of) the electronic communication sent by the sender until such time as evidence to the contrary is provided by the recipient.
- 23.6** The use by the Client of the Contractor's 'Calculation Program' is at all times at the risk of the Client or the user of the program on behalf of the Client. By logging in and/or using the Contractor's Calculation Program, the Client declares that it has taken note of these general terms and conditions, understands them, and accepts their applicability.

24 | Applicable law and choice of forum

- 24.1** These terms and conditions, all agreements to which these terms and conditions apply in whole or in part, or further agreements arising from such agreements, are governed by Dutch law.
- 24.2** These terms and conditions have been drawn up in Dutch. In the event of translation of the terms and conditions into another language, the Dutch version shall prevail and the terms used shall be read and understood in the context of the Dutch legal system.
- 24.3** All disputes arising from these terms and conditions or an agreement to which these terms and conditions apply, in whole or in part, or arising from further agreements resulting from such agreements, will in principle be settled by the competent court in the district of 's-Hertogenbosch.