

GENERAL TERMS AND CONDITIONS OF DELIVERY

of Dordtech Projects B.V. and Dordtech Maintenance B.V. and Dordtech Engineering B.V.

Artikel 1. Definitions

1.1. In these terms and conditions, the following definitions are used:

General: these general terms and conditions of Dordtech Projects B.V. Dordtech Engineering B.V. and Dordtech Maintenance B.V. in Dordrecht;

BW: the Dutch Civil Code;

Service(s): all services to be provided or provided by Dordtech for or to the Client, including consultancy and maintenance work;

Dordtech: Dordtech Projects B.V. and/or Dordtech Engineering B.V.;

Product(s): all products to be delivered or delivered by Dordtech for or to the Customer;

Customer: any natural or legal person who requests Dordtech to submit an offer and/or enters into an agreement with Dordtech;

Agreement(s): the agreement(s) entered into between the Client and Dordtech.

Artikel 2. Scope and Agreement

2.1. These Terms and Conditions apply to all quotations or offers made by Dordtech to the Customer, to all current and future Services and to Agreements between Dordtech and the Customer.

2.2. Dordtech is not bound by and hereby expressly rejects the general terms and conditions used by the Client.

2.3. In the event of a conflict between the Agreement entered into by Dordtech and the Client and these General Terms and Conditions, the provisions of the Agreement shall prevail.

2.4. Dordtech will execute the agreement to the best of its knowledge and ability.

Artikel 3. Quotations and offers

3.1. Quotations from Dordtech are non-binding and, unless otherwise agreed in writing, are valid for one month.

3.2. Negotiations conducted by Dordtech and quotations made are always based on information and data, in whatever form, provided by the Client. The Client guarantees that this information is correct.

3.3. An Agreement is only concluded by a written or electronic confirmation from Dordtech.

Artikel 4. Prices and rates

4.1. All prices communicated by Dordtech are in euros and exclusive of VAT, surcharges, other taxes, taxes and/or other levies that are (possibly) levied on the Products and/or Services and exclusive of travel expenses, accommodation costs and any other costs, unless otherwise agreed in writing.

4.2. Fees for third-party licenses or other services will be invoiced separately, unless otherwise agreed in writing.

4.3. If, after the date of conclusion of the Agreement, one or more cost price factors undergo an increase, Dordtech may increase the agreed price. Dordtech is also entitled to pass on a price change in the services of third parties to the Client on a one-to-one basis.

4.4. In any case, Dordtech is entitled to index the prices once per calendar year on 1 January on the basis of the indices of the Central Bureau of Statistics (CBS). Prices will not be changed if indexation results in lower prices than the last applicable one. Dordtech will announce the price change at least 30 calendar days in advance.

Artikel 5. Payment

5.1. Unless otherwise stipulated in the Agreement, Dordtech applies a payment term of 14 days for the payment of the invoices. If the Client allows this payment term to expire unused, Dordtech will send the Client a one-off payment reminder, which qualifies as a notice of default. In doing so, Dordtech will offer the Customer a new reasonable period of time to proceed with payment. This reasonable period is always 7 days. After the expiry of these 7 days, the Client is in default.

5.2. In the event of default, the Client shall immediately forfeit interest due and payable equal to 2.5% of the amount due and payable, for each month (or part thereof, which is equated to a whole month) that payment is not made, without prejudice to Dordtech's right to full compliance and/or compensation. This is an explicit deviation from the provisions of Article 6:92 of the Dutch Civil Code.

5.3. If the Client is in default with the payment of a due and payable amount, Dordtech will also be entitled to reimbursement of the extrajudicial collection costs. These costs are set at an amount equal to 15% of the amount due and payable and with a minimum of EUR 350,-. This deviates from the provisions of Section 6:96(4) of the Dutch Civil Code and the Decree on Compensation for Extrajudicial Collection Costs. In the event of legal proceedings and/or other legal measures, the Client is also obliged to reimburse Dordtech's (lawyer's) costs.

5.4. Dordtech is at all times entitled to require Customer to make advance payments or to provide sufficient security.

5.5. The Client is never entitled to suspend, reduce or set off its obligations towards Dordtech pursuant to or in connection with the Agreement, unless Dordtech is declared bankrupt.

Artikel 6. Obligations of the Client

6.1. The delivery of Products and/or Services takes place at the agreed place and manner as stipulated in the Agreement.

6.2. Customer shall provide all required consents, approvals, licenses, and permits from competent authorities, including the payment thereof.

6.3. The Client shall arrange Dordtech's access to public and private premises and the Client's premises and shall make arrangements for the performance of the Services.

6.4. The Client is not entitled to outsource the performance of its obligations under an Agreement or part thereof to third parties (e.g. subcontractors), without the express written consent of Dordtech, to which consent it may attach conditions.

Artikel 7. Provision of Products and Services

7.1. The delivery of Products and/or Services takes place at the agreed place and manner as stipulated in the Agreement.

7.2. Unless otherwise agreed, the Client shall provide the necessary facilities and provisions to enable timely and uninterrupted delivery.

7.3. Delivery times or execution deadlines specified by Dordtech are indicative and can never be regarded as strict or strict deadlines.

7.4. In the event that a term communicated by Dordtech is exceeded, Dordtech will inform the Client as soon as possible, but Dordtech is in no way obliged to compensate any damage that the Client may suffer in this regard.

7.5. If Dordtech has taken care of the transport of the Products, the risk of the delivered Products will pass to the Customer at the time of delivery to the Customer's location, unless otherwise agreed in writing.

7.6. If the Customer has taken care of the transport, the risk of the delivery will pass to the Customer at the time that the delivery has been offered by Dordtech to the carrier.

7.7. Upon delivery of Products, the Customer must inspect the delivered goods without delay. Complaints arising from the inspection shall be submitted in accordance with 0 to be submitted to Dordtech.

7.8. Dordtech is permitted to deliver the Products and/or Services in different parts.

7.9. If the Customer refuses to take delivery of the delivered Products or is negligent in providing information or instructions necessary for delivery, Dordtech is entitled to store the Products at the expense and risk of the Customer. In that case, the Client is obliged to reimburse all additional costs, including storage costs.

Artikel 8. Retention

8.1. All Products delivered by Dordtech remain the property of Dordtech until all claims that Dordtech has or may obtain against the Customer pursuant to agreements for the delivery of Products or Services (including any related (collection) costs and interest) have been paid in full.

8.2. The Customer is not authorized to use, sell, deliver or otherwise dispose of the Products other than in accordance with its normal business and the normal purpose of the Products prior to such transfer of ownership.

8.3. The Customer is obliged to carefully store the Products that have been delivered under retention of title.

Complaints

8.4. If the Customer has a complaint about Dordtech's Products/Services, the Customer must report this to Dordtech in writing without delay, but no later than within 14 days after the occurrence. The complaint must contain as detailed a description of the shortcoming as possible, so that Dordtech is able to respond adequately.

8.5. The Client is obliged to report any objections to the amount or content of Dordtech's invoices to Dordtech in writing within 14 days. If the Customer does not complain in time, it can no longer object and all invoices, specifications, descriptions and prices will be deemed to have been approved and confirmed by the Customer.

8.6. If the Client has complained in a timely manner, this does not suspend its payment obligations or other obligations arising from these terms and conditions and/or the agreement.

8.7. If it is established that a complaint is unfounded, Dordtech is entitled to charge the Customer for the costs incurred by it in connection with the complaint.

Artikel 9. Liability

9.1. Dordtech will never be liable in the event that the information provided by the Client is incorrect or incomplete.

9.2. Any (extra)contractual liability of Dordtech is always limited to direct damage. In other words, Dordtech is never liable for indirect damage or consequential damage or other indirect damage such as loss of turnover or loss of profit.

- 9.3. Any (extra)contractual liability of Dordtech is in any case limited to the amount that is paid out under Dordtech's professional or business liability insurance in the case in question, increased by the amount of the deductible that is not for the account of the insurer under the policy conditions.
- 9.4. If, for whatever reason, no payment is made by Dordtech's liability insurer, Dordtech can never be held to pay more than 25% of the price of the Product or the order.
- 9.5. Dordtech is not liable for any errors or shortcomings of third parties, products and/or services of third parties engaged by it.
- 9.6. The Client bears the risk and is liable for damage to, and theft or loss of, Dordtech, Customer and third party Products, including but not limited to tools, materials or equipment intended for or used for the Services, located at or near the place where the Services are performed or at any other agreed location. The Client is obliged to take out adequate insurance against these risks. In addition, the Client must take out insurance for the risk of work-related damage related to the equipment to be used.
- 9.7. The Client indemnifies Dordtech against claims from third parties due to exceeding the delivery time or execution period.

Artikel 10. Intellectual property rights

- 10.1. The intellectual property rights arising from the agreement with Dordtech, including but not limited to copyright (on all texts, drawings, diagrams, plans and other documents supplied), trademark rights, design rights, patent rights, become and remain the intellectual property of Dordtech, unless otherwise agreed in writing between the Parties. If a further deed is required for the acquisition of intellectual property rights by Dordtech – including copyrights – the Client now agrees to the transfer of intellectual property rights that have arisen and to record them in a deed. Dordtech is and remains the owner of all rights with regard to information, methods, formulas, techniques, processes, systems and programs developed by or for Dordtech and which are made available or communicated to the Customer.
- 10.2. All intellectual property rights to customization belong to Dordtech, except for the parts that the Customer makes available to Dordtech. With respect to these components, the Client grants Dordtech (also for future services and possibilities) a worldwide, unlimited, perpetual, free of charge, non-exclusive and sub-licensable right of use.
- 10.3. All documents and Products provided by Dordtech, including but not limited to advice, agreements, designs, printed matter, artwork, software, apps, websites, prototypes or pilot versions, are intended solely for use by the Customer and may not be reproduced, modified, published or brought to the attention of any third party without Dordtech's prior written consent.
- 10.4. In the event of a breach of the obligations under this Artikel 10, the Client forfeits an immediately due and payable penalty to Dordtech of EUR 50,000 per violation, plus a penalty of EUR 5,000 for each day (or part thereof) that a violation continues, without prejudice to Dordtech's right to performance and/or full compensation. This is an explicit deviation from Article 6:92 of the Dutch Civil Code.

Artikel 11. Secrecy

- 11.1. All information provided by Dordtech, such as advice, agreements and other documents of which the Client can reasonably understand that these documents could be of a confidential nature, are exclusively intended to be used for the execution of the agreement and may not be reproduced, published or brought to the attention of third parties without Dordtech's prior written consent. Third parties also include employees or subordinates of the party in question who are not or do not have to be involved in the execution of the agreement.
- 11.2. In the event of a breach of the obligations under this Artikel 11, the Client forfeits an immediately due and payable penalty to Dordtech of EUR 50,000 per violation, plus a penalty of EUR 5,000 for each day (or part thereof) that a violation continues, without prejudice to Dordtech's right to performance and/or full compensation. This is an explicit deviation from the provisions of Article 6:92 of the Dutch Civil Code.

Artikel 12. Force majeure

- 12.1. Dordtech has the right to (temporarily) suspend its Services or the delivery of Products if Dordtech is unable to perform those Services or to deliver those Products (in a timely manner) due to circumstances beyond Dordtech's direct control (force majeure).
- 12.2. In any case, force majeure exists if, as a result of any circumstance, Dordtech can no longer reasonably be expected to (further) fulfil its obligations, even if that circumstance was foreseeable at the time of acceptance of the assignment. Force majeure is in any case understood to include (but not limited to): failures in the telecommunications infrastructure, license refusals and failures in Dordtech's business, storm damage and other natural disasters, pandemics, lockouts, call-up or threat of war, illness of irreplaceable employees, strikes, force majeure and/or failure to comply (in time) by the (software) supplier(s) of Dordtech or other third parties engaged, fire and other accidents in the company as well as all of measures taken or issued by the government and, in general, all circumstances that are beyond the control of Dordtech.
- 12.3. If the aforementioned suspension has lasted longer than 3 months or if Dordtech foresees that it will last longer than 3 months, Dordtech has the right to (partially) dissolve the agreement, without the Client being entitled to (damage) compensation.
- 12.4. The Client's inability to pay Dordtech's invoices for any reason whatsoever is never force majeure for the Client.

Artikel 13. Warranty and other claims

- 13.1. If a warranty is given by Dordtech, this warranty is limited to the manufacturer's warranty given by the manufacturer on the Products, or this follows from Dordtech's order confirmation or its quotation.
- 13.2. In any case, guarantees given by Dordtech in an Agreement do not extend to:
- Products delivered that were not new at the time of delivery;
 - inspections and repairs carried out on items owned by the Client;
 - parts covered by a manufacturer's warranty.
- 13.3. Warranties given by Dordtech do not cover defects resulting from:
- normal wear and tear;
 - improper use (e.g. acting contrary to manuals or instructions for use);
 - lack of maintenance according to Dordtech's maintenance guidelines or improperly performed maintenance;
 - installation, assembly, modification or repairs by the Customer or by third parties;
 - defective or unsuitable items (including the use of incorrect fuels) originating from or prescribed by the Client;
 - defective or unsuitable materials or tools used by the Client.
- 13.4. If the parties have agreed on different warranty conditions, the provisions of this article that are not contrary to this will remain in force.
- 13.5. Customer is responsible for shipping any parts or materials that require repair or replacement by Dordtech due to warranty provided to Dordtech's place of business.

Artikel 14. Termination of the Agreement

- 14.1. Agreements for the delivery of Products and/or Services have a term as stated in the agreement.
- 14.2. Dordtech may terminate the Agreement at any time, without being obliged to pay any compensation or damages.
- 14.3. Without prejudice to what Dordtech is entitled to in law, Dordtech has the right to terminate the Agreement at its discretion without prior notice of default or to (partially) dissolve it with immediate effect, without the Client being entitled to any form of (damage) compensation, payments or guarantees, in the following cases:
- if the Client does not fully or timely comply with any (payment) obligations under the Agreement and/or General Terms and Conditions and this non-compliance has not been resolved within 14 days of notice of default;
 - if the Client is declared bankrupt or granted a moratorium;
 - if the Client applies for bankruptcy, suspension of payments or liquidation;
 - if the Client loses all or part of the right to dispose of its assets;
 - if attachment is made in any form at the expense of the Client;
 - if the Client is involved in a criminal activity or is suspected of involvement in such activity.

Artikel 15. Governing Law

- 15.1. These General Terms and Conditions, all existing Agreements and any future (legal) relationships between Dordtech and the Client are exclusively governed by Dutch law.
- 15.2. The Vienna Sales Convention (CISG) does not apply, as does any other international regulation that can be excluded.
- 15.3. All disputes that may arise as a result of these General Terms and Conditions, Agreements or future (legal) relationships between Dordtech and the Client will be submitted to the competent court of the District Court of Rotterdam, location Dordrecht.