

## **GENERAL CONDITIONS GOVERNING THE EXECUTION OF ORDERS BY DELFT SOLIDS SOLUTIONS.**

### **Article 1. Definitions.**

In these General Conditions for orders placed with Delft Solids Solutions B.V., DSS shall be understood to mean the legal person Delft Solids Solutions B.V. with its registered office in (2291 NR) Wateringen at Molenweer 2 B (www.solids-solutions.com). DSS is registered with the Chamber of Commerce under number 62918575 and has VAT number NL855013977B01. DSS can be reached at telephone number +31 (0)174 271 460 and at email address info@solids-solutions.com. The client is the natural or legal person who places an order with DSS.

### **Article 2. Nature and scope of the order, estimate**

2.1 The nature and scope of the order are determined by the description of the work set out in the estimate. Amendments, supplements and extensions thereto that are subsequently agreed are deemed to form part of the order.

2.2 Irrespective of whether the order has been given for execution by a specific person, the order is accepted and executed by DSS only. DSS is free to engage other employees of its company in the execution of the order. The applicability of Book 7, articles 404, 407, paragraph 2, and 409 of the Dutch Civil Code has been excluded. Third parties cannot derive any rights from the order and its execution.

2.3 These General Conditions apply to and are part of all agreements (including future and subsequent orders) and legal acts between DSS and the client.

### **Article 3. Price and payment**

3.1 The price stated in the estimate is either a fixed price or a price based on subsequent calculation. Such subsequent calculation is based on the rates applicable at DSS. These rates may annually be adjusted by DSS and passed on to the client.

3.2 If the estimate of DSS refers to subsequent calculation, the client may at the time of placing the order request an itemisation of the amount in the invoice.

3.3 Unless expressly stated otherwise, all amounts specified in the estimate are exclusive of turnover tax.

3.4 DSS is entitled to invoice the client periodically for work already carried out. DSS may also require an advance payment or the provision of security for payment of an amount not exceeding the invoice amount or the expected invoice amount.

3.5 If no advance payment is forthcoming or the required security for payment is not provided, DSS will be entitled to suspend its work.

3.6 The client shall settle the invoice within 30 days of the invoice date, failing which the client will also be obliged, without DSS having to give notice of default, to pay the statutory commercial interest as well as the extrajudicial collection costs, with a minimum of € 500.

3.7 If the order has been given to DSS by or on behalf of multiple legal or natural persons, the clients are joint and severally liable for payment of the invoices.

### **Article 4. Execution of the order**

4.1 Unless otherwise agreed in writing, the periods stated in the estimate are no fatal deadlines. If a set period threatens to be exceeded, DSS will immediately notify the client and make another agreement on a period for execution in joint consultation.

4.2 Execution of the order will start once the information, samples, equipment and other required items have been provided by the client in good order to DSS.

4.3 DSS is entitled to engage third parties in the execution of the order and pass the associated costs on to the client.

### **Article 5. Transport, storage and return of items (goods), right of retention**

5.1 Goods shall be delivered at and collected from the address stated in the estimate, unless expressly agreed otherwise in writing.

5.2 The costs of loading and unloading, packaging and transport of the goods included in the agreement are charged separately to the client. These costs are not included in the price.

5.3 Damage during loading and unloading, packaging and transport of goods by DSS or a courier service engaged by DSS as well as any associated delay shall be at the client's risk.

5.4 DSS is entitled to retain information, equipment or other items provided by the client until the client has fulfilled all its obligations.

### **Article 6. Confidentiality**

6.1 DSS undertakes not to disclose any data of the client of which it has become aware when executing the order for a period of five years from the moment of becoming aware thereof, if and insofar as DSS has expressly been informed that confidentiality is necessary for the client. Such duty of confidentiality does not apply to data:

- a. that is already known to DSS at the time of communication thereof to DSS;
- b. that is in the public domain at the time of communication thereof to DSS;
- c. that is lawfully communicated by any third party to DSS;

d. that following the time of communication thereof to DSS becomes known in the public domain, other than through the unlawful act on the part of DSS.

6.2 With due observance of the provisions of paragraph 1, DSS undertakes not to disclose the results of the order, unless expressly agreed otherwise in writing.

6.3 If misunderstandings arise as a result of disclosure of the results of the order by the client to third parties, DSS will be released from the duty of confidentiality to the extent that this is reasonably necessary for properly informing those third parties. Before doing so, DSS shall first inform the client.

6.4 The duty of confidentiality on the part of DSS will not apply if and insofar as this conflicts with any provision under or pursuant to the law or if disclosure is ordered by any competent authority.

6.5 Nor will the duty of confidentiality on the part of DSS apply if there is a danger to persons, property, the environment and/or public health. DSS shall inform the client accordingly.

6.6 DSS shall at all times be free to supply information to third parties subject to a statutory duty of confidentiality or a right of non-disclosure.

#### **Article 7. Publication**

7.1 Research reports compiled by or on behalf of DSS may be published by the client only verbatim and in their entirety and with visible mention of the name of DSS, unless prior permission in writing has been obtained for another form of publication.

7.2 DSS shall be entitled to publish the methods or techniques it uses, except if it concerns new and not previously used technique originating from the client and if DSS has expressly undertaken to maintain confidentiality in accordance with Article 6.1.

#### **Article 8. Knowhow/ Intellectual Property Rights**

8.1 Knowhow and Intellectual Property Rights relating to works and techniques developed by DSS in the execution of an order shall exclusively be vested in DSS.

#### **Article 9. Working at DSS**

9.1 If the client or its personnel are on DSS premises or in buildings where DSS carries out its work, the client or its personnel shall strictly follow all regulations applicable on site and follow the instructions given by DSS employees. If requested, the client or its personnel shall sign a declaration to this effect.

9.2 DSS is not liable for any damage – including personal injury – suffered by the client, its personnel or third parties engaged by the client when staying on DSS premises or in DSS buildings.

#### **Article 10. Liability**

10.1 DSS and its employees shall never be liable for consequential damage and for business damage (such as lost profits/lost sales and losses suffered by and damage caused to persons or property other than pertaining to the work of DSS, as well as damage caused by business interruption or product liability of the client), all this with the exception of intent or actual gross negligence on the part of DSS or the persons tasked with the management of its business.

10.2 Without prejudice to the preceding paragraph, any liability on the part of DSS shall always be limited to the amount that would be invoiced for the performance that caused the loss or damage or - in the case of a continuing performance contract - to an invoice amount for a maximum period of two months. If an event is covered by the insurer of DSS, any liability on the part of DSS will never exceed the amount that is paid out by the insurer in the relevant case, plus the excess.

10.3 DSS will never be liable for damage that results from:

- inaccurate and/or incomplete information and/or materials or information that is not supplied on time by or on behalf of the client. The client warrants the accuracy and completeness of the information required for the project;
- any failure of the client in the fulfilment of its obligations, including insufficient cooperation in the performance of the contract and/or the delivery of deficient goods, models, equipment, or software; If the circumstances listed in this paragraph result in any liability on the part of DSS to third parties, the client will indemnify DSS against such third parties in this respect.

10.4 If the client uses or applies any result obtained from DSS or enables a third party to use or allow to use or apply such result, the client will indemnify DSS against claims on its part or claims by a third party for damage, unless such damage is the result of intent or actual gross negligence on the part of DSS or the persons tasked with the management of its business.

10.5 DSS shall not be liable for damage resulting from deficient goods supplied to DSS by a third party and then supplied on by DSS to the client or used for the client, unless and insofar as DSS can hold its supplier liable for such damage and DSS has received payment for such damage.

#### **Article 11. Objections/ Complaints**

11.1 All claims by the client against DSS relating to the execution of the order will expire if they have not been communicated to DSS in writing with statement of reasons within six weeks of the execution of the order.

11.2 In the case of a justified complaint DSS will, at its discretion, remedy the shortcoming within a reasonable period of time or repay the fee received for the execution of the order.

**Article 12. Force majeure (non-attributable shortcoming)**

12.1 DSS shall not be liable to the client for the failure to fulfil its obligations or for the incorrect or late fulfilment thereof as a result of force majeure.

12.2 Force majeure on the part of DSS includes any circumstance that temporarily or permanently impedes the normal execution of the work required for the execution of the order, as well as, insofar as not already included therein, riot, strike, shortage of staff, transport problems, fire, weather conditions, involuntary loss of property, late or incorrect provision of materials/machines/products by its suppliers, impeding government measures, and all other unforeseen circumstances, if these circumstances occur both at DSS itself and at its suppliers or third parties deployed by DSS in the execution of the order.

**Article 13. Nullity**

If any provision of these Conditions is or becomes null and void or non-binding, the remaining provisions will remain in full force and effect. In that case, the parties will enter into mutual consultations to agree new provisions to replace such null and void or non-binding provisions, which replacement provisions will deviate as little as possible, in their object and effect, from the null and void or non-binding provisions.

**Article 14. Termination/ Dissolution**

14.1 DSS shall be entitled to suspend any further execution of the agreement or to terminate the agreement immediately if inter alia suspension of payment is granted definitively or provisionally to the client, or a repayment arrangement is presented by the client on the grounds of financial difficulties, or the client is declared bankrupt, or DSS has reasonable grounds to suspect that the client will not, or will not be able to, fulfil its obligations.

14.2 DSS shall be entitled to dissolve the agreement immediately, in full or in part and without judicial intervention, if the client does not fulfil any obligation arising for the client from the agreement or fails to do so properly or in good time.

The above shall always be without prejudice to any and all other rights accruing to DSS including the right to claim full payment or full compensation of damage.

14.3 If the circumstances provided for in paragraphs 1 or 2 occur, everything that DSS can claim from the client will always become immediately due and payable.

14.4 The client cannot terminate the agreement with DSS before completion of the order.

14.5 DSS may terminate the (partial) order before completion, provided that it refunds the amounts already paid by the client for the work already carried out.

**Article 15. Applicable law and disputes**

15.1 Dutch law applies to all agreements concluded between the client and DSS.

15.2 All disputes arising shall be resolved in the Netherlands, by the competent court in the district of The Hague.

**Article 16. Amendments to the General Conditions**

16.1 DSS may at any time amend these General Conditions. Such amendments shall become effective at the time of notification of these Conditions

16.2 From the day of entry into force, the amended Conditions also apply to estimates that have not yet been accepted.

**Article 17. Final Provisions**

17.1 Where 'in writing' is mentioned in these Conditions, this will also include communication by email via an email address provided by DSS for this purpose (info@solids-solution.com).

17.2 If the client is provided with an English translation of these General Conditions and any discrepancy appears to exist between such translation and the Dutch text, the Dutch text will prevail.

17.3 These General Conditions have been employed since 1 April 2022 and are lodged with the District Court, The Hague, no. 12/2022.