

## GENERAL TERMS AND CONDITIONS

### Chapter 1: General Part

#### Article 1: Definitions

- **Bondix Intelligence:** the limited liability company Bondix Intelligence B.V., established in Enschede, The Netherlands and/or its subsidiary company(s) within the meaning of Article 2:24a Civil Code.
- **Contracting Party:** the other party of Bondix Intelligence to whom an offer has been made, a tender has been made, from whom a contract has been accepted and/or with whom an agreement has been concluded.
- **Parties:** contracting party and Bondix Intelligence together.
- **Agreement:** Any agreement between Bondix Intelligence and Contracting Party, including the Order, the annexes and these terms and conditions;
- **Know-how:** all software, documentation and/or other (teaching) materials developed or made available under the agreement, such as analyses, designs and reports, as well as preparatory materials thereof.
- **Error:** failure to comply with the functional specifications communicated and agreed by Bondix Intelligence in writing and agreed. An error can only be made if it can be demonstrated by a contracting party and can be reproduced.
- **Interoperability:** the ability of software to exchange information with other components of a computer system and/or software and to communicate by means of this information.
- **Principal amount:** the amount of the price negotiated for the contract in question (excluding VAT). If the contract is a duration agreement, with a duration of more than one (1) year, the principal amount shall be set on the total of the fees negotiated for one year (excluding VAT).
- **BW:** Dutch Civil Code.
- **Auxiliary persons:** persons referred to in Article 6:76 BW.
- **Indirect damage:** the loss of profit and/or income, the suffering of (production) loss, the costs of or related to downtime or delay, fines, (missing out on) discounts and/or payments from third parties, all in the broadest sense of the word.
- **Working days:** Monday to Friday, with the exception of nationally recognized public holidays.
- **Office hours:** working days from 8:30 a.m. to 5:00 p.m.

#### Article 2: Applicability

1. These terms and conditions shall apply to all offers made by Bondix Intelligence, quotations, invoices, accepted contracts and agreements concluded, including: supply of products, providing advice, providing services and carrying out installation, maintenance, repair and/or inspection of work.
2. Terms and conditions of contracting party (whatever called) never apply.
3. Terms deviating from these terms and conditions apply only if and to the extent that Bondix Intelligence has accepted those deviations in writing prior to the different terms.

#### Article 3 Offer/quote

1. Unless the offer/quotation of Bondix Intelligence shows the contrary, it is entirely non-binding and the quality standards associated with the offer/quotation, models, sizes, colours, weight statements, etc. apply approximately.
2. All bondix intelligence documentation, print and leaflet material, such as prices and specifications, are subject to change and without obligation.

#### Article 4: Prices, security and credit insurance

1. All prices, rates and amounts mentioned by Bondix Intelligence are excluded from sales tax (VAT), disposal fee, packaging, transport, assembly, shipping and administration costs.
2. If, during the implementation of the agreement, one or more price-determining factors, such as labor costs, raw material prices, foreign exchange rates, disposal fees, levies and/or taxes increases, Bondix Intelligence shall have the right to adjust the price accordingly.
3. Bondix Intelligence is always at its own discretion entitled, before it implements the agreement or continues to comply with the agreement, to require, sufficient security, consisting of a bank guarantee or guarantee, for the fulfilment of the (payment) obligations of the contracting party, even if that means that time limits and/or delivery times are exceeded. The contracting party's refusal to provide the required security gives Bondix Intelligence the right to terminate the agreement by issuing a written declaration, without prejudice to Bondix Intelligence's right to reimbursement of any direct and/or indirect damage it suffers as a result.
4. If and as soon as the contracting party exceeds the credit limit set by Bondix Intelligence's credit insurer, or if the insurance cover has expired due to the age of the outstanding contracting party items, Bondix Intelligence has the right to terminate the agreement by issuing a written statement, without prejudice to Bondix Intelligence's right to reimbursement of any direct and/or indirect damage it suffers as a result.
5. Dissolution of the agreement pursuant to this Article shall not relieve the contracting party from its obligation to pay the work and/or cases delivered until the date of dissolution.

#### Article 5: Data, designs and drawings

1. The drawings, calculations, descriptions, models, tools, software equipment and other materials produced, provided or used solely in the course of the implementation of the Agreement shall remain the property of Bondix Intelligence, even if the contracting party pays a fee for developing and/or purchasing it.
2. All information contained in the documents referred to in paragraph 1, or underlying the manufacturing and construction methods, products, etc., shall be reserved exclusively to Bondix Intelligence, irrespective of whether contracting party has been charged. The aforementioned information must be returned to Bondix Intelligence at its first request.
3. The Contracting Party shall ensure that, other than for the implementation of the agreement, the information referred to in this Article is only copied, shown, disclosed and/or used with the prior written consent of Bondix Intelligence.

#### Article 6: Agreement, contract confirmation, trade-in and principality

1. An agreement, however called, is only legally binding after written acceptance by Bondix Intelligence.
2. Contracting Party checks the contract confirmation/the agreement immediately after its receipt. If the contracting party finds defects - in the broadest sense of the word - it will report them in detailed writing to Bondix Intelligence within two (2) working days. Violation of this obligation to control and/or report, results in the loss of any right of complaint relating to the accuracy of the contract confirmation/agreement.
3. Verbal commitments and agreements with Bondix Intelligence employees do not bind Bondix Intelligence unless they have been accepted by Bondix Intelligence in the aforementioned prescribed manner.
4. If the agreement has been entered into in respect to the implementation of a particular person, Bondix Intelligence is always entitled to replace that person with one or more other persons with the same qualifications: Articles 7:400 to 413 BW do not apply.
5. Without the prior written consent of Bondix Intelligence, the contracting party cannot transfer its rights and obligations under any agreement to third parties.
6. Bondix Intelligence is not required to exchange equipment, software, know-how and/or networks of contract parties. Bondix Intelligence accepts no more extensive collection obligations, than is required by law.
7. If the contract is entered into with at least two (2) contracting parties, they shall be jointly and severally liable for full compliance contract.

#### Article 7: Duration

1. If the agreement relates to the periodic or otherwise regular provision of service and/or services, it shall be entered into for the period agreed between the parties. In the absence of an agreed upon period, a period of one (1) year applies. Without prejudice to Article 23, the right of mid-term cancellation of this contract shall be excluded by the contracting party.
2. Unless one of the parties terminates the contract referred to in paragraph 1 by the end of the contractual period subject to a period of three (3) months' notice, that agreement shall be renewed every time for the original duration, but for a maximum of one (1) year.
3. Cancellation within the meaning of this Article shall be made by registered letter with signature return.

#### Article 8: Amendment of the Agreement; additional work

1. All costs of a change in (parts of) the agreement proposed by the contracting party and accepted by Bondix Intelligence in the manner prescribed by Article 6 (1) shall be charged by Bondix Intelligence to the contracting party and are due by the contracting party. Bondix Intelligence is never obliged to honor a request for modification of the agreement and/or additional work; Bondix Intelligence may require a separate agreement to be concluded.

2. The Contracting Party accepts that the changes referred to in paragraph 1 may affect the agreed upon or expected delivery time - in the broadest sense of the word - and the mutual responsibilities of the parties.

#### Article 9: Cooperation by and licenses of contracting party, notification obligation

1. Contracting Party always provides Bondix Intelligence with all the information necessary for the proper implementation of the agreement. All information to be provided by the contracting party and/or by Bondix Intelligence to be processed shall be prepared and provided by the contracting party in accordance with the terms and specifications to be set by Bondix Intelligence.
2. Contracting Party shall ensure that all materials, data, software, procedures and instructions made available by it to Bondix Intelligence in implementation of the agreement are correct and complete. If it has been agreed that the contracting party will make software, materials or data available to information carriers, those information carriers shall comply with the specifications necessary to carry out the work.
3. Contracting Party ensures that it owns, at least (in a timely manner) acquires all necessary licenses and/or permits for all materials, data, software and/or software that it has made available to Bondix Intelligence.
4. Contracting Party is responsible for the use and application in its organization of the equipment, the know-how, the control and security procedures and for adequate system management.
5. The contracting party ensures that Bondix Intelligence can immediately and undisturbedly start all its activities - including those relating to the on-site installation and/or repair - at the destination, and will in a timely fashion provide Bondix Intelligence with all by Bondix Intelligence deemed necessary workspace, persons, auxiliary and operating materials, (the right kind of) energy and telecommunication facilities available free of charge.
6. Contracting Party undertakes that, whenever Bondix Intelligence carries out work - in the broadest sense of the word - at the location of the Contracting Party, there is someone present who can provide Bondix Intelligence with unhindered access and is authorized to represent the contracting party. Bondix Intelligence is entitled to cease operations if that person is no longer present, without Bondix Intelligence being in any way liable for the consequences of this termination of its activities.
7. Contracting Party immediately informs Bondix Intelligence in writing of changes in its legal personality and of changes in its business operations or control of its company.

#### Article 10: Packaging, dispatch and (internal) transport

1. Bondix Intelligence determines the method of packaging and shipping. If the contracting party requires a special method of packaging and/or shipping, the additional costs associated with it will be borne by the contracting party.
2. All (return) shipment(s) and all (internal) transport - including that in the context of the on-site setup and the repair work - is done at the expense and risk of contracting party.
3. Bondix Intelligence does not take back the packaging by default. Contracting Party acts with the packaging in a manner that complies with the applicable laws and regulations.

#### Article 11: Delivery time

1. The delivery time specified by Bondix Intelligence applies approximately and is not a deadline limit within the meaning of Article 6:83 sub a BW.
2. The delivery time starts as soon as Bondix Intelligence is in possession of all matters, data and documents to be provided by the contracting party.
3. Contracting party is required to effectively purchase the products within the agreed time limit, in the absence of which it owes Bondix Intelligence a fine of ten percent (10%) of the principal amount, with a minimum of EUR 250, without prejudice to Bondix Intelligence further rights which include the right to full compensation and/or compliance.
4. If no time limit for purchase has been agreed, Bondix Intelligence is entitled to impose the fine referred to in paragraph 3 if and at the moment the products are not purchased by the contracting party within fourteen (14) days of Bondix Intelligence's request.

#### Article 12: Supply and transfer of risk

1. Delivery shall be deemed to have been made at the time when the products are ready for delivery at Bondix Intelligence and the Contracting Party has been informed accordingly. If it is agreed that Bondix Intelligence will prepare the products on site, the delivery time will end at the time when the products are presented on site. Installation and/or assembly of the delivered is always at risk of contracting party.
2. The risk of the delivered products always passes to contracting party at the time of delivery referred to in paragraph 1.
3. If Bondix Intelligence is required to comply with the situation referred to in Article 11 paragraph 3 and 4, the products are deemed to have been taken by the contracting party, after which they are stored at the risk of the contracting party by Bondix Intelligence. All costs associated with this storage are charged by Bondix Intelligence to the contracting party and are due by the contracting party.
4. Bondix Intelligence is always entitled to execute and invoice the agreement in portions, such that Bondix Intelligence delivers and invoices business to the extent that they are ready.

#### Article 13: Reservation of ownership

1. Ownership of the delivery to the Contracting Party supplied by Bondix Intelligence shall first be transferred to the contracting party when all the contracting party owes to Bondix Intelligence, from any agreement, however named and including interest and costs, is fully paid to Bondix Intelligence.
2. The contracting party is not permitted to deliver, dispose of, object to, establish any limited right to or otherwise dispose of any unpaid goods or services, contrary to the reservation of ownership,.
3. If the contracting party falls short of its compliance under the agreement, it is in default by law. Bondix Intelligence is then entitled , without prejudice to Article 25 of these Terms and Conditions, to take back, without further prejudice to any further default, anything on which its reservation of ownership rests, even if it requires disassembly. Contracting Party allows Bondix Intelligence to do so and authorizes Bondix Intelligence to enter the places where the delivered product is located.
4. The costs associated with exercising its reservation of ownership are charged by Bondix Intelligence to the contracting party and are due by the contracting party.

#### Article 14: On site preparation

1. If it is agreed that the products are prepared on site, any cabling work will take place on behalf and risk of contracting party.
2. Bondix Intelligence shall not be liable for (indirect) damages which may arise during the preparation(s) of property or persons of a Contracting Party or of third parties, unless the damage is caused deliberately by, or was due to gross negligence of, Bondix Intelligence.
3. Contracting Party is liable for and held to compensate for all (indirect) damage to and loss of materials, instruments, tools and employees delivered or employed by Bondix Intelligence at the destination location, unless the damage is caused deliberately by, or was due to gross negligence of, Bondix Intelligence

#### Article 15: Duty of inspection and advertising by contracting party

1. Contracting Party inspects the delivered - including the (results of the) service and/or service - immediately after the receipt. Contracting party checks both the number and quality of the delivered. If the contracting party finds defects in this inspection/control in the broadest sense of the word, it shall notify Bondix Intelligence in detailed writing immediately, but not later than five (5) working days after receipt,.
2. Contracting Party signs for receipt on the transport document offered by or on behalf of Bondix Intelligence (e.g. the packing slip). Contracting Party mentions on the transport document all immediately visible damage, including those in or on the packaging.
3. Contracting Party enables Bondix Intelligence to monitor the complaints made at all times.
4. Violation of the obligation to inspect, report and/or cooperate referred to in paragraphs 1, 2 and 3 shall result in the expiration of any right of complaint.

#### Article 16: Payment

1. If it is agreed that the contracting party shall pay the amounts due in monthly instalments, such payments shall be made upon payment of the invoice.
2. Contracting Party complies with any invoice sent by Bondix Intelligence within twenty-one (21) days of the invoice date, without any deduction or discount. The right of a contracting party to settle any payments with Bondix Intelligence is expressly excluded.
3. Payment of invoices sent by Bondix Intelligence is made to Bondix Intelligence in the bank account it has declared. Payment, however called, to employees of Bondix Intelligence is not permitted, does not count as a liberating payment to Bondix Intelligence and can never provide grounds for debt disposal or debt comparison.
4. Contracting Party reports complaints about an invoice in detail in writing to Bondix Intelligence within eight days of the invoice date. After this period, the contracting party processed its right to complaint. A complaint does not relieve the contracting party of its obligation to pay.
5. Bondix Intelligence is entitled to suspend the performance of the agreement(s) if the contracting party fails to fulfil any obligation to pay any obligation from any agreement(s), even if it exceeds deadlines - including delivery times - without Bondix Intelligence being held to any compensation.
6. In the event of no, non-timely or non-complete payment of the amount due, the contracting party shall be liable for an interest of 0,67% per month as of the direct debit

date referred to in paragraph 1 or the expiry date of the relevant invoice and on the outstanding gross debit or invoice amount. A portion of a month is considered a full month.

7. The entire claim of Bondix Intelligence, however arising, including that part that has not yet been collected or has not yet been charged to an invoice, is immediately fully due and payable: in the event of non-punctual payment of amounts due by the contracting party; if the contracting party is declared bankrupt, applies for or obtains a suspension of payment, is declared applicable to the Dutch statutory debt restructuring scheme (WSNP), or has been requested to apply it; if the contracting party loses its legal personality, or is dissolved or liquidated; if and as soon as any seizures are applied to the contracting party under Bondix Intelligence.
8. All costs arising from or related to extrajudicial collection of the claim are on behalf of the contracting party. These extrajudicial costs amount to fifteen percent (15%) of the (gross) amount to be collected with a minimum of 5.000,00 Euros per claim to be collected.
9. In case of breach of the contract/bankruptcy or failing to pay by the contracting party, Bondix has the right to inform a possible third party (in case of a reselling contract) and to perform a third party contract takeover.

#### Article 17: Guarantee

1. The warranty on (finished) delivered products is limited to the warranty provided by the manufacturer or supplier of Bondix Intelligence. If products from third parties or parts thereof are used by Bondix Intelligence or if work has been carried out by third parties, only the guarantee of the third party(s) concerned shall apply. Bondix Intelligence shall provide the contracting party with free access to the nature, size and duration of the guarantee referred to in this paragraph at its first request.
2. During the warranty period, Bondix Intelligence shall in principle recover free of charge those defects which, according to the Contracting Party, are the result of the use of inadequate material, of flawed finishes or inadequate construction on the part of Bondix Intelligence. If the contracting party invokes a guarantee on third-party products, Bondix Intelligence may require a contribution to the costs of handling this guarantee.
3. A condition for the (validity of the) guarantee provided by Bondix Intelligence is that, within eight (8) days of noticing a defect, the contracting party provides all information in detail in writing to Bondix Intelligence. Furthermore, the guarantee shall apply only if the contracting party has fulfilled all its obligations to Bondix Intelligence (both financially and otherwise and under any agreement) or has provided sufficient security for that purpose. The alleged failure to comply with guarantee obligations by Bondix Intelligence does not relieve the contracting party of its obligations under the agreement.
4. Contracting Party enables Bondix Intelligence to repair any defect at any time.
5. In the event of faulty delivery or repair, Bondix Intelligence has the right, after returning the defective product, to credit the Contracting Party in proportion to depreciation, to repair the defective product, or to supply an alternative (replacement) product. For the repaired or alternative product, the (remaining) warranty period of the product repaired or replaced by Bondix Intelligence applies. The parts replaced by Bondix Intelligence are her property and are returned to Bondix Intelligence on request, by the contracting party.

6. The contracting party shall not invoke any guarantee(provision) if defects and/or errors are wholly or partially the result of improper or careless use, of external causes such as induction, lightning strike, fire or water damage, or if, without the prior consent of Bondix Intelligence, the Contracting Party makes any changes to the products supplied, including repairs to the products supplied.
7. Activities related to the investigation or repair of malfunctions, relating to or resulting from improper use of the equipment or of external causes - such as errors in communication lines, voltage supply, or links to or use of equipment, software or materials not covered by the agreement - are not covered by Bondix Intelligence's obligations, are excluded from the warranty and are charged separately against the rates applicable at the time of carrying out such work with Bondix Intelligence.
8. Work and costs of recovery outside the scope of this guarantee will be charged by Bondix Intelligence at the rates applicable at the time of carrying out that work by Bondix Intelligence.

#### Article 18: Returns

1. Contracting party returns delivered products in the state in which they were received by contracting party and only in consultation with and after written consent of Bondix Intelligence. Each return is made with a statement of reasons. Contracting party must be able to prove the return at all times.
2. In no way does Bondix Intelligence imply that it acknowledges the reasons specified by the contracting party for returns, upon receipt. The risk of returned products rests with the contracting party until the contracting party is credited to this matter by Bondix Intelligence.
3. Bondix Intelligence is entitled to make any credit from returns under a deduction of fifteen percent (15%) of the price of the returned products, with a minimum of 25 Euro per return.
4. In the case of failure to comply with (one of) the conditions laid down in this article, Bondix Intelligence is entitled to refuse the return and return it at the expense of the contracting party.

#### Article 19: Repair and maintenance

1. Products received for repair or maintenance in the factories or on Bondix Intelligence premises remain at the risk of the contracting party and shall be repaired or processed at the risk of the contracting party, unless the repair is carried out under the guarantee scheme referred to in Article 17.
2. Contracting Party declares its authorized and entitled to provide the products in repair or maintenance and provides the information and/or documentation necessary for repair or maintenance in good time.

#### Article 20: Intellectual property rights

1. All intellectual property rights to know-how and/or equipment rest only with Bondix Intelligence or its licensor(s). Contracting Party obtains only the rights of use and powers granted by these terms and conditions or in the agreement within the limits set by the license.
2. The Contracting Party is aware that the know-how and/or equipment provided by Bondix Intelligence contain confidential information and trade secrets of Bondix

Intelligence or its licensor(s). Without prejudice to Article 29, the contracting party commits to keep this know-how and/or equipment secret, not to disclose or put into service to third parties and to use it only for the purpose for which it has been made available. Third parties are also included in this context, all persons working in the organization of a contracting party who do not necessarily need to use the know-how and/or equipment.

3. The contracting party is not permitted to remove or modify any indication of intellectual property - in the broadest sense of the word - from the know-how and/or equipment, including indications of the confidentiality and confidentiality of the know-how.
4. Bondix Intelligence can take technical measures to protect the software. If Bondix Intelligence has thus secured the software, the contracting party is not allowed to (attempt) having this security removed or (let) avoid it.
5. Unless Bondix Intelligence provides a backup, the contracting party - provided that the license (terms) allow it and this is technically possible - has the right to make and maintain one backup itself. The backup must be an identical copy and always bear the same labels and indications as the original copy.
6. If the contracting party develops software or has it developed by a third party, or if the contracting party intends to do so, and in connection with the interoperability of the software to be developed and the software made available by Bondix Intelligence, it needs information to achieve this interoperability, the contracting party shall request this information from Bondix Intelligence in writing. Bondix Intelligence will notify the contracting party within a reasonable period of whether it honors the request and under which (including financial) conditions this takes place.
7. Subject to the other terms and conditions of these general conditions and the license, the contracting party shall be entitled to correct errors in the software made available to it, if this is necessary for its intended use arising from the nature of the software. Contracting Party reports errors in detail in writing to Bondix Intelligence without delay.
8. Bondix Intelligence indemnifies the contracting party from legal claims based on the allegation that know-how developed by Bondix Intelligence infringes a valid right of intellectual property. The condition for this safeguard is that the contracting party immediately informs Bondix Intelligence in detail in writing about the existence and content of the legal action, while the handling of the case, including the settlements, is left entirely to Bondix Intelligence. Contracting Party provides Bondix Intelligence with the necessary powers of attorney and information to this end and also cooperates fully so that Bondix Intelligence can defend itself, if necessary on behalf of the contracting party, against this legal action(s).
9. If it is irrevocably established in court that the know-how developed by Bondix Intelligence itself infringes any right of intellectual property belonging to a third party, or if, in Bondix Intelligence's opinion, there is a reasonable likelihood of such an infringement occurring, Bondix Intelligence shall withdraw the amount of credit against the acquisition costs and, net of a reasonable usage fee, or ensures that the contracting party can continue to use the delivered, or a functional equivalent other product, undisturbed, all this at the assessment of Bondix Intelligence.
10. The safeguard referred to in paragraph 8 shall expire if and to the extent that the infringement in question relates to changes made by the contracting party to the know-how or had it made by third parties.

11. Any from the previous paragraphs deviating liability or safeguard obligation of Bondix Intelligence for violation of third party intellectual property rights is excluded. This includes Bondix Intelligence's liability and/or safeguard obligations for breaches caused by the use of the information in a form not modified by Bondix Intelligence, in conjunction with products or software not supplied or provided by Bondix Intelligence and/or in any way other than for which the information was developed or intended.

#### Article 21: Liability and breach of contract

1. If the contracting party fails to fully and timely comply to Bondix Intelligence with one or more of its obligations under the Law, the agreement and/or these terms and conditions, the contracting party shall always, without any need for default, be required to compensate Bondix Intelligence for all (indirect) damages that Bondix Intelligence suffers as a result. This provision is without prejudice to the right of Bondix Intelligence to bring other claims against the contracting party and/or to take other legal measures (e.g. dissolution).
2. Contracting Party is liable to Bondix Intelligence for any direct and/or indirect damage caused to (personnel of) Bondix Intelligence or to third parties, property of (staff of) Bondix Intelligence or of third parties, which is directly and/or indirect damage caused by (personnel of) contracting parties, third parties engaged by contracting parties and/or materials used by it or related to it, or which direct and/or indirect damage is the result of or is related to an unsafe situation in the organization of the contracting party.
3. Contracting Party shall ensure that no third party rights opposes the provision to Bondix Intelligence of equipment, software or materials for the purpose of use, processing and/or repair. Contracting Party protects Bondix Intelligence from any action based on the claim that making, using or editing in such a way infringes any third party right.
4. Contracting Party exempts Bondix Intelligence for claims by third parties for non-compliance by a Contracting Party of: (government) regulations relating to the packaging referred to in Article 10; the Personal Registration Act and/or statutory retention periods; the applicable export terms and conditions.
5. Contracting Party exempts Bondix Intelligence from all third-party claims for compensation for direct and/or indirect damages, costs and/or losses for which Bondix Intelligence accepts no liability under these terms and conditions.

#### Article 22: Liability Bondix Intelligence

1. Bondix Intelligence is only liable for direct (persons/or case) damages suffered by contracting parties, which direct (personal and/or case) damages are the direct and exclusive consequence of a deficiency attributable to Bondix Intelligence, with the understanding that eligible for compensation are only those direct (personal and/or case) damages, against which Bondix Intelligence is insured, or should reasonably have been insured - in view of the practices in the industry. The following restrictions apply: Bondix Intelligence accepts no liability for loss, damage or modification of data and/or data of contracting party, regardless of how this loss, this damage and/or this change was caused. Indirect damages, caused by any cause, are never eligible for compensation. Direct and/or indirect damage caused by intentional or gross negligence of auxiliary persons is never eligible for compensation. The damage to be compensated by Bondix Intelligence shall be moderated if the principal is small in relation to the extent of the damage suffered by the contracting party. The direct (personal) damages

to be reimbursed by Bondix Intelligence is never more than the amount of the principal of the relevant delivery.

2. The condition for the creation of any right to compensation shall always be that, after the occurrence of the damage, the contracting party shall report it in detail to Bondix Intelligence as soon as possible, and in any case within eight (8) days of the occurrence of the damage, and that the contracting party does what may reasonably be required of it to limit its damage.

#### Article 23: Force majeure and right of suspension Bondix intelligence

1. Force majeure on the part of Bondix Intelligence suspends its obligations under the agreement as long as force majeure continues. This force majeure does not suspend the obligations of the contracting party.
2. Force majeure means any occurring circumstances not related to the actions or will of Bondix Intelligence, which prevents the fulfilment of the agreement temporarily or permanently and which, neither under the Law nor by standards of reasonableness and fairness, should be considered to be a risk to Bondix Intelligence and, to the extent that it does not already include: obstacles caused by measures, laws or decisions of competent international or national (public) authorities, lack of raw materials, strike, industrial occupation, blockade, embargo, war, unrest and thus equivalent conditions, power failure, failure in (tele)communication lines, fire, explosion, water damage, flood, lightning strike and other natural disasters and calamities, as well as extensive disease of epidemiological nature of personnel.
3. As soon as Bondix intelligence is confronted with a force majeure, it shall notify the contracting party unless it cannot reasonably be required to do so in the circumstances.
4. If Bondix Intelligence has already partially fulfilled its obligations at the time of entry into force majeure, Bondix Intelligence is entitled to invoice that part already executed separately. Contracting party is required to pay that invoice as it was a separate agreement.
5. If it is established that the state of force majeure at Bondix Intelligence will last for three (3) months, each of the parties is entitled to terminate the agreement intermediate without regard to any notice period. Cancellation within the meaning of this Article shall be made by return of a registered letter with signature.
6. Bondix Intelligence accepts no liability for and is therefore not liable to compensate for direct and/or indirect damages, costs and/or losses incurred by contracting parties and/or third parties, which are directly and/or indirectly caused harm by or in any way related to the state of force majeure on the part of Bondix Intelligence.

#### Article 24: Suspension Law Bondix Intelligence

1. If, under the agreement, Bondix Intelligence carries out work in the organization of the contracting party, it shall at any time be entitled to suspend such work -even if this leads to exceeding deadlines - for the time when (working) conditions arise on the spot which, in the opinion of Bondix Intelligence, pose risks to the safety or health of its employees/auxiliary persons.

#### Article 25: Dissolution of agreement

1. The contracting party is in breach of law if it: violates any obligation under the agreement and/or these terms and conditions; declares a state of bankruptcy, applies

for or obtains suspension of payment, or applies for or obtains the statutory debt restructuring scheme, transfers the business or control over its undertaking, loses its legal personality or dissolves or is liquidated.

2. In the situation referred to in paragraph 1, Bondix Intelligence has the right to unilaterally terminate the contract without notice and without judicial intervention, without Bondix Intelligence being subject to any compensation and without prejudice to Bondix Intelligence, including the right to full compensation for all its direct and/or indirect damages. The termination of the contract within the meaning of this Article shall be effected by return of a registered letter with signature.
3. If, at the time of the dissolution referred to in this Article, the contracting party has already received performance(s) pursuant to the agreement, such benefits and the related commitment(s) shall not be the subject of the undoing. Amounts invoiced and/or delivered by Bondix Intelligence prior to the dissolution in connection with what it has already carried out and/or delivered in implementation of the agreement shall continue to be subject to the undiminished due in the previous sentence and shall be immediately payable at the time of dissolution.

#### Article 26: Right of retention

1. Where Bondix Intelligence has goods/products - including data and the results of processing - of the contracting party, it is entitled to hold it until the contracting party has fulfilled all its obligations to Bondix Intelligence (both financially and otherwise and under any agreement) or has provided sufficient security for it.

#### Article 27: Telecommunications

1. If the telecommunications facilities of the contracting party are used in the implementation of the agreement, the contracting party is responsible for the correct choice and its timely availability. Bondix Intelligence does not accept liability for transmission errors not attributable to her.
2. All costs associated with the use of the telecommunications facilities, also including subscription and call costs, are borne by the contracting party. The costs of open lines of communication are at the expense of the contracting party, even if these costs have arisen because the lines of communication have been wrongly not closed by or on behalf of Bondix Intelligence.
3. When processing data using telecommunications facilities, Bondix Intelligence will assign access or identification codes to the contracting party. Contracting Party will treat the access codes confidentially and will only disclose them to authorized employees.

#### Article 28: Security and privacy

1. Contracting Party shall ensure that all legal requirements relating to the data to be processed, including in particular the requirements laid down in or under the Personal Registration Act, are and will be complied with and that all prescribed notifications have been made. Contracting Party ensures that the person registration system is adequate to the state of the art.

#### Article 29: Confidentiality

1. The parties are both committed to ensuring that all information exchanged at (entering into) the agreement remains confidential. In any event, information shall be considered confidential if it has been identified as such by one of the parties.
2. Each of the parties shall not employ the employee(s) of the other Party during the term of the agreement and for one (1) year following its termination, or otherwise, directly or indirectly, work for themselves, who are or have been involved in the performance of the assignment or contract.

#### Article 30: Exports

1. In the case of export of equipment, parts and/or software by a contracting party, it is responsible for compliance with the relevant export terms and conditions.

#### Article 31: Supplier software and/or equipment

1. If and to the extent that Bondix Intelligence makes software and/or third-party equipment available to the contracting party, the conditions of those third parties shall apply with the setting aside of these terms and conditions -provided that Bondix Intelligence has notified the contracting party in writing- in respect of that software and/or equipment, . Contracting party accepts the terms and conditions of the third parties. These terms are available to contracting parties at the office of Bondix Intelligence and the contracting party will receive a copy free of charge at its first request. If, for whatever reason, those third party terms and conditions are not applicable to the contract between Bondix Intelligence and the contracting party, thees general terms and conditions of Bondix Intelligence apply in full.

#### Article 32: Explanation

1. If one or more terms and conditions of the agreement or of these terms and conditions are found to be not or are no longer legally valid, the agreement and the remaining articles of these terms and conditions shall remain in force. Terms and conditions which are not, or no longer legally valid, shall be replaced by terms and conditions which, as far as possible, are in line with the scope of the replaced terms and conditions.

#### Article 33: Applicable law and disputes

1. These terms and conditions and all offers, contracts and agreements to which they apply are governed by Dutch law.
2. All disputes arising as a result of the offer, the contract and/or the agreement or any further agreement to which these terms and conditions apply shall be resolved by the competent court in the place of business of Bondix Intelligence.

#### Article 34: Dutch version general provisions leading

1. For the interpretation of the general provisions, only the Dutch version of the general provisions applies. Contracting parties cannot derive rights from the meaning of the English-language version of the general provisions, provided that there is a contradiction between the interpretation of the Dutch language and the English-language version of the general provisions. In that case, the Dutch version is leading.

2. The contracting party declares that it has taken note of the content of the Dutch version of the general provisions when entering into the agreement and that it applies to the agreement between the Parties.

## **Chapter 2: Buy/lease of hardware**

The terms and conditions in this chapter 'Delivery of Products' relate to the supply of Products, including Hardware (whether or not through a Webshop), and related Services that Bondix Intelligence may provide for the Contracting Party.

### Article 35: Buy of hardware

1. Parties may agree that Contracting party purchases Products from Bondix Intelligence. Only if the Agreement relates to the purchase of Products, the conditions laid down in this Article shall apply.
2. After the conclusion of the Agreement, Bondix Intelligence is committed to supplying the Products to Contracting Party in accordance with the Agreement. The risk of loss, theft or damage to the Products will be transferred to Contracting party at the time the Products are placed on transport to the Contracting party.
3. Bondix Intelligence will in principle deliver the Products to the address of Contracting party's company known to Bondix Intelligence.
4. If the Parties agree, Products can also be delivered to a different address or location in a Contracting Party premises or at an end user's address. Bondix Intelligence may charge additional fees for this.
5. If Contracting Party refuses supplied Products by Bondix Intelligence, does not pick them up at an agreed pick-up point, provides incorrect information about the delivery address and/or delivery of Products by other reasons attributable to Contracting Party is not possible, Bondix Intelligence is entitled to store the Products at the risk of the Contracting Party. Costs for (external) storage of Products are borne by Contracting party. If the products in question have not been picked up or delivered to Contracting Party within three (3) months, Bondix Intelligence is also entitled to sell the Products to third parties. The foregoing does not detract from any outstanding commitments of Contracting Party and does not entitle Contracting Party to credit amounts already paid for the Products.
6. Contracting Party should check the products delivered as soon as possible, but at least within seven (7) days after delivery for any damage or other defects. To the extent that there are visible damage seen on the outside, such as transport damage, Contracting party must report to Bondix Intelligence within seventy-two (72) hours after delivery. If Contracting Party finds damage or other defects, Contracting Party must report this to Bondix Intelligence without delay and in writing. The contracting party should give sufficient reasons for the damage or defects and must send sufficient evidence to Bondix Intelligence to assess the validity of the report.
7. If Contracting Party does not report any damage or defect to Bondix Intelligence within the time limit referred to in the previous paragraph, the Products shall be deemed to have been delivered without damage and defects.
8. If Bondix Intelligence delivers the Products at the request of Contracting Party without packaging material, this comes at the risk of Contracting party and Bondix Intelligence is never liable for transport damage.
9. All Products supplied by Bondix Intelligence to Contracting Party will remain the property of Bondix Intelligence until Contracting Party has paid the full amount due for it. The contracting party does not have the right to resell or pawn the items covered by the reservation of ownership or to object in any other ways.

10. All equipment, software and other materials used by Bondix Intelligence in the service remain the property of Bondix Intelligence, even if Contracting Party pays a fee for its development by Bondix Intelligence.
11. Contracting Party is expressly not authorized to have maintenance or repairs carried out by third parties to Hardware supplied by Bondix Intelligence which is (still) under the ownership (reservation) of Bondix Intelligence.
12. Contracting Party will immediately inform Bondix Intelligence if a third party wishes to establish or assert rights or to seize the Products covered by the reservation of ownership as referred to in the previous paragraph. Contracting Party hereby grants Bondix Intelligence (or third parties designated by Bondix Intelligence) unconditional and non-revocable permission to enter all those places where Bondix Intelligence's properties are located and take those matters back in such a case.

#### Article 36: Lease of Hardware

1. Parties may agree to lease Contracting Party Products from Bondix Intelligence. Only if the Agreement relates to the lease of Products, the conditions as described in this Article apply.
2. After the conclusion of the Agreement, Bondix Intelligence endeavors to make the Products available to Contracting Party in accordance with the Agreement. The risk of loss, theft or damage to the Products passes to Contracting party at the time the Products are on transport to the Contracting party.
3. Bondix Intelligence shall provide Contracting Party for the duration of the Agreement, or if a different lease period has been agreed for the duration of the agreed lease period, the right to use the Products in accordance with the terms of this chapter and any additional terms agreed by the Parties.
4. Contracting Party will only use the Products for the purposes for which the Products by its nature are intended and will closely follow any instructions provided by Bondix Intelligence and/or manufacturer.
5. Contracting Party is not permitted, without prior explicit and written consent of Bondix Intelligence, to transfer, sub-rent, pawn or otherwise restrict the full ownership of the Products.
6. The Products shall be deemed to have been delivered undamaged, unless Contracting Party indicates in writing and sufficient motivation to Bondix Intelligence within seven (7) working days of delivery that the Products had already been damaged before delivery. For defects that can be observed on the outside, a complaint period of up to 72 hours after delivery of the Products applies.
7. To the extent permitted by law, the Parties agree that Articles 7:203 to 7:211 of the Dutch Civil Code are excluded from the Agreement and these terms and conditions.
8. Only Bondix Intelligence is entitled to manage the Products and to perform maintenance or any other form of maintenance or modification of the Products.
9. In the event that Contracting Party makes changes to the Products without the prior explicit consent of Bondix Intelligence, Contracting Party is required to reimburse the costs incurred by Bondix Intelligence for the purpose of remedying errors, problems or otherwise.
10. Contracting Party must keep the Products adequately insured during the term of the Agreement (for its own account) against, among other things, fire, water damage and

theft. Contracting Party will provide Bondix Intelligence with proof of this at its first request.

11. Loss, theft or damage to the Products does not detract from the agreed payment obligations of Contracting Party. Any costs for repairing or replacing the Products will be borne by Contracting Party.
12. In the event of loss, theft or damage of the Products, Contracting Party is obliged to notify Bondix Intelligence in writing without delay. Bondix Intelligence endeavors to have the Products repaired or replaced within a reasonable period of time at Contracting Party's expense. Bondix Intelligence is also entitled to recover all its damages and costs as a result of the loss, theft or damage on Contracting party.
13. If a third party wishes to seize the Products, establish rights to them or assert rights to the Products, Contracting Party will immediately inform Bondix Intelligence in writing. Contracting Party hereby unconditionally authorizes Bondix Intelligence to enter all places where the Products are located and take them back in such a case.

#### Article 37: Installation and configuration of Hardware

1. Contracting Party is responsible for installing and configuring the supplied Hardware after delivery by Bondix Intelligence-, unless Parties agree that Bondix Intelligence installs and/or configures it. Contracting Party must follow strictly all instructions given by Bondix Intelligence and any instructions or documentation provided to the Hardware.
2. If agreed, Bondix Intelligence will install and/or configure the Hardware in a location and manner specified in the Agreement. Bondix Intelligence is entitled to refuse the installation and/or configuration of Hardware at a particular location if the location is not possible according to its professional opinion, or the proper operation of the Hardware at the relevant location cannot be guaranteed.
3. Bondix Intelligence has the right to engage third parties for the installation and/or configuration of the Hardware as referred to in the previous paragraph.
4. Contracting Party will provide Bondix Intelligence or the third party(s) engaged by Bondix Intelligence with access to the designated location and provide the necessary cooperation for the installation and/or configuration of the Hardware.
5. Contracting Party remains responsible for the right power supplies and network connections. If the said facilities and other reasonably necessary facilities are not present, Bondix Intelligence may not be able to perform a correct and complete installation and/or configuration.
6. If the parties agree upon results, periods or deadlines and Bondix Intelligence is (partly) dependent on the cooperation of or compliance with certain agreed terms by the Contracting Party, Bondix Intelligence is never liable for failure to achieve these results, periods or deadlines if this is (partly) due to the failure to cooperate or failure to meet the agreed terms by the Contracting party.

#### Article 38: Guarantees on Hardware

1. Contracting Party accepts that the Hardware only contains the functionality and other features such as Contracting Party found at the time of delivery. The Hardware supplied by Bondix Intelligence is based only on the manufacturer's guarantee, unless explicitly additional guarantees are issued in the Agreement. Information about the manufacturer's warranty is available on request at the office of Bondix Intelligence.

2. If the Parties agree on certain guarantees, these shall not apply to (1) any damage or defects resulting from improper use, (2) which are not related to the inadequacy of the materials used and/or the manufacture, (3) which have arisen as a result of the incorrect storage or preserving of the Hardware, or (4) resulting from climatic or other effects.

### **Chapter 3: Delivery of software**

Terms and conditions listed in this Chapter shall apply in addition to the general terms and conditions where Bondix Intelligence provides software. In the event of inconsistencies between these special service terms and conditions and the general terms and conditions, the text of these special terms and conditions service prevails.

#### Article 39: Delivery of Software

1. The terms and conditions in this chapter 'Delivery of Software' relates to the supply of Software and related Services by Bondix Intelligence to the Contracting Party

#### Article 40: License

1. If Bondix Intelligence, under the Agreement, provides certain Software to Contracting Party, Contracting Party will only obtain the non-exclusive, non-transferable and non-sub-licensed user rights arising from the Agreement or otherwise granted in writing by Bondix Intelligence.
2. If a software license is sold or delivered by Bondix Intelligence to Contracting Party, Contracting Party is required to conclude this license agreement directly with the licensor, unless otherwise agreed in writing. Bondix Intelligence never becomes a party to such a licensing agreement. Contracting Party exempts Bondix Intelligence from any damage that may result from the failure to comply with such a license agreement by Contracting Party.
3. Unless otherwise agreed, the right of use of Software applies only for the duration of the Agreement and the right of use relates only to the use of the Software on one device.
4. Costs for any updates and upgrades of the Software are not included in the Agreement, unless its provision is expressly part of the agreed Services.
5. Contracting Party is not entitled to make changes to the Software provided by Bondix Intelligence under the Agreement.
6. The Contracting Party is not entitled to a copy of the software's source code and it is emphatically not permitted to use reverse engineering, decompilation or similar techniques, except to the extent that mandatory law does not provide otherwise.
7. Bondix Intelligence (or its subcontractor) can take (technical) measures to protect provided Software. If Bondix Intelligence (or its subcontractor) has taken such security measures, the Contracting Party is not permitted to get around or remove this security.

#### Article 41: Implementation and installation of Software

1. If the Parties have agreed that the Software should be implemented or installed by Bondix Intelligence, Bondix Intelligence will take care of this in accordance with the Agreement.
2. In the implementation or installation of the Software, Contracting Party will cooperate fully and respond to the reasonable requests of Bondix Intelligence. Bondix Intelligence will deliver the Software after implementation and/or installation to Contracting Party.

3. If the parties agree results, periods or deadlines and Bondix Intelligence is (partly) dependent on the cooperation of or compliance with certain agreed terms by the Contracting Party, Bondix Intelligence is never liable for failure to achieve these results, periods or deadlines if this is (partly) due to the failure to cooperate or failure to meet the agreed terms by Contracting party.

#### Article 42: Guarantees on Software

1. The supplier of software shall be subject to the license attached to the information medium or other conditions of the producer. By receiving the information carrier, the contracting party accepts these conditions.
2. Bondix Intelligence does not provide a guarantee regarding the software provided. Contracting Party is therefore never entitled to return this software to Bondix Intelligence.

#### **Chapter 4: Service**

The terms and conditions set out in this Chapter shall apply in addition to the general terms and conditions where Bondix Intelligence provides services such as organizational and automation advice, applicability research, consultancy, training, support, secondment, designing or developing information systems, providing assistance and networking services or concluding hardware and software contracts. In the event of contradictions between these special terms and conditions of service provision and the general terms and conditions, the text of these special terms and conditions shall prevail.

#### Article 43: Provision of services

1. Bondix Intelligence makes every effort to carry out the service with care in accordance with the Agreements and procedures laid down in writing with the contracting party.
2. If it has been agreed that the service will take place in stages. Bondix Intelligence is entitled to postpone the commencement of services belonging to the next phase until the contracting party has approved in writing the results of the preceding phase.
3. If scheduled service agreements are postponed or cancelled by contracting party within one (1) week before the start of the scheduled work, Bondix Intelligence has the option to charge at least fifty (50) percent of the agreed amount.
4. Only if this is agreed in writing is Bondix Intelligence required to follow timely and responsibly given instructions from the contracting party in the performance of the service. Bondix Intelligence is not required to follow any instructions that alter and/or supplement the content or scope of the agreed service; however, if such instructions are followed, the relevant activities will be reimbursed by the contracting party in accordance with Article 8 paragraph 1.

#### Article 44: Delivery, installation and acceptance of the network

1. If agreed in writing, Bondix Intelligence delivers and installs the network to be developed in accordance with written specifications.
2. If the acceptance test is agreed in writing, the test period shall be fourteen (14) days after delivery or, if an installation to be carried out by Bondix Intelligence has been agreed upon, upon completion thereof. During the test period, the contracting party is not permitted to use the network for productive or operational purposes.

3. The network is considered accepted between parties if: no acceptance test has been agreed between the parties: on delivery or, if installation has been agreed by Bondix Intelligence, upon completion thereof: an acceptance test has been agreed between the parties in writing: on the first day after the test period. Bondix Intelligence receives a test report as referred to in paragraph 4 before the end of the test period: at the time the errors listed in the test report have been corrected, without prejudice to the presence of imperfections which, according to paragraph 5, do not prevent acceptance. Notwithstanding the forgoing, the network shall be considered fully accepted if and as soon as the contracting party makes any use for productive or operational purposes before the moment of acceptance.
4. If, when performing the agreed acceptance test, it appears that the network contains errors that impede the progress of the acceptance test, contracting party shall inform Bondix Intelligence by means of a detailed written test report about the errors, at the latest on the last day of the test period. In the case referred to here, the test period shall be interrupted until the network has been modified to remove that obstacle. Bondix Intelligence is committed to the best of its ability to recover the reported error within a reasonable period of time, whereby Bondix Intelligence is entitled to apply temporary solutions, program detours or problem-avoiding restrictions.
5. Acceptance of the network shall not be withheld on grounds other than those relating to the specifications expressly agreed on between the parties. Furthermore, acceptance of the network is not denied due to the existence of minor errors, which do not reasonably prevent operational or productive commissioning of the network, without prejudice to Bondix Intelligence's obligation to correct these minor errors under the Article 17 guarantee scheme, provided that it is (still) applicable.
6. If the network is delivered and tested in stages and/or components, non-acceptance of a particular stage and/or component will be without prejudice to any acceptance of an earlier stage and/or other component.

### **Chapter 5: Equipment maintenance**

The terms and conditions referred to in this Chapter shall apply in addition to the general terms and conditions where the Parties have concluded an equipment maintenance agreement or a preventive maintenance agreement. In the event of inconsistencies between these special terms and conditions (preventive) maintenance of equipment and the general terms and conditions, the text of these special terms and conditions (preventive) maintenance of equipment shall prevail.

#### Article 45: Maintenance Service

1. During the duration of the (preventive) maintenance agreement, Bondix Intelligence undertakes to the best of its ability to remedy those failures that have been reported in detail in the (preventive) maintenance agreement within the time limit.
2. Bondix Intelligence keeps its expertise in the equipment up-to-date. Bondix Intelligence records all relevant data on the work carried out on the equipment and records it in its records. Bondix Intelligence shall, at the first request of the Contracting party, provide access to the data thus recorded, if Contracting Party has a reasonable interest in this request.
3. Parts are replaced if, in Bondix Intelligence's opinion, this is necessary to repair and/or prevent malfunctions.

#### Article 46: Maintenance and conditions of use

1. Only after prior approval of Bondix Intelligence can the Contracting Party move the equipment.
2. Contracting Party will, immediately after the occurrence of a failure of the equipment, inform Bondix Intelligence in detail in writing.
3. Contracting Party is authorized to connect equipment not supplied by Bondix Intelligence. The costs of investigating and remedying malfunctions resulting from the connection of equipment not supplied by Bondix Intelligence are at the expense of the contracting party.
4. If, in the opinion of Bondix Intelligence, it is necessary for the maintenance of the equipment to be tested for the connections of the equipment with other systems or equipment, the contracting party shall make available to Bondix Intelligence these other systems or equipment, as well as the relevant test procedures and information carriers.
5. In the case of maintenance work, test material required that is not part of the normal equipment of Bondix Intelligence shall be made available to Bondix Intelligence free of charge by the Contracting Party.
6. Contracting Party shall take care of and is responsible for the technical, spatial and telecommunication facilities necessary for the equipment to function. The maintenance to be carried out by Bondix Intelligence does not extend to the aforementioned facilities and connections.

#### Article 47: Exclusions

1. Maintenance prices do not include: (replacing) consumables; software license(s); software update(s); the replacement costs of components and maintenance services for the repair of faults caused in whole or in part by attempts at recovery carried out by others than Bondix Intelligence or by its engaged third parties; work for partial or total equipment overhaul; modifications to the equipment; relocation, movement, reinstallation of equipment or activities related to it in any way.

#### Article 48: Rates and payments

1. Unless the agreement for (preventive) maintenance determines otherwise, the usual basic maintenance rate of Bondix Intelligence applies. Contracting Party pays the maintenance fee, plus the sales tax due and/or other levies imposed by the government, in the case of prepayment.
2. In the case of late payment by the contracting party, the terms and conditions of Article 16 shall apply in full. To the extent that Bondix Intelligence does maintenance work during the period in which the contracting party is in default at the request of the contracting party, Bondix Intelligence calculates these at the rates applicable at the time of the maintenance work at Bondix Intelligence. Contracting Party commits to pay the invoice for these maintenance work in cash.

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