

## Terms and Conditions for Job Production activities by Van Halteren Technologies Boxtel BV (June 22) – JP22

### Article 1: Scope of application

- 1.1. These Terms and Conditions apply to all offers made by Van Halteren Technologies Boxtel B.V. (hereafter "VAN HALTEREN"), to all contracts that it enters into and to all contracts arising from this, all of which insofar as VAN HALTEREN is the supplier or VAN HALTEREN for job production.
- 1.2. Job Production is defined as fabricating or machining goods according to engineering information such as a drawing and/or specification supplied by the Customer. The other party is referred to as the Customer.
- 1.3. In the event of conflicts between the contract entered into by the Customer and VAN HALTEREN and these JP22, the provisions of the contract will prevail.

### Article 2: Offers

- 2.1. All offers are without obligation. VAN HALTEREN is entitled to revoke its offer up to the acceptance.
- 2.2. If the Customer provides VAN HALTEREN with information, VAN HALTEREN may assume that it is accurate and complete and will base its offer on this information. If the information is corrected, the Customer may receive a revised offer.
- 2.3. The prices stated in the offer are in euros, excluding VAT and other government levies or taxes. The prices do not include travel, accommodation, packaging, storage and transport costs, nor do they include costs for loading, unloading and cooperating with customs formalities. Aforesaid cost will be invoiced by VAN HALTEREN.

### Article 3: Confidentiality and intellectual property rights

- 3.1. Neither party shall, without the prior written approval of the other party, disclose to any third party any Confidential Information of the other party, nor shall make any promotional display, announcement or advertisement relating to the contract, without the prior written approval of the other party. "Confidential information" shall mean either party's data, documents and other records embodying information of a confidential and proprietary nature and irrespective if such information is marked as "proprietary" and/or "confidential" or not, such as but not limited to commercial and technical information, in either oral, written or in any other way provided to, or obtained by the other party.
- 3.2. These provisions shall not apply to information within the following categories:
  - a) information which, prior to the time of disclosure, was lawfully in the public domain;
  - b) information which through no fault of the disclosing Party enters into the public domain;
  - c) information obtained by the disclosing Party from a third party who was lawfully in possession of such information;
  - d) information which a party is obliged to disclose by applicable law, rules or regulations.
- 3.3. The parties undertake to monitor the distribution of proprietary information as described here above within its organization only on a need-to-know basis to ensure the commitments hereunder are duly met.
- 3.4. All intellectual property rights, including but not limited to, all drawings, designs, (technical) documentation, building specifications, computer programs, as well as the carriers on which such rights are laid down (hereafter jointly: "I.P.- rights"), delivered or developed under the contract will at all times remain vested in and the property of VAN HALTEREN and will be returned to VAN HALTEREN upon first request or immediately upon fulfilment of the contractual obligations of both Customer and VAN HALTEREN. VAN HALTEREN grants to Customer a limited, non-exclusive, non-transferable, royalty free, irrevocable and perpetual license to use the I.P.-rights to the extent necessary to enable Customer to use the goods in accordance with the contract.
- 3.5. Notwithstanding any provision in any document under the contract, and regardless of the priority of documents, VAN HALTEREN's works are excluding and undelivered of any:
  - a) software source codes; and
  - b) detailed engineering and/or calculations and/or specifications of components and/or workshop/production drawings.
- 3.6. The software provided by VAN HALTEREN will be fully sufficient for daily operation of the drive and control system. Customer acknowledges and respects the copyright of VAN HALTEREN, vested in the, amongst others, in-house designed Linux based motion control software, and shall not challenge these rights. VAN

HALTEREN warrants that no rights of third parties are infringed by granting a license to use this software to Customer, and Customer shall accept the software license terms of those third parties, if any.

- 3.7. Customer recognizes that VAN HALTEREN's software is proprietary to VAN HALTEREN and title remains vested in VAN HALTEREN.
- 3.8. VAN HALTEREN provides no warranty other than explicitly stipulated under the provisions of this article 3, to the extent permitted by applicable law, except when otherwise stated in writing. VAN HALTEREN provides the software "as is" without any warranty of any kind, either expressed or implied, including but not limited to, the implied warranties of merchantability and fitness for a particular use.
- 3.9. VAN HALTEREN shall, in no event be liable for any damages, including direct or consequential, general or special damages arising out of the use or inability to use the software including but not limited to the loss of data or data being rendered inaccurate or losses sustained by user or any third party or failure of the software to operate and/or communicate with any other software.

#### **Article 4: Advice and information provided**

- 4.1. During the execution of the contract Customer provided information shall be deemed accurate and complete.
- 4.2. Customer shall indemnify and hold harmless VAN HALTEREN against any third-party claims related to the use of advice, information, etc. provided by or on behalf of the Customer.

#### **Article 5: Delivery time/implementation period**

- 5.1. Delivery times or implementation periods specified are indicative, unless otherwise stipulated in the contract.
- 5.2. The delivery time only commences once an agreement has been reached on all commercial and technical details, once all the information, including final and approved drawings and the like, is in the possession of VAN HALTEREN, the agreed payment (or instalment) has been received, and the other conditions for the contract have been met.
- 5.3. If:
  - a. there are circumstances other than those known to VAN HALTEREN at the time it set the delivery period or implementation period, the delivery period or implementation period may be extended by the time VAN HALTEREN needs – taking into account its planning – to implement the contract under these circumstances;
  - b. there are contract extras, the delivery period or implementation period may be extended by the time VAN HALTEREN needs – considering its planning – to have the materials and parts delivered and to carry out the contract extras;
  - c. VAN HALTEREN suspends its obligations; the delivery period or implementation period may be extended by the time VAN HALTEREN needs – considering its planning – to implement the contract after the reason for the suspension no longer applies.

Unless the Customer has evidence to the contrary, the duration of the extension of the delivery period or implementation period is presumed to be necessary and to be the result of a situation as referred to above in a to c.

- 5.4. The Customer is obliged to pay all costs that VAN HALTEREN incurs or damages that VAN HALTEREN suffers as a result of a delay in the delivery or implementation period as stated in 5.3
- 5.5. Under no circumstances does exceeding the agreed delivery or implementation period give the Customer the right to compensation or to terminate the contract, unless in the event pre-agreed liquidated damages apply to the contract.

#### **Article 6: Delivery and risk transfer**

- 6.1. Unless otherwise agreed by parties in writing, delivery of the goods shall be made in accordance with Incoterm FCA Boxtel, the Netherlands. Risk of damage and/or loss to the goods shall pass to Customer in accordance with the agreed Incoterm.
- 6.2. VAN HALTEREN is entitled to make partial deliveries and Customer is obliged to accept the goods and/or services including partial deliveries.
- 6.3. If a good is exchanged and the Customer retains the good to be exchanged pending delivery of the new good, the risk of the good to be exchanged remains with the Customer until the time that it hands over the

good to VAN HALTEREN. If the Customer is unable to deliver the good to be exchanged in the condition in which it was when the contract was concluded, VAN HALTEREN may terminate the contract.

- 6.4. In the event that a factory acceptance test or the like, the dispatch or the collection of the goods at the designated place of delivery is delayed for reasons not solely attributable to VAN HALTEREN, VAN HALTEREN shall be entitled to store the goods at the expense of Customer in a warehouse at VAN HALTEREN's choice. Upon such storage, delivery according to 6.1 shall be deemed completed and the risk for the goods shall transfer to Customer accordingly.

## **Article 7: Price changes and lead times**

The contract price of the offer is based on the prices of the required materials, components and services on the date of the offer. If the costs of execution increase or are likely to increase after the closing date of the agreement due to disproportionate price increases, caused by an unforeseen market situation/market developments, VAN HALTEREN shall at all times be entitled to charge Customer a price-increase if and to the extent that such increase is reasonable. In any case VAN HALTEREN shall reasonably be entitled to a price-increase in case of, but not limited to, any increase in wages, in costs of raw materials and/or other deliverables and/or services to VAN HALTEREN and/or in any taxes/levies which might apply. VAN HALTEREN will notify the Customer of any change in the prices at least fourteen (14) calendar days prior to the effective date of the change. The same applies for lead times of these materials and services.

## **Article 8: Force majeure**

- 8.1. If VAN HALTEREN fails to fulfil its obligations, this cannot be attributed to VAN HALTEREN if this failure is due to force majeure.  
Force majeure includes, inter alia, if third parties engaged by VAN HALTEREN – such as suppliers, subcontractors and transporters, or other parties that the Customer is dependent on – do not meet their obligations at all or on time, or circumstances due to weather conditions, natural disasters, epidemic, pandemic terrorism, cyber- crime, war, civil war, terrorism, disruption of digital infrastructure, fire, power failures, loss, theft or loss of tools, materials or information, roadblocks, strikes or work interruptions and import or trade restrictions.
- 8.2. VAN HALTEREN is entitled to suspend fulfilment of its obligations if it is temporarily prevented or hindered or delayed from fulfilling its obligations to the Customer due to force majeure. Once the force majeure circumstances no longer apply, VAN HALTEREN will fulfil its obligations as soon as its planning permits.
- 8.3. If it concerns force majeure and fulfilment is or becomes permanently impossible, or the temporary force majeure circumstances have lasted for more than six months, VAN HALTEREN is entitled to terminate the contract with immediate effect either entirely or in part. In those cases, the Customer is entitled to terminate the contract with immediate effect, but only for that part of the obligations that VAN HALTEREN has not yet fulfilled.
- 8.4. The parties are not entitled to compensation for the damages suffered or to be suffered as a result of the force majeure, suspension or termination as referred to in this article. For the purpose of these terms and conditions force majeure is defined in article 6: 75 Duct Civil Code.

## **Article 9: Scope of the work**

- 9.1. The Customer must ensure that all licenses, exemptions and other decisions that are necessary to carry out the work are obtained in good time. The Customer is obliged to send VAN HALTEREN a copy of the aforementioned documents immediately on VAN HALTEREN's request.
- 9.2. Unless otherwise agreed in writing, the work does not include:
- groundwork, pile driving, cutting, breaking, foundation work, masonry, carpentry, plastering, painting, wallpapering, repair work or other construction work;
  - making connections to gas, water, electricity, internet or other infrastructural facilities;
  - measures to prevent or limit damage to, of theft or loss of goods present at or near the workplace;
  - removing equipment, building materials or waste;
  - vertical and horizontal transport.

## **Article 10: Contract extras**

- 10.1. Changes in the work will in any event lead to contract extras if:
- a. it concerns changes in the design, the specifications or the contract documents;
  - b. the information provided by the Customer does not correspond with reality;
  - c. the estimated quantities deviate by more than 5%.
- 10.2. Contract extras are calculated based on the price-determining factors that apply at the time the extra work is performed. The Customer is obliged to pay the price for the contract extras immediately on VAN HALTEREN's request.

## **Article 11: Delivery of the work**

- 11.1. The work is considered to be delivered in the following cases:
- a. once the Customer has approved the work. Approval shall not be unreasonably withheld;
  - b. if the Customer has put the work into operation. If the Customer puts part of the work into operation, then that part is considered to have been delivered;
  - c. if VAN HALTEREN has notified the Customer in writing that the work has been completed, and the Customer fails to inform VAN HALTEREN in writing that the work has not been approved within 10 calendar days of the day of the notification;
  - d. if the Customer does not approve the work on the grounds of minor defects or missing parts that can be repaired or delivered within 20 calendar days and that do not hinder the commissioning of the work.
- 11.2. If the Customer does not approve the work, it is obliged to inform VAN HALTEREN of this in writing, stating the reasons. The Customer must give VAN HALTEREN the opportunity to deliver the work at a later date.
- 11.3. The Customer indemnifies VAN HALTEREN against third-party claims concerning damage to parts of the work not delivered due to the use of parts of the work that have already been delivered.

## **Article 12: Liability**

- 12.1. In the event of an attributable failure, VAN HALTEREN is still obliged to fulfil its contractual obligations.
- 12.2. VAN HALTEREN's total and aggregated liability shall be limited to 15% of the original contract price, or EUR 500.000, whichever is the lowest.
- 12.3. If the contract consists of parts or partial deliveries, this obligation is limited to a maximum of 15% (excluding VAT) of the contract price for that part or that partial delivery.
- 12.4. Neither Party shall be liable to the other Party for any compensation of consequential damages such as, however not limited to, loss of production, loss of profit, loss of use, loss of reputation or for any other consequential or indirect loss whatsoever.
- 12.5. VAN HALTEREN is not obliged to compensate damage to material supplied by or on behalf of the Customer as a result of improper processing.
- 12.6. The Customer indemnifies VAN HALTEREN against all third-party claims due to product liability as a result of a defect in a product that has been delivered by the Customer to a third party and of which the products or materials supplied by VAN HALTEREN are a part. The Customer is obliged to reimburse all the damages suffered by VAN HALTEREN in this respect, including the (full) costs of the defence.

## **Article 13: Implementation of the work**

- 13.1. Upon request, each party is furnishing to the other party a certificate of insurance demonstrating that the furnishing party has one or more policies, from reputable and solvent insurers, of liability, property, casualty and or other insurance coverage with respect to its performance of services under the contract. In the event of damages, the Customer is obliged to report this immediately to its insurer for further processing and settlement.

## **Article 14: Warranty and other claims**

- 14.1. Unless otherwise agreed in writing, VAN HALTEREN warrants the proper execution of the agreed performance for a period of six months after delivery or completion.
- 14.2. If the parties have agreed to deviating warranty conditions, the provisions of this article will remain in full force, unless this conflicts with those deviating warranty conditions.
- 14.3. VAN HALTEREN will determine the manner and time of execution. The Customer must in all cases offer VAN HALTEREN the opportunity to do so. If the agreed performance (also) included the processing of material provided by the Customer, the Customer must supply new material at its own expense and risk.
- 14.4. The Customer is responsible for sending parts or materials that are to be repaired or replaced by VAN HALTEREN to VAN HALTEREN's business location.
- 14.5. The following are for the Customer's account:
- a. all transport or shipping costs;
  - b. costs for dismantling and assembly;
  - c. travels and subsistence expenses and travel time.
- 14.6. VAN HALTEREN is only obliged to implement the warranty if the Customer has fulfilled all its obligations.
- 14.7. The guarantee does not cover defects that are the result of:
- normal wear and tear; improper use;
  - lack of maintenance or maintenance carried out incorrectly;
  - installation, assembly, modification or repairs carried out by the Customer or third parties;
  - faulty or unsuitable goods originating from or prescribed by the Customer;
  - faulty or unsuitable materials or tools used by the Customer.
- No warranty is given for:
- goods delivered that were not new at the time of delivery;
  - inspections and repairs carried out on goods owned by the Customer;
  - parts that are subject to a manufacturer's warranty.
- 14.8. The provisions of paragraphs 3 to 8 of this article 14 apply by analogy to any of the Customer's claims based on breach of contract, non-conformity or any other basis whatsoever.

## **Article 15: Obligation to complain**

- 15.1. The Customer no longer has the right to invoke a defective performance if it has not complained to VAN HALTEREN in writing within fourteen calendar days after it discovered or should reasonably have discovered the defect.
- 15.2. The Customer must have filed complaints about the invoice with VAN HALTEREN in writing and within the payment term, subject to forfeiture of all rights. If the payment term is longer than thirty calendar days, the Customer must have filed its complaint in writing within thirty calendar days of the invoice date at the latest.

## **Article 16: Failure to take possession of goods**

- 16.1. The Customer is obliged to take actual possession of the goods that are the subject of the contract at the agreed location at the end of the delivery or implementation period.
- 16.2. The Customer must cooperate fully and free of charge to enable VAN HALTEREN to deliver the goods.
- 16.3. Goods not taken into possession are stored at the Customer's expense and risk.

## **Article 17: Payment**

- 17.1. Payment is made at VAN HALTEREN's business address or into an account to be designated by VAN HALTEREN.
- 17.2. Unless otherwise agreed, payments must be made within calendar 30 days of the invoice date.
- 17.3. The Customer's right to offset its claims against VAN HALTEREN or to suspend the fulfilment of its obligations is excluded.

- 17.4. If payment is delayed, the Customer will owe interest on that sum to VAN HALTEREN with effect from the day following the day agreed as the final day of payment up to and including the day on which the Customer settles the amount in question. If the parties have not agreed on the final day of payment, the interest is due from 30 days after the sum has become due and payable. The interest is 12% per year, but is equal to the statutory interest if this is higher. For the interest calculation, a part of the month is considered to be a full month. At the end of each year, the amount on which the interest is calculated will be increased by the interest due for that year.
- 17.5. VAN HALTEREN is entitled to offset its debts to the Customer against claims that companies affiliated to VAN HALTEREN have against the Customer. In addition, VAN HALTEREN is entitled to offset its claims to the Customer against debts that companies affiliated to VAN HALTEREN have against the Customer. Furthermore, VAN HALTEREN is entitled to offset its debts to the Customer against claims against companies affiliated to the Customer. 'Affiliated companies' means all companies belonging to the same group, within the meaning of Book 2, Section 24b of the Dutch Civil Code, and a participation within the meaning of Book 2, Section 24c of the Dutch Civil Code.

## **Article 18: Securities**

- 18.1. Irrespective of the agreed payment terms, the Customer is obliged to provide sufficient security for payment immediately on VAN HALTEREN's request and at its discretion. If the Customer does not comply with this provision within the set time limit, it will immediately be in default. In that case, VAN HALTEREN has the right to terminate the contract and to recover its damages from the Customer.

VAN HALTEREN remains the owner of the delivered goods as long as the Customer has not fulfilled its obligations under any contract with VAN HALTEREN or if claims arising from non-fulfilment under the contract, such as damage, penalties, interest and costs, have not been settled.

- 18.2. As long as the delivered goods are subject to retention of title, the Customer may not encumber or dispose of these goods other than in the course of its normal business operations. This provision has effect under property law.
- 18.3. After VAN HALTEREN has invoked its retention of title, it may take back the delivered goods. The Customer will cooperate fully with this.

## **Article 19: Assignment of rights or obligations**

The Customer may not assign or pledge any rights or obligations pursuant to any article in these Terms and Conditions or the underlying contract(s), unless it has the prior written consent of VAN HALTEREN. This provision has effect under property law.

## **Article 20: Cancellation or termination of the contract**

- 20.1. The Customer is not entitled to cancel or terminate the agreement, unless VAN HALTEREN agrees to this. If VAN HALTEREN agrees, the Customer will owe VAN HALTEREN an immediately due and payable compensation equal to the agreed contract price, less the savings for VAN HALTEREN as a result of the termination. The compensation will be at least 20% of the agreed contract price.
- 20.2. If the contract price depends on the actual costs to be incurred by VAN HALTEREN (on a cost-plus basis), the compensation as referred to in the first paragraph of this article is estimated based on the sum of the costs and labour and the profit that VAN HALTEREN would have made for the entire contract.

## **Article 21: Notices**

- 21.1. All notices and other communications given or made pursuant to the contract shall be in writing and shall be deemed effectively given:
- a) upon personal delivery to the party to be notified;
  - b) when sent by electronic mail if sent during normal business hours of the recipient, and if not so confirmed, then on the next business day ;
  - c) five calendar days after having been sent by registered or certified mail, return receipt requested, postage prepaid;
  - d) one calendar day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt.
- 21.2. All communications shall be sent to either party's representative as defined in the contract.
- 21.3. The language for communications under the contract shall be English for non-Dutch parties and Dutch for Dutch parties.

## **Article 22: Export compliance**

- 22.1. In case export licenses shall be required for the works, Customer shall provide VAN HALTEREN, within fourteen (14) calendar days after contract award, an import license and/or end user certificate, as may be required by VAN HALTEREN.
- 22.2. VAN HALTEREN's receipt of such export license from the Dutch official authorities shall be a condition precedent for commencement of the works.
- 22.3. Deliveries and services will only be executed under the provision that their fulfilment complies with national or international export control regulations and does not violate any embargoes or other sanctions. Customer commits itself to supply all necessary information and documents necessary for the export or transfer to other EU member states. Delays due to export control assessments or export control licensing procedures invalidate terms and dates of delivery. When licenses are not granted, or the delivery and service is not licensable, this contract becomes void in respect of the affected parts.
- 22.4. Customer must in case of re-export of the items (hardware and/or software and/or technology and/or corresponding documents, irrespective of the mode of supply) supplied by VAN HALTEREN or services provided by VAN HALTEREN and its subcontractors (including any sort of technical assistance) to third parties at home and abroad comply with all applicable national and international regulations of (re-) export control law.

## **Article 23: Governing law and dispute resolution**

- 23.1 These Terms and Conditions shall be governed by the laws of the Netherlands. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.
- 23.2 All disputes shall be settled under the rules of the competent court of Rotterdam, the Netherlands.