

General Terms and Conditions for Engineering Activities 2022 (EA22)

1. General

These General Terms and Conditions for Engineering Services shall apply in as much as and so far as the parties have made no other written agreements in individual cases. The contract shall be effective only upon Van Halteren Technologies Boxtel B.V.'s (Van Halteren Technologies) written confirmation of order. Any modifications must be implemented by annex to be lawfully signed by both parties.

2. Prices

All prices shall be deemed to be net, in freely available Euros, without any deduction whatsoever. All taxes and duties which are imposed on Van Halteren Technologies as a result of the performance of the engineering services under the contract shall be fully borne by Buyer. These taxes and duties shall not be included in the price for engineering services.

3. Terms of Payment

The total price for the engineering services performed shall be invoiced by Van Halteren Technologies to Buyer in accordance with the payment conditions agreed upon in the contract. Upon Van Halteren Technologies' request, Buyer shall make an advance payment or provide a security (e.g., bank guarantee, letter of credit, etc.) in the amount of the estimated costs. Payment for the engineering services performed shall be made by Buyer net, without any deduction within 30 days after invoicing. If Buyer is overdue with an agreed payment, Van Halteren Technologies shall be entitled to suspend the performance of the engineering services after prior written notification until Buyer fulfils its payment obligations. Buyer shall bear all negative financial consequents resulting therefrom. With effect from the agreed due date, so when Buyer is in default, he owes to the Van Halteren Technologies interest of 1,5% per month or part of a month during which the default continues. If Buyer is overdue with a payment or the establishment of an agreed security for more than two weeks, the entire balance of payment shall be due immediately.

4. Changes

Supplementary services or change requests by Buyer regarding the scope of engineering services will be invoiced separately based on the agreed hourly rate for engineering services, if any.

5. Start of engineering services

The start of engineering services shall be subject to the execution of the agreed advance payment by Buyer, or if so otherwise agreed, the date that the parties designate to be the effective date of contract.

6. Delivery and taking over of engineering services

Delivery shall be regarded as completed on the date of receipt of the engineering documentation specified in the contract. The time schedule in accordance with this contract is preconditioned on the due fulfilment of all contractual obligations by Buyer. In case Buyer doesn't fulfil its payment obligations or any other contractual obligations in time, the time schedule will be adjusted accordingly. Buyer shall notify to Van Halteren Technologies any claims in regard to the engineering documentation within 15 days, or as otherwise agreed from the date of receipt of the engineering documentation, otherwise the delivery of the engineering documentation respectively the engineering services shall be regarded as fully accepted by Buyer. In case of non-conformity of the engineering documentation with the documents to be provided under this contract, Van Halteren Technologies has the right to take remedial steps within a reasonable timeframe to be agreed upon between the parties. In no case shall Buyer be entitled to a price reduction or any other damage or loss in case of non-conformity.

7. Risk of loss and insurance

The benefit and the risk of the engineering documentation shall pass to Buyer with its delivery.

8. Responsibilities of Buyer

Upon request Buyer shall timely provide Van Halteren Technologies with all data and information required for the performance of the engineering services. Any such data shall be regarded as rely upon information, meaning data, information, documents and design that: (a) is specified and listed in the specification (other than the data, information, documents and design specified and listed therein as to be defined or provided by Van Halteren Technologies); or (b) is received by Van Halteren Technologies from the Buyer's representative. After receipt of all data and information Van Halteren Technologies shall check whether all necessary data and documentation were provided and inform Buyer in case additional documents need to be provided. Any costs incurred due to late delivery of data and information false or incomplete information or by subsequent changes of the information shall be borne by Buyer.

9. Force Majeure

Any delays in or failure of performance by Buyer or Van Halteren Technologies, other than payment of money, shall not constitute default hereunder if and to the extent such delays or failures of performance are caused by occurrences which are unforeseen at the time the engineering services were commenced, are unable to prevent and are beyond the control of Buyer or Van Halteren Technologies including but not limited to: acts of God or the public enemy; expropriation or confiscation of facilities; compliance with any order or request of any governmental authority; act of war or rebellion or sabotage or damage resulting therefrom; unavoidable fires, floods, pandemics and related governmental measures, explosions, or accidents; or riots or strikes or other concerted acts of workmen.

10. Representations and warranties

Van Halteren Technologies warrants that it will perform the engineering services in a good and workmanlike fashion and in accordance with the standards of care and diligence normally practiced by recognized engineering firms in performing engineering services of a similar nature for similar projects at the time the engineering services are performed. Van Halteren Technologies makes no warranties relating to the staffing, performance or costs of operation or practical implementation, nor makes any other warranties expressed or implied. All implied warranties, including but not limited to warranties of merchantability and fitness for a particular purpose, are expressly disclaimed and waived, it being acknowledged and agreed that the only warranties afforded hereunder are those expressly set forth in the contract. Van Halteren Technologies shall have no liability for errors or inaccuracies in the engineering documentation attributable to the use of and/or reliance upon data, design criteria, drawings, specifications, reports or other information furnished by Buyer and Van Halteren Technologies does not warrant such process or the design associated therewith. Van Halteren Technologies total aggregate liability in connection with this contract shall in no event exceed 5% of the total price.

11. Title to engineering documentation/ Intellectual Property Right

The engineering documentation prepared by Van Halteren Technologies which is supplied to Buyer in accordance with this contract shall become the property of Buyer. Van Halteren Technologies reserves all intellectual property rights on the engineering documentation and information provided to Buyer, in particular copyright, right of inventions and confidential know-how ("IP-Rights"). Buyer shall not disclose such documents and information received by Van Halteren Technologies to third parties without Van Halteren Technologies' prior written consent. Van Halteren Technologies grants Buyer a non-exclusive license to use the IP-Rights for the purpose the engineering services were rendered only.

12. Consequential damages

If there are no specific mandatory laws to the contrary, in no case whatsoever shall Van Halteren Technologies have any liability in contract, tort (including negligence or breach of statutory duty) misrepresentation, restitution or otherwise arising out of or in connection with the contract for any special, incidental, indirect or consequential losses or any of the following losses, in each case, whether direct, consequential, special, incidental or indirect: loss of profits; loss of revenue; loss of business or contracts; loss of anticipated savings; loss of goodwill or damage to reputation; or loss or corruption of data.

13. Confidentiality

The parties shall treat all information and documentation exchanged under this contract as confidential and make it known or accessible to third parties only to the extent necessary for the performance of the contract. This obligation remains in force for 3 years from the date of signature of contract even when the present contract has been cancelled or withdrawn. If the Parties have agreed and executed a non-disclosure agreement, this agreement will replace this provision of clause 13.

14. Use of Personal Data

In reference to the European General Data Protection Regulation/AVG, the Buyer agrees that Van Halteren Technologies is entitled to process the Buyer's personal data within the scope of the business relationship between the Parties or to transfer the processing of data to a third party in the Netherlands and/or abroad. Furthermore, the Buyer consents in particular to Van Halteren Technologies transmitting the Buyer's personal data to a third party in the Netherlands and/or abroad for the purpose of performing and maintaining the business relationship between the Parties.

15. Jurisdiction/applicable law

Any disputes arising out of or in connection with the contract shall be exclusively settled by the Court of Rotterdam (NL). Dutch Law shall exclusively apply. The United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) (CISG) is explicitly excluded.

June 1, 2022