

## GENERAL TERMS AND CONDITIONS VSPARTICLE

### Article 1: Definitions

1. In this Agreement, unless the context requires otherwise, the following words shall have the following meaning:

Agreement the agreement between the Parties for the supply by VSParticle to the Buyer of Goods and/or Services, comprised of the Order Form and these Conditions and any legal relationship that arises in connection therewith;

Ancillary Documents any documents and information provided by VSParticle that are provided together with or in the Order Form;

Business Day a day other than a Saturday, Sunday or public holiday(s) in the country or countries where Goods or Services are delivered under this Agreement;

Buyer the purchaser of Goods or Services, as indicated on a Order Form;

Conditions these terms and conditions;

Confidential Information any information which is confidential and/or proprietary to a Party, including without limitation, the existence and terms of this Agreement and all technical or commercial business information, know-how, specifications, inventions, processes or initiatives and any other confidential information concerning VSParticle's business, its Goods and Services, whereas information is in any case deemed to be confidential if a Party has been informed by the other Party that that is the case, with the exception of information that is already available in the public domain other than due to a breach of the Buyer's or VSParticle's confidentiality obligations;

Goods the goods, supplies, or items (or any part thereof) provided by VSParticle as set out in the Order Form;

Order Form a purchase order for Goods and/or Services referencing these Conditions that is signed

by the Parties;

Parties the Buyer and VSParticle, including a Party's successors or permitted assignees;

Services the services provided by VSParticle as set out in the Order Form;

VSParticle VSParticle B.V., having its registered office in Delft.

2. In the event of any inconsistency or conflict between the provisions of these Conditions and the Order Form, the provisions of the Order Form will prevail.
3. The application of general purchase conditions or other general or special conditions of Buyer shall not apply to the Agreement and are hereby explicitly rejected by VSParticle.

### Article 2: Formation of agreements

1. Without prejudice to article 2(2), all Order Forms are non-binding until signed in writing by both Parties, unless explicitly stated otherwise. VSParticle shall not be under any obligation towards Buyer until Buyer has accepted or confirmed the Order Form in writing.
2. If the Order Form is not signed in writing by both Parties, the Agreement may be concluded by VSParticle fulfilling a written request of Buyer to execute an Order Form wholly or in part, and/or by VSParticle sending an invoice to the Buyer in relation to Services and/or Goods.
3. Agreements with, promises to or statements by VSParticle's employees shall not be binding between Parties until persons authorised to act on behalf of VSParticle have confirmed them in writing.
4. Ancillary Documents are provided to the best of VSParticle's knowledge, but shall not be binding for VSParticle. VSParticle is at all times authorised to alter Ancillary Documents.

### Article 3: Performance of the Agreement

1. VSParticle will at its sole discretion determine its manner of performance under the Agreement.
2. VSParticle shall perform its obligations under the Agreement to the best of its abilities, in accordance with the requirements of good workmanship.
3. If and insofar as required for adequate performance of VSParticle's obligations under the Agreement, VSParticle reserves the right to have the performance of such obligations under the Agreement be carried out by third-parties.
4. VSParticle is at all times entitled to deliver the Goods in form of partial deliveries. If it has been agreed that the obligations under this Agreement shall be fulfilled in stages by VSParticle, VSParticle

reserves the right to suspend delivery of part of the Goods for a subsequent stage until the Buyer has approved the results of the preceding stage in writing and performed all its obligations under the Agreement.

#### Article 4: Obligations of Buyer

1. Buyer shall provide VSParticle with:
  - a. all required information, as well as amendments thereto, in the form and manner that VSParticle indicates; and
  - b. all resources and facilities, which are available and correctly functioning at all times,that are necessary for the execution and performance of the Agreement, or which the Buyer is reasonably expected to understand that is required on the commencement date and during the execution and performance of the Agreement. If the Buyer does not provide the required information and/or resources and facilities on time or in full, VSParticle reserves the right to suspend execution and performance of its obligations under the Agreement and/or to charge Buyer with extra costs incurred as a result of the delay.
2. Buyer guarantees the accuracy, completeness and reliability of the information, resources and facilities mentioned in Article 4(1) of these Conditions. VSParticle cannot be held liable for damages or losses of any nature whatsoever caused by VSParticle's use of incorrect and/or incomplete information or not adequately functioning resources and/or facilities that are provided by Buyer.
3. If VSParticle or third parties engaged by VSParticle in the context of the Agreement carry out work at the Buyer's location or a location indicated by the Buyer, the Buyer shall provide those employees, free of charge, with the facilities and equipment that can reasonably be required by those employees. The Buyer will ensure that these employees work in a workplace that is in accordance with the applicable legal provisions on working conditions. If these facilities and equipment are not provided, VSParticle reserves the right to suspend execution or performance of the Agreement and/or to charge the Buyer with extra costs incurred as a result of the delay.

#### Article 5: Payment

1. All prices stated in the Agreement are in Euros, excluding value added tax ("VAT") and other tax and premiums imposed by public authorities, unless Parties have explicitly agreed otherwise.
2. If no price for Services and/or Goods is stipulated in the Agreement, that price will be determined by VSParticle at its sole discretion, which price will be in accordance with the general rates of VSParticle

applicable at the moment the Agreement is executed, unless Parties explicitly agree otherwise.

3. After execution of the Agreement or after an Order Form has been provided to Buyer, VSParticle is entitled to adjust the agreed price if required due to alterations of one of the factors that determine such price, such as purchase prices, salary costs, (energy) surcharges, taxes, exchange rates and suchlike. VSParticle will notify the Buyer of the price adjustment in writing as soon as possible.

#### Article 6: Payment terms

1. VSParticle is at all times authorised to request the Buyer to submit further security for payment before starting or continuing the execution of an Agreement, such as a bank guarantee or deposit, to which requests Buyer shall cooperate.
2. VSParticle will send an invoice for the fees due to Buyer after the Order Form has been signed by Buyer and returned to VSParticle.
3. Unless agreed upon otherwise in writing, the Buyer shall pay the price and the other amounts payable pursuant to the Agreement within fourteen (14) days after the invoice date, without being entitled to any discount, set off or suspension. Unless agreed upon otherwise in writing, payable amounts shall be paid to the bank account specified in the Order Form. The date of the credit entry on VSParticle's bank account shall be deemed to be the date of payment.
4. If any Goods or Services are provided under the Agreement which provision is subject to VAT, the Buyer shall, on receipt of a VAT invoice from VSParticle, pay to VSParticle the VAT due with respect to the supply of the Goods and/or Services at the same time as payment is due for those Goods and/or Services.
5. If the Buyer has not paid the amounts due within the time period stipulated in Article 6(3) of the Conditions or the time period otherwise agreed upon by Parties in writing, VSParticle is entitled to suspend the fulfilment of its obligations under the Agreement and Buyer shall be in default without any further notice of default being required. At such time the Buyer is liable to pay one-and-a-half percent (1.5%) interest per month or part thereof on the outstanding amount as of the time at which the payment term is exceeded until such amount is paid.
6. Payments made by the Buyer shall firstly constitute a payment of all the payable interest and costs, and subsequently of the payable invoices which have been outstanding for the longest period of time, even if the Buyer states that the payment is for an invoice of a later date.

#### Article 7: Delivery of Goods and Services

1. A term indicated by VSParticle within which one or more Goods will be delivered serves only as an

indication, unless it is stated explicitly and in writing that it concerns a strict deadline.

2. VSParticle shall provide the Services from the date set out in the Order Form for the duration as is stated in the Order Form.
3. VSParticle's performance of an obligation to meet an agreed strict deadline with regard to Goods and/or Services may be suspended by VSParticle if the Buyer fails to fulfil any of its obligations arising from the Agreement and/or fails to do that which is reasonably necessary or desirable to enable delivery and/or performance by VSParticle.
4. Except if caused due to gross negligence (*grove schuld*) or wilful intent (*opzet*) of VSParticle, exceeding an agreed strict deadline with regard to Goods and/or Services by VSParticle shall not entitle the Buyer to full or partial dissolution (*ontbinding*) of the Agreement, nor entitle the Buyer to any form of compensation whatsoever.

#### Article 8: Delivery method, transport

1. Unless agreed upon otherwise, the delivery of the Goods shall take place at VSParticle's place of business. Parties may also agree otherwise in writing to have the Goods delivered at an address of the Buyer's choice. The Buyer shall in any case cooperate fully with the delivery of the Goods.
2. Delivery of the Goods shall be completed on the completion of unloading of the Goods at the location described in Article 8(1), or if the Buyer collects the Goods pursuant to Article 8(1).
3. In the event that Parties agree that the Goods are delivered at an address of the Buyer's choice, this transport shall be for the Buyer's account, unless free delivery (*franco levering*) has been agreed. VSParticle may at its sole discretion decide on the carrier and transport method, which method will be determined at the best of its knowledge and ability, without bearing any responsibility for this. The Buyer shall at all times bear the risk with regard to the Goods during transport, unless explicitly agreed upon otherwise in writing, without prejudice to article 8(7).
4. Where applicable, VSParticle may deliver the Goods to the Buyer in batches. If the Goods are delivered in batches, VSParticle is entitled to invoice for each batch separately.
5. The Buyer shall be deemed to be in default without notice being required if:
  - a. it fails to timely collect the Goods to be delivered from VSParticle's place of business after receiving notice of VSParticle that the Goods may be collected; or
  - b. if Parties agree that the Goods are delivered at an address of the Buyer's choice, the Buyer refuses to accept the Goods that are delivered at that address.

6. All risk, including but not limited to risk of loss, theft, misappropriation of or damage to the Goods shall pass to the Buyer upon completion of the delivery thereof, however if the Goods are delivered to an address of the Buyer's choice pursuant to article 8(3), the risk shall pass to the Buyer upon commencement of the transport to the Buyer's address. If the Buyer is not willing or capable of receiving the Goods or having them received on the agreed delivery date of the Goods, the Goods will be considered to be delivered and VSParticle may store and insure them for a reasonable term for the Buyer's risk and account, until such time that the Buyer collects these Goods. In such an instance, the Buyer shall provide sufficient security for the storage and insurance costs.

#### Article 9: Retention of title

1. Any Goods delivered to the Buyer shall remain VSParticle's property (*eigendom*) until the Buyer has fully fulfilled (i) all of its obligations towards VSParticle with regard to the Goods delivered as stipulated in the Agreement including but not limited to payment in full of the price for the Goods as stipulated in the Order Form, as well as (ii) any obligations of the Buyer with regard to VSParticle's claims arising from the Buyer's failure to act in accordance with the Agreements, if any.
2. If the Buyer fails to fulfil its obligations as stipulated under Article 9(1), or fails to perform these obligations in full and/or in a timely manner, VSParticle has the right to reclaim the delivered Goods and into its possession at its own authority, without any notice of default or judicial intervention being required and without prejudice to VSParticle's other rights. The Buyer will compensate VSParticle for any costs made by VSParticle and damages suffered by VSParticle in relation to this.
3. The Buyer is not authorised to dispose of, alienate, pledge or transfer the ownership of the Goods that are VSParticle's property (*eigendom*) on the basis of this Article 9. If those Goods are stored at the Buyer's premises, the Buyer shall handle the Goods with due care and maintain them properly, and insure them against risks of damage, loss and destruction.
4. If the Goods of which the ownership is still vested in VSParticle, are re-sold by Buyer to third parties and these third parties have not or not fully paid the payable purchase price, the Buyer shall, promptly upon VSParticle's first request, pledge the claims of the Buyer with regard to that third party to VSParticle by means of a public pledge (*pandrecht*), such on a penalty amounting to € 5,000 (five thousand euros) for each day the Buyer fails to vest this right of pledge.

#### Article 10: Obligations regarding leased Goods

1. If the Buyer and VSParticle agree upon a lease with regard to Goods, whereby the Buyer is considered

the lessee and VSParticle the lessor of those Goods (a "**Lease**"), the Buyer is obliged:

- a. to treat the leased Goods with due care;
  - b. to insure them against the risks of damage, loss and destruction; and
  - c. if agreed upon with VSParticle, to maintain the leased Goods.
2. If it is agreed between the Buyer and VSParticle that VSParticle shall provide Services with regard to the leased Goods (such as example Services concerning assembly, maintenance or repair), the Buyer is obliged to allow VSParticle to carry out these Services and the Buyer will cooperate in this regard.
3. The Buyer is not entitled to lend out, to lease, to pledge or otherwise cede use of the leased Goods to a third party without VSParticle's prior written consent.
4. If the Lease Agreement ends due to termination by VSParticle or otherwise, the Buyer is obliged to return the leased Goods to VSParticle, cleaned and in their original condition (subject to wear and tear), immediately upon VSParticle's first request. If the Buyer does not meet this request of VSParticle after receiving a notice of VSParticle, the Buyer forfeits an immediately payable penalty of € 1.000 (one thousand euros) for each day that the Buyer does not meet its obligations. If the Buyer does not deliver the leased Goods cleaned and/or in their original condition (subject to wear and tear), the Buyer will compensate VSParticle fully for any damages and costs incurred in relation thereto.

#### Article 11: Complaints

1. At the moment of delivery of the Goods – or as soon as possible thereafter – the Buyer shall examine the Goods, in order to ascertain:
  - a. if the correct Goods have been delivered; and
  - b. if the delivered Goods meet the quality requirements agreed between Parties, or, if no quality requirements were agreed upon between Parties, if the delivered Goods meet the requirements for normal use.

In case a visible defect or deficiency is found, the Buyer will notify VSParticle of this by registered letter within five (5) Business Days after delivery of the Goods. If a non-visible defect or deficiency is found, the Buyer will notify VSParticle of this by registered letter as soon as possible, however in any case not later than five (5) Business Days after the defect was discovered by the Buyer. If the Buyer does not notify VSParticle within the time period stipulated in this Article 11(1), VSParticle is not liable or responsible for those defects.
2. The Buyer shall not be entitled to make any claims with regard to complaints towards VSParticle, as long as the Buyer has failed to fulfil any of its

obligations towards VSParticle arising from the Agreement.

3. Complaints regarding VSParticle's performance of the Agreement shall not affect the rights and obligations of the Parties with regard to agreements performed at an earlier time, and agreements yet to be performed.

#### Article 12: Liability

1. In no event shall VSParticle be liable for:
  - a. any damages, unless for damages arising from wilful intent (*opzet*) or gross negligence (*grove schuld*);
  - b. any indirect damage incurred by Buyer, such as damage resulting from a stop, delay or fault in the operation of a business;
  - c. any other consequential damage incurred by the Buyer;
  - d. any damages or costs arising from an alleged infringement of any third-party intellectual property rights, which infringement is the result of the use of information that is provided by or on behalf of the Buyer, or that is the result of use of the Goods and/or Services that is not permitted pursuant to the Agreement and local laws; and
  - e. any damages or costs, including environmental damage, incurred by the Buyer or third parties, which damage or costs arise from the use of products made by using the Goods and/or Services;

howsoever arising out of the Agreement, to the fullest extent permitted by law.

2. VSParticle will in any event not be liable for any use of the Goods and/or the Services by the Buyer.
3. VSParticle disclaims any implied warranties of merchantability, fitness for a particular purpose, non-infringements, reliability, correctness and accuracy. VSParticle does not warrant that the Goods and/or Services will be error-free or operate without interruptions or downtime, and/or that the results obtained from the Goods and/or Services will meet Buyer's needs.
4. Any liability of VSParticle towards the Buyer in connection with the Agreement shall at all times be limited to the amount that the Buyer has paid or will have to pay to VSParticle pursuant to the Agreement at the time of its claim.
5. Nothing in this Article 12 shall limit or exclude the liability of a Party for damages arising from wilful intent (*opzet*) or gross negligence (*grove schuld*).
6. The Buyer is responsible for determining whether the Goods are legally admissible and usable for the use intended by the Buyer. If Goods that are (to be) delivered in the Netherlands are to be used outside

of the Netherlands, VSParticle is not responsible or liable for and does not warrant that the Goods will meet the requirements, standards and/or regulations prescribed by the applicable laws and regulations in the country where the Goods are to be used.

7. The Buyer indemnifies VSParticle and keeps VSParticle indemnified against any damages and costs resulting from third-party claims that are based on:
  - a. acts or omissions of the Buyer under the Agreement, including acts of the Buyer that are in breach of the Agreement; and
  - b. an alleged infringement of third party intellectual property rights whereby the infringement is the result of the use of information that is provided by or on behalf of the Buyer or is the result of use of the Goods that is not permitted pursuant to the Agreement and local laws.

#### Article 13: Confidentiality

Each Party is obliged to protect the confidentiality of all Confidential Information that they obtain from each other or from other sources in the context of the Agreement. Confidential Information of a Party will not be disclosed to any third party without prior written permission of the other Party. Article 13 is not applicable if and insofar as:

- a. A Party is obliged by law to disclose such information, in which event any Party so obliged shall consult with the other Party about how this will be effected; or
- b. A Party has obtained the other Party's prior written consent for disclosure.

#### Article 14: Intellectual Property

1. Any and all (registered and unregistered) intellectual property rights, including without limitation, patents, trademark rights, design rights, copyrights (including copyrights in software), database rights, domain names, and know-how / trade secrets (including without limitation confidential commercial and technical information), and all other similar rights existing anywhere in the world, and all applications thereto, rights to applications, and rights granted upon applications, relating to the Goods and/or Services and the application or use thereof and in any other information provided under the Agreement ("**VSParticle IP**") shall remain with VSParticle. Nothing in this Agreement can be construed as a transfer of VSParticle IP to the Buyer, unless otherwise specified in writing. Any copying, reproduction, modification, redistribution, improvement, use, sale or development of the Goods or other products or information relating to the VSParticle IP is expressly prohibited without prior written permission of VSParticle, unless otherwise specified in the Agreement.

2. All reports, recommendations, contracts, designs, sketches, drawings, software, etcetera issued by VSParticle are exclusively designated for the Buyer's use and the Buyer may not, without prior permission of VSParticle, reproduce them, publicise them or communicate them to third parties in any way, unless otherwise agreed by Parties.

3. Buyer grants VSParticle the right to use information received through the work executed under the Agreement for other purposes, provided that doing so does not result in Confidential Information of the Buyer being disclosed to third parties.

#### Article 15: Non-takeover of personnel

During the term of the Agreement and for a period of six months following its termination the Buyer will refrain from employing or otherwise making use of the Goods and/or Services, directly or indirectly, of employees of VSParticle or of companies engaged by VSParticle for the implementation of the Agreement or which are or have been involved in the implementation of the Agreement other than following proper consultation on that subject with VSParticle. In case of violation of the aforementioned (whereas each individual transaction or act is considered a violation) the Buyer owes to VSParticle an immediately payable penalty of € 25.000 (twenty-five thousand euros) per violation and € 1.000 (one thousand euros) for each day that this violation continues, without prejudice to the right of VSParticle to, at any time, instead of aforementioned penalty, claim compensation for the damage incurred and without prejudice to the right of VSParticle to, at any time, demand compliance.

#### Article 16: Termination, Dissolution (*ontbinding*)

1. A Party may terminate the Agreement with immediate effect, if the Buyer is adjudicated bankrupt, applies for a suspension of payments, is placed under tutelage, discontinues or transfers its business or otherwise terminates or suspends its business activities, enters liquidation, the Buyer's products (or part thereof) are seized, or in the event of the death of the owner and/or dissolution of the legal entity of the Buyer, without notice being required.
2. VSParticle may terminate the Agreement with immediate effect with respect of the supply of Services, by giving the Buyer a thirty (30) days written notice without payment of any compensation or damages to the Buyer.
3. VSParticle shall have the right to dissolve (*ontbinden*) any Agreements with the Buyer, without any notice of default or judicial intervention required, or to suspend its execution under the Agreement, at VSParticle's discretion, if:
  - a. the Buyer acts in breach of the Agreement and such breach has not been cured within the period of time as stipulated in a written notice of default of VSParticle,

- b. the Buyer is adjudicated bankrupt, applies for a suspension of payments, is placed under tutelage, discontinues or transfers its business or otherwise terminates or suspends its business activities, enters liquidation, the Buyer's products (or part thereof) are seized, or in the event of the death of the owner and/or dissolution of the legal entity of the Buyer, without prejudice to the rights of VSParticle to claim damages due to such dissolution or suspension.
- 4. Buyer hereby waives, to the extent permitted by law, the right to partially or wholly dissolve (*ontbinden*) or partially or wholly nullify (*vernietigen*) any Agreements with VSParticle.
- 5. In the event of the aforementioned dissolution or suspension, all claims of VSParticle on the Buyer shall be immediately payable.
- 6. In the event of the aforementioned dissolution, the Buyer shall purchase the Goods that are or were processed up to the time of the dissolution against payment, upon VSParticle's demand. If the Buyer fails to fulfil this obligation, VSParticle shall have the right to store the Goods and/or sell them in a manner to be determined by VSParticle, at VSParticle's discretion. The costs of the storage of the Goods shall be for the Buyer's account. The proceeds of the sale shall be deducted from the amount the Buyer owes VSParticle.

Article 17: Force majeure

In the event VSParticle cannot perform its obligations under the Agreement due to an event of force majeure, VSParticle can decide to (partially) postpone the performance of the Agreement, alter the Agreement's substance or dissolve the Agreement, without having to compensate any damage the Buyer incurs as a consequence. In the event of dissolution (*ontbinding*), VSParticle shall have the right to be paid for any activities it has executed until the time of the dissolution. For the purpose of the Agreement, the term force majeure shall be taken to mean any circumstance that is beyond VSParticle's control, whether or not foreseeable, preventing the execution of the Agreement or part thereof, or hampering it to such an extent that performance under the Agreement cannot reasonably be expected from VSParticle.

Article 18: Full agreement

The Agreement constitutes the entire agreement and understanding of the Parties with respect to its subject matter and replaces and supersedes all prior agreements, arrangements, undertakings or statements regarding such subject matter.

Article 19: Transfer of rights and obligations

The Buyer is not entitled to partially or fully transfer the rights and obligations following from Agreements to third-parties, unless with the prior written approval of VSParticle.

Article 20: Severability

If a competent court finds in a final and conclusive judgement (*res judicata*) any term or provision of the Agreement unenforceable or invalid in whole or part, Parties shall be deemed to have agreed upon a valid stipulation in its place, which is as close to the invalid stipulation in purpose and meaning as possible, and shall not affect the validity of the other stipulations of the Agreement.

Article 21: Amendments

Any variation of an Agreement, including the introduction of any additional terms and conditions, is not valid unless and until it is in writing and has been signed by or on behalf of the Parties. VSParticle is however entitled to amend these Conditions without permission of the Buyer.

Article 22: No Waiver

A single or partial exercise of any right or remedy under this Agreement by VSParticle shall not preclude any other or further exercise of that right or remedy or the exercise of any other right or remedy. A waiver of any breach of this Agreement by VSParticle shall not be deemed to be a waiver of any subsequent breach.

Article 23: Costs

Any costs VSParticle will have to incur, to its discretion, for the maintenance or exercise of its rights towards the Buyer, in as well as out of court, shall be for the Buyer's account. These costs are fixed in advance on at least € 1.000 (one thousand euros) or on an amount equal to at least 15% (fifteen percent) of the amount that the Buyer owes or has paid to VSParticle under the Agreement, whatever amount is the highest.

Article 24: Disputes

A dispute shall be deemed to exist if either Party declares this. Any disputes arising from the Agreement between VSParticle and the Buyer, and/or from further agreements concluded between them, shall be submitted exclusively to the competent District Court in The Hague, the Netherlands, notwithstanding the right of appeal.

Article 25: Applicable law

Any Agreement between VSParticle and the Buyer shall be governed exclusively by Dutch law. The provisions of the Vienna Sales Convention are explicitly excluded.