

## **General Terms and Conditions of KeyTec Netherlands B.V.**

The private company KeyTec Netherlands B.V. is registered with the Chamber of Commerce under number 17129506 and is established at Rijksweg Noord 281, 6136 AC in Sittard.

### **Article 1 - Terms**

1. In the present General Terms and Conditions, the following terms are used in the sense given below, unless explicitly indicated otherwise. Furthermore KeyTec Netherlands B.V. hereinafter will be referred to as „KeyTec“.
2. Offer: any offer or quotation to the Client for the supply of Products and/or the performance of Services and/or Work by KeyTec
3. Services: The services that KeyTec offers are advice regarding the manufacturability of products.
4. KeyTec: The contractor and/or service provider who has the work carried out independently or by others under their supervision.
5. Client: the natural or legal person who acts in their capacity as a professional or company that has appointed KeyTec, has granted projects to KeyTec for Services performed by KeyTec, or who has made a proposal to KeyTec under an Agreement.
6. The Agreement, under which KeyTec undertakes towards the Client to establish and deliver a work of a material nature outside employment, as well as proposals from KeyTec for Services provided to the Client by KeyTec, which are accepted by the Client and have been accepted and performed by KeyTec, with which these General Terms and Conditions form an indissoluble whole.
7. Products: All products offered by KeyTec
8. Work: The Work that KeyTec offers are all Work that coincide with the manufacture of plastic injection moulded products, tool-related metal products and (sub)assemblies.

### **Article 2- Applicability**

1. These General Terms and Conditions apply to every Offer from KeyTec, every Agreement between KeyTec and the Client and to every Service offered by KeyTec
2. Before a (distance) Agreement is concluded, the Client will be provided with these General Terms and Conditions. If this is not reasonably possible, KeyTec will indicate to the Client how the Client can view the General Terms and Conditions.
3. Deviation from these General Terms and Conditions is not possible. In exceptional situations, the General Terms and Conditions can be deviated from in so far as this has been explicitly agreed in writing with KeyTec
4. These General Terms and Conditions also apply to additional, amended and follow-up orders from the Client.
5. The Client's general terms and conditions are excluded.
6. If one or more provisions of these General Terms and Conditions are partially or wholly invalid or are annulled, the other provisions of these General Terms and Conditions will remain in force and the invalid/voided provision(s) will be replaced by a provision with the same meaning as the original provision.
6. Ambiguities about the content, explanation or situations that are not regulated in these General Terms and Conditions should be assessed and explained in the spirit of these General Terms and Conditions.
7. If these General Terms and Conditions refer to she/her/hers, this should also be understood as a reference to he/him/his, if and in so far as applicable.
9. In the event that KeyTec has not always demanded compliance with these General Terms and Conditions, it retains its right to demand full or partial compliance with these General Terms and Conditions.

### **Article 3 The Offer**

1. All offers made by KeyTec are without obligation, unless explicitly stated otherwise in writing. If the Offer is limited or valid under specific conditions, this will be explicitly stated in the Offer.
2. KeyTec is only bound by an Offer if it is confirmed in writing by the Client within 3 months. Nevertheless, KeyTec has the right to refuse an Agreement with a (potential) Client for a reason valid for KeyTec
3. The Offer contains a description of the Services and/or Work offered. The description is sufficiently specified so that the Client is able to make a proper assessment of the Offer. Any images and specific data in the Offer are only an indication and cannot be grounds for any compensation or termination of the Agreement.
4. If the Offer is based on information provided by the Client and this information proves to be incomplete and/or incorrect or if this information is subsequently changed, KeyTec is entitled to amend the rates, delivery periods and/or prices stated in the Offer. The Client is obliged to accept the changed circumstances and to meet the payment obligations set.
5. Offers or quotations do not automatically apply to follow-up orders or repeat orders.
6. Delivery times in KeyTec's Offer are in principle indicative and, if exceeded, do not entitle the Client to termination or compensation, unless expressly agreed otherwise.
7. A composite quotation does not oblige KeyTec to deliver part of the goods included in the Offer or quotation at a corresponding part of the stated price.

#### **Article 4 - Conclusion of the Agreement**

1. The Agreement is concluded at the moment that the Client has accepted an Offer or Agreement from KeyTec by returning a signed copy (scanned or original) to KeyTec, or accepts the Offer explicitly and unambiguously by email.
2. KeyTec has the right to revoke the (signed) Agreement within 2 working days after receipt of the acceptance.
3. KeyTec is not bound to an Offer if the Client could reasonably have expected, could have understood or should have understood that the Offer contains an obvious mistake or error. The Client cannot derive any rights from this mistake or error.
4. If the Client cancels an already confirmed order, the costs already incurred (including the time spent) will be charged to the Client.
5. Any Agreement entered into with KeyTec or a project awarded by the Client to KeyTec rests with the company and not with an individual person associated with KeyTec
6. An Offer is only valid if it is made in writing by KeyTec to the Client. The Offer will lapse if the Product or the Work to which the quotation relates has become unavailable in the meantime.
7. The product price of the Offer is only an indication and is based on a material price at that time; if the material price deviates by more than 3% at a later date, KeyTec has the right to adjust the price of the Product accordingly. An overview of the material price can be given at the request of the Client.
8. The right of withdrawal is excluded.
9. If the Agreement is entered into by several Clients, each Client is individually jointly and severally liable for the fulfilment of all obligations ensuing from the Agreement.

#### **Article 5 - Duration of the Agreement**

1. The Agreement is entered into for the duration as stated on the Offer.
2. Both the Client and KeyTec can dissolve the Agreement on the grounds of an attributable shortcoming in the fulfilment of the Agreement if the other party has been given notice of default in writing and has been given a reasonable period to fulfil their obligations and they still fail to properly fulfil their obligations. This also includes the payment and cooperation obligations of the Client.
3. The dissolution of the Agreement does not affect the Client's payment obligations in so far as KeyTec has already performed work or delivered services at the time of the dissolution. The Client must pay the agreed fee.
4. The Client is entitled at all times to terminate the Agreement in whole or in part. If the performance of the Agreement has already commenced and the Client terminates the Agreement, the Client will owe compensation for the actual costs incurred up to that time, upon delivery by KeyTec of the work already completed. The actual costs incurred are calculated on the basis of the costs incurred, the work performed and the profit that KeyTec would have made over the entire work.
5. Both the Client and KeyTec can terminate the Agreement in full or in part in writing with immediate effect without further notice of default if one of the parties has applied for a suspension of payment, bankruptcy or the company in question ends by liquidation. If a situation as mentioned above occurs, KeyTec is never obliged to refund any money already received and/or compensation.
6. The Client is liable to third parties and itself for the consequences of the cancellation of the Agreement and indemnifies KeyTec for the resulting claims of these third parties.

#### **Article 6 - Cancellation of the Agreement**

1. If the Client cancels, they will owe compensation. This is based on lost earnings based on industry averages. The compensation is made up of the gross profit margin (fixed and variable costs, profit mark-up), less variable costs that have not been incurred, such as delivery costs. The compensation amounts to 100% of the material costs incurred and the costs incurred for producing the Product.
2. The compensation referred to in paragraph 1 is fixed, unless KeyTec can prove that its damages are greater, or the Client can demonstrate that the damages are smaller.
3. A cancellation is preferably made in writing. In the event of an oral cancellation, KeyTec will confirm this in writing.

#### **Article 7 - Product Development**

1. Before KeyTec commences its work, KeyTec will receive a design from the Client.
2. If agreement has been reached on the design of the Products to be delivered, KeyTec will purchase this material especially for this project. Based on lead times of material and minimum order quantity of the material, KeyTec will order a certain amount of material. The Client is liable for this material.

#### **Article 8 - Execution of Work**

1. KeyTec will endeavour to execute the Agreement with the greatest possible care as may be required from a good Contractor. All Work is executed on the basis of a best efforts obligation, unless an explicit and written result has been agreed which has been described in detail. Under no circumstances does KeyTec guarantee that the Work performed and/or the goods it supplies are suitable for the purpose intended by the Client.
2. In the execution of the Work, KeyTec is not obliged or obliged to follow the instructions of the Client if this changes the content or scope of the agreed Work. If the instructions provide additional work for KeyTec, the Client is obliged to reimburse the additional costs accordingly. All instructions, directions, advice and more are deemed to have been made

under the express approval of the Client if these have been done by employees, subordinates and/or third parties engaged by the Client. Damage as a result of the unauthorised or outside the scope of these instructions, etc. is entirely at the expense and risk of the Client.

3. If the Work is suspended at the request of the Client, the Client is obliged to pay the immediately due and payable compensation of the Work already performed and costs incurred at that time, at KeyTec's first request. In addition, KeyTec is entitled to charge the Client for any costs arising from the suspension (this also includes reserved hours).

4. If the execution of the Agreement cannot be resumed after the suspension period, KeyTec is entitled to immediately dissolve the Agreement without judicial intervention by means of a written statement to the Client. In the event the performance of the Agreement is resumed, the Client is obliged to pay all the costs of KeyTec arising from this resumption in full.

5. The Client is obliged to ensure that:

- a) All information, data and documents (including specifications, drawings, overviews and other relevant documents required for the performance of the Agreement) are made available to KeyTec in the format desired by KeyTec;
- b) KeyTec will have access on the agreed dates and times to the work location, which must meet the applicable legal (safety) requirements and working conditions (whether or not in accordance with the Working Conditions Act). Failing this, KeyTec is entitled to suspend its Work as long as this is not complied with, without being obliged to compensate for any damages (due to delay).
- c) The third parties engaged by the Client carry out their Work and/or deliveries in such a way that KeyTec will not experience any delays or obstacles in the execution of the Agreement or Work;
- d) KeyTec has timely access to sufficient storage of materials and/or resources;
- e) KeyTec can carry out its Work undisturbed at the agreed time.
- f) KeyTec has connection for internet, electricity, gas and water at the work location. The Client must reimburse the costs of this. Lost working hours as a result of water, gas or power failure are at the expense of the Client;
- g) The work location must (if possible) have a suitable space where tools, machines, materials and more of KeyTec can be stored preventing damage or theft of these items. The Client bears the risk and is liable for damage to and theft or loss of goods of the Contractor KeyTec, the Client and third parties, such as tools, material or equipment intended for the Work or used for the Work, located at or near the place where the Work is to be carried out or at another agreed location.

6. Notwithstanding the provisions of this Article, the Client is obliged to take out adequate insurance against the risks referred to in this Article. In addition, the Client must take out insurance for the risk of work damage with regard to the equipment to be used. On request, the Client must send a copy of the relevant insurance(s) and proof of payment of the premium to KeyTec. In the event of damage, the Client is obliged to report this immediately to their insurer for further processing and settlement.

7. If the Client does not meet the obligations referred to in this Article on time, KeyTec is entitled to suspend the performance of the Agreement until the Client has fulfilled their obligations. The costs associated with the delay incurred and/or the costs of performing additional Work or other consequences arising from this are at the expense and risk of the Client.

8. If the Client fails to fulfil their obligations and KeyTec fails to demand fulfilment from the Client, this does not affect the right of KeyTec to still demand compliance at a later date.

9. The execution of the Work is based on the information provided by the Client. If the information needs to be changed, this may have consequences for any established schedule. KeyTec is never liable for adjusting the schedule. If the commencement, progress or delivery of the Work is delayed because, for example, the Client has not provided all information requested, or has not supplied it in time or in the desired format, does not cooperate sufficiently, or any advance has not been received by KeyTec in time or are delayed due to other circumstances, which are at the expense and risk of the Client, KeyTec is entitled to a reasonable extension of the delivery period. All damages and additional costs as a result of delay due to a cause as mentioned above are at the expense and risk of the Client.

#### **Article 9 - Delivery or Completion**

1. If the commencement, progress, delivery or completion of the Work is delayed because, for example, the Client has not provided all information requested, or has not supplied it in time or in the desired format, does not cooperate sufficiently, or any advance has not been received by KeyTec in time or are delayed due to other circumstances, which are at the expense and risk of the Client, KeyTec is entitled to a reasonable extension of the delivery period. Any agreed delivery times are never final deadlines. The Client must give KeyTec written notice of default. Under no circumstances are any times considered final deadlines.

2. All damages and additional costs as a result of delay due to a cause mentioned in paragraph 1 are at the expense and risk of the Client and can be charged to the Client by KeyTec

3. Shipment and/or transport of the ordered goods takes place in the manner as determined by the supplier of KeyTec, but is at the expense and risk of the Client. From the moment of delivery to the agreed place, the delivered item is at the expense and risk of the Client. The Client is obliged to fully cooperate with the delivery at the first request of KeyTec. The acceptance of goods from KeyTec by the Client is proof that the goods have been received in good condition, unless any damage is expressly noted on the receipt. Items not accepted are stored at the expense and risk of the Client.

4. If the provisions of paragraph 1 of this Article are breached, the Client will owe KeyTec a fine of EUR 250.00 per day up to a maximum of € EUR 25,000.00 per day after notice of default. This fine may be claimed in addition to compensation under the law.
5. KeyTec may use a phased implementation, requiring the approval from the Client. Without such approval, KeyTec is entitled to suspend the execution of the Agreement until the Client has given their approval. The deadline for approval is 14 calendar days, unless explicitly agreed otherwise in writing. If the Client has not given approval within this period, the Client will be deemed to have tacitly agreed to the Work delivered.
6. KeyTec makes an effort to carry out the Work within the agreed term, in so far as this can reasonably be expected of it.
7. Working days mean all (workable) calendar days with the exception of recognised national holidays and weekends.
8. The Client has an independent responsibility for the management, use and maintenance of the items made and/or delivered or completed by KeyTec

#### **Article 10 - Delivery of Products**

1. The place of delivery is the business address of KeyTec, unless agreed otherwise (in writing).
2. If the commencement, progress, delivery or completion of the Agreement is delayed because, for example, the Client has not supplied or has not supplied on time all the information requested, does not cooperate sufficiently, the payment or advance payment has not been received by KeyTec in time or other circumstances beyond the control of KeyTec, KeyTec is entitled to a reasonable extension of the delivery period. Any agreed delivery times are never final deadlines. The Client must give KeyTec notice of default in writing and give it a reasonable term in order to be able to deliver. The Client is not entitled to any compensation due to the delay.
3. The Client is obliged to take delivery of the goods at the time that they are made available to them in accordance with the Agreement, even if these are offered to them earlier or later than agreed.
4. If the Client refuses to take delivery or fails to provide information or instructions that are necessary for the delivery, KeyTec is entitled to store the goods at the expense and risk of the Client.
5. If the Products are delivered by KeyTec or an external carrier, KeyTec is entitled, unless agreed otherwise in writing, to charge any delivery costs. These will then be invoiced separately unless expressly agreed otherwise.
6. If KeyTec requires information from the Client in the context of the execution of the Agreement, the delivery time will only commence after the Client has made all information necessary for the implementation available to KeyTec
7. If KeyTec has specified a term for delivery, this is indicative. For delivery outside the Netherlands, longer delivery times apply.
8. KeyTec is entitled to deliver the goods in parts unless this has been deviated from in the Agreement or if no independent value can be attributed to the partial delivery. KeyTec is entitled to invoice the delivered items separately.

#### **Article 11 - Transport and Packaging**

1. KeyTec undertakes towards the Client to properly package the goods to be delivered and to secure them in such a way that they reach their destination in good condition under normal use.
2. Unless otherwise agreed in writing, all deliveries are subject to taxes, including turnover tax (VAT), exclusive of packaging and packaging materials.
3. Acceptance of goods without remarks on the waybill or the receipt will be considered proof that the packaging was in good condition at the time of delivery.
4. The risk of loss or damage to the products that are the subject of the Agreement is transferred to the Client when the goods are placed at their disposal.

#### **Article 12 – Client Obligations**

1. The Client is obliged to provide all information requested by KeyTec as well as relevant attachments and related information and data in a timely manner and/or before commencement of the work and in the desired format for the purpose of a correct and efficient implementation of the Agreement. Failing this, KeyTec may not be able to achieve a complete implementation and/or delivery. The consequences of such a situation are at all times at the expense and risk of the Client.
2. KeyTec is not obliged to check the accuracy and/or completeness of the information provided to it or to update the Client with regard to the information if it has changed over time, nor is KeyTec responsible for the accuracy and/or completeness of the information compiled by KeyTec for third parties and/or provided to third parties in the context of the Agreement.
3. KeyTec can, if this is necessary for the execution of the Agreement, request additional information. Failing this, KeyTec is entitled to suspend its activities until the information has been received, without being obliged to pay any compensation for any reason to the Client. In the event of changed circumstances, the Client must notify KeyTec of this immediately, or no later than 3 working days after the change has become known.

#### **Article 13 - Advice**

1. KeyTec can, if instructed to do so, give advice regarding the Client's design. The advice will relate to the manufacturability of the designed products. KeyTec can draw up a plan of action, design, planning and/or report for the execution of the Work. The content of this is not binding and only advisory in nature, but KeyTec will observe the duties of care resting on it. The Client decides at their own discretion whether they follow the advice.

2. The advice provided by KeyTec, in any form, can never be regarded as binding advice.
3. At the first request of KeyTec, the Client is obliged to assess proposals it has provided. If KeyTec is delayed in its work, because the Client does not assess, or does not assess on time a proposal made by KeyTec, the Client is at all times responsible for the consequences that have arisen, such as delay.
4. The nature of the service entails that the result at all times depends on external factors that can influence the reports and advice of KeyTec, such as the quality, accuracy and timely delivery of required information and data from the Client and their employees. The Client guarantees the quality and the timely and correct delivery of the required data and information.
5. The Client will notify KeyTec in writing before the start of the work of all circumstances that are or may be important, including any points and priorities for which the Client requires attention.

#### **Article 14 - Additional Provisions regarding the Parts**

1. Release of parts: measurement of up to 100 (non-destructive) dimensions is included. For complex plastic parts, the release is performed based on a comparison of the customer's 3D file and tolerances recorded with an optical scan of the part. Measurement of more dimensions is possible at an additional cost.
2. Metal parts:
  - a) Standard punch burr (5-10% of the material thickness) accepted, no extra deburring taken into account.
  - b) Cutting and other details that lead to manufacturability of the parts to be discussed based on the latest design.
  - c) ISO 2768-1 class C applies to metal parts, unless explicitly stated otherwise by KeyTec
3. Plastic parts:
  - a) The achievable tolerances of moulded parts are in accordance with DIN 16742 class 130.
  - b) Parts design that must be adjusted for sprues, draft angles, dividing lines, radii and other processing related and necessary changes will be discussed with your designers and engineering.
  - c) From a part processing point of view, we need to make the following comments and/or assumptions:
    - Parts are non-visual unless explicitly stated otherwise in the quotation; sprue can be placed at will to create the part, the surface is considered technically smooth.
    - If necessary, a detailed analysis will be performed on the flatness and warping of the parts, but warping can never be completely eliminated.
    - Measurement of the part should be discussed in detail in relation to, for example, draft angle, measuring position and measuring arrangement.
    - The risk of shrinkage should be jointly assessed as a result of the chosen material in relation to the relevant design.
    - Only standard measurements of parts taken into consideration, no specific tests unless expressly stated otherwise in our quotation.
4. The Client is obliged to pay the associated tool costs, as described in the relevant quotations from KeyTec. KeyTec retains ownership of all tools and production equipment, unless expressly agreed otherwise.

#### **Article 15 - Additional Work and Amendments**

1. If during the execution of the Agreement it appears that the Agreement needs to be amended, or at the request of the Client additional work is required to achieve the Client's desired result, the Client is obliged to reimburse this additional work at the agreed rate. KeyTec is not obliged to comply with this request, and may require the Client to conclude a separate Agreement and/or refer them to an authorised third party.
2. Amendments to the Work will in any case lead to additional work if:
  - a) This concerns changes in the design, specifications or contract documents;
  - b) The information provided by the Client does not correspond with reality;
  - c) The estimated quantities deviate by more than 5%.
3. If the additional work is the result of negligence on the part of KeyTec, KeyTec has made an incorrect estimate or the relevant work could reasonably have been foreseen, these costs will not be passed on to the Client.
4. If a fixed price has been agreed for the Work, KeyTec will inform the Client about the additional costs or financial consequences of the additional work. KeyTec will make an additional Offer for this which must be accepted by the Client before the additional work is carried out.
5. If and in so far as a fixed price has been agreed for the execution of certain Work, and the execution of that Work leads to additional Work that cannot reasonably be considered to be included in the fixed price, or if the price must be increased as a result of incorrect information provided by the Client that is important for the price determination, KeyTec is entitled to charge these costs to the Client after consultation with the Client.
6. Price changes as a result of the amendment to the Agreement, or based on laws and regulations must be reimbursed by the Client.
7. If during the Agreement, KeyTec concludes that it has insufficient capacities to fulfil the Agreement, KeyTec is entitled to unilaterally change the Agreement. If this results in a reduction in the costs that have been paid in advance, the excess costs paid will be refunded to the Client.

## **Article 16 - Prices and Payment**

1. All prices are in principle exclusive of turnover tax (VAT) and other tax levies. If KeyTec (partially) executes the order at the location of the Client, additional costs (travel, driving, parking and accommodation costs) may be charged, unless otherwise agreed. For Work that is or must be carried out at the request of the Client based on urgent or outside office hours, a surcharge may also be charged as agreed in the quotation and/or set out in the Agreement. If goods are to be shipped, the Client must reimburse additional costs for this.
2. The Client cannot derive any rights or expectations from a previously issued budget unless the parties have explicitly agreed otherwise. If the specified price is a target price, this target price can be adjusted during the execution of the Agreement unless KeyTec has warned the Client as soon as possible about the probability of a further exceedance, and has given the Client the opportunity to limit the work or simplify it. Within the limits of reasonableness, KeyTec cooperates in the limitation or simplification. This also applies if the price depends on the estimated time for the execution of work.
3. If (cost) price-increasing circumstances arise for KeyTec between the date of the conclusion of the Agreement (or quotation) and the performance thereof as a result of legislation and regulations, price changes at third parties or suppliers engaged by KeyTec or changes in the prices of the required semi-finished products, materials, parts or currency fluctuations, import and export rights (both at home and abroad), shipping and/or delivery costs, wages, employer costs and/or (social) premiums, etc., is KeyTec is entitled to increase the agreed price or compensation accordingly and to charge this to the Client.
4. The Client is obliged to pay the agreed advance payment within the specified period before KeyTec starts to execute the Agreement, unless agreed otherwise. In any case, the Client is obliged to reimburse the costs for the materials in advance.
5. If there is a periodic payment obligation of the Client, KeyTec is entitled to adjust the applicable prices and rates (only) in writing in accordance with the conditions of the Agreement, with due observance of a period of at least 3 months from the conclusion of the Agreement in which prices do not rise. In the event of price increases within 3 months after the Agreement was concluded, the Client is entitled to dissolve the Agreement with a written statement. If the Client has not notified KeyTec within 30 days after notification of the price change that they wish to use their right to dissolve the Agreement, KeyTec may legitimately assume that the Client has agreed to the price change.
6. The Client is obliged to pay the agreed amount within the payment term of 30 days.
7. The Client must immediately pay these costs without suspension, deduction and/or setoff to the account number and details of KeyTec that they have been notified of. The Client can only agree on a further period in which the amount due must be paid after explicit and written permission from KeyTec
8. KeyTec is entitled to set off all amounts already paid by the Client with any (outstanding) compensation owed by the Client.
9. If a dispute arises between the parties about the number of hours worked and/or the hours charged, the timesheet of KeyTec is binding, unless the Client can demonstrate otherwise with convincing evidence to the contrary.
10. If and in so far as additional costs are incurred during the execution of the Agreement and/or there is an increased risk (in the opinion of KeyTec), the Client must pay a surcharge for this.

## **Article 17 - Debt Collection Policy**

1. If the Client does not meet their payment obligation and has not fulfilled their obligation within the payment term set for this, the Client is in default by operation of law.
2. From the date that the Client is in default, KeyTec will be entitled, without further notice of default, to the statutory commercial interest from the first day of default until full payment, and to compensation of the extrajudicial costs in accordance with Section 6:96 of the Dutch Civil Code according to the graduated scale under the Extrajudicial Collection Costs Act of 1 July 2012.
3. If KeyTec has incurred more or higher costs that are reasonably necessary, these costs will be eligible for compensation. The entire judicial and execution costs incurred are also borne by the Client.

## **Article 18 - Privacy, Data Processing and Security**

1. KeyTec will handle the Client's (personal) data with care and will only use it in accordance with the applicable standards. If requested, KeyTec will inform the data subject.
2. The Client is responsible for the processing of data processed using a service provided by KeyTec. The Client also guarantees that the content of the data is not unlawful and does not infringe any rights of third parties. In this context, the Client indemnifies KeyTec against any (legal) claim related to these data or the performance of the Agreement.
3. If under the Agreement, KeyTec must provide information security, this security will comply with the agreed specifications and a level of security that is not unreasonable in view of the state of the art, the sensitivity of the data, and the associated costs.

## **Article 19 - Warranty**

1. Every warranty is explicitly agreed in writing. Warranties never extend beyond what has been explicitly agreed. If the parties have agreed to deviating warranty conditions, the provisions of this Article will remain in full force, unless this is contrary to those deviating warranty conditions.
2. The Client can only invoke the warranty given by KeyTec if the Client has fully complied with their payment obligations.

3. If the agreed performance has not been properly executed, KeyTec will decide within a reasonable period of time whether it will still execute the work properly or whether the Client will be refunded a proportional part of the order amount.
4. If KeyTec chooses to execute the work properly, it will determine the manner and time of execution. The Client must offer KeyTec the opportunity to do this in all cases. If the agreed performance (also) includes processing material supplied by the Client, the Client must supply new material at their own expense and risk.
5. The Client is responsible for sending parts or materials that must be repaired or replaced by KeyTec to the business location of KeyTec
6. The following costs are borne by the Client:
  - all transport or shipping costs;
  - costs for disassembly and assembly;
  - travel and accommodation costs and travel time.
7. The warranty does not cover defects resulting from:
  - normal wear and tear;
  - incorrect use;
  - faulty or incorrectly performed maintenance;
  - installation, assembly, modification or repair by the Client or by third parties;
  - defective or unsuitable goods originating from or prescribed by the Customer;
  - defective or unsuitable materials or tools used by the Customer.
8. No warranty is given for:
  - delivered goods that were not new at the time of delivery;
  - inspections and repairs of goods owned by the customer;
  - parts subject to manufacturer's warranty.
9. The warranty lapses as soon as the warranty period has expired, the warranty obligation lapses if the Client themselves makes adjustments or has them made to the goods/work delivered or uses, treats or maintains the goods/work delivered incorrectly in the opinion of KeyTec
10. The provisions of this Article apply mutatis mutandis to all claims of the customer based on breach of contract, non-conformity or any other basis.

#### **Article 20 Suspension and Termination**

1. KeyTec has the right to retain the data, data files and more received or created by the Client if the Client has not yet (fully) fulfilled their payment obligations. This right remains in full force if a reason for KeyTec arises, which justifies suspension in that case.
2. KeyTec is entitled to suspend the fulfilment of its obligations as soon as the Client is in default with the fulfilment of any obligation arising from the Agreement, including late payment of its invoices. The suspension will be immediately confirmed to the Client in writing.
3. In that case, KeyTec is not liable for damage, for any reason, as a result of the suspension of its work.
4. The suspension (and/or dissolution) does not affect the Client's payment obligations for work already carried out. In addition, the Client is obliged to compensate KeyTec for any financial loss that KeyTec suffers as a result of the Client's default.

#### **Article 21 - Force Majeure**

1. KeyTec is not liable if it is unable to fulfil its obligations under the Agreement as a result of a force majeure situation.
2. Force majeure on the part of KeyTec means in any case, but is not limited to: (i) force majeure of suppliers of KeyTec, (ii) failure of suppliers to properly fulfil obligations who have been prescribed or recommended by the Client or their third parties to KeyTec, (iii) defective software or such like of any third parties involved in the execution of the service, (iv) government measures, (v) failure of electricity, internet, data network and/or telecommunication facilities, (vi) illness of employees of KeyTec or advisers engaged by it and (vii) other situations that, in the opinion of KeyTec, fall outside its sphere of influence that temporarily or permanently prevent the fulfilment of its obligations.
3. In case of force majeure, both Parties have the right to dissolve the Agreement in whole or in part. In that case, all costs incurred before the dissolution of the Agreement will be paid by the Client. KeyTec is not obliged to compensate the Client for any losses caused by such a revocation.

#### **Article 22 - Limitation of Liability**

1. If any result laid down in the Agreement is not achieved, a shortcoming of KeyTec will only be deemed to exist if KeyTec has explicitly promised this result when accepting the Agreement.
2. In the event of an attributable shortcoming by KeyTec, KeyTec is only obliged to pay any compensation if the Client has notified KeyTec within 14 days after the discovery of the shortcoming and KeyTec subsequently fails to fulfil this shortcoming within a reasonable time. The notice of default must be submitted in writing and contains such an accurate description/substantiation of the shortcoming, so that KeyTec is able to respond adequately.
3. If the performance of Work by KeyTec leads to liability of KeyTec towards the Client or third parties, that liability is limited to the costs charged by KeyTec in connection with the order (once the invoice value, with the exception of the

material costs, excluding VAT) unless the damage is the result of intent or intentional recklessness on the part of KeyTec Liability is in any case limited to the maximum amount of damages paid by the insurance company.

4. KeyTec explicitly excludes all liability for consequential damage. KeyTec is not liable for indirect damage, trading loss, loss of profit and/or loss suffered, missed savings, damage due to business stagnation, capital losses, delay damage, interest damage and intangible damage.

5. If, after delivery, the work shows defects for which KeyTec is (proven to be) liable, KeyTec must be given the opportunity to remedy the defects within a reasonable term, without prejudice to liability for damage resulting from the defective delivery, unless the costs of repair are out of proportion to the Client's interest in repair rather than compensation.

6. In the case of dimensions, KeyTec is not liable for consequential damage, which includes ordering wrong and/or errors in materials. The Client and/or the contractor who is ultimately responsible for carrying out the Work or order must carry out a final inspection and is responsible for this final inspection.

7. If the (consequences) of an improper execution of the work is due to defects or unsuitability of goods originating from the Client, the consequences will be borne by the Client, unless KeyTec has breached its duty to warn or otherwise with regard to these defects has fallen short in expertise or care. Neither is KeyTec liable for the early commissioning of part or all of the work by the Client.

8. The Client is liable for damage to the work as a result of Work performed or deliveries made by them or on their behalf by third parties. Damage resulting from the use of materials prescribed by the Client and/or the implementation of a design originating from the Client is also entirely at the expense and risk of the Client.

9. The Client is also liable for loss and/or theft of damage to the items, tools, machines, materials and more that KeyTec uses and/or has stored in the context of the execution of the Agreement during the execution of the Work at the Client, which also includes damage caused by imperfections, defects and more at the work location.

10. KeyTec is not liable for damage that is or may be the result of any act or omission as a result of (incomplete and/or incorrect) information on the website(s) or affiliated websites.

11. Any advice provided by KeyTec, based on information provided by the Client that is incomplete and/or incorrect, is never grounds for KeyTec's liability.

12. The content of the delivered advice of KeyTec is not binding and only advisory in nature. The Client decides at their own discretion whether they follow the proposals and advice of KeyTec mentioned herein. All consequences ensuing from following the advice are at the expense and risk of the Client. The Client is at all times free to make their own choices that deviate from the advice delivered by KeyTec KeyTec is not bound to any form of refund if this is the case.

13. If a third party is engaged by or on behalf of the Client, KeyTec will never be liable for the actions and advice of the third party engaged by the Client, nor for the processing of the results (of advice drawn up) by the third party engaged by the Client in KeyTec's own advice.

14. KeyTec does not guarantee the correct and complete transfer of the content of and email sent by/on behalf of KeyTec, nor the timely receipt thereof.

15. All claims of the Client due to shortcomings on the part of KeyTec lapse if they have not been reported in writing and motivated to KeyTec within one year after the Client was aware or could reasonably be aware of the facts on which they base their claims. The liability of KeyTec lapses one year after the termination of the Agreement between the parties.

### **Article 23 - Transfer of Risk**

The risk of theft and loss, embezzlement or damage to materials made available to KeyTec in the context of the execution of the Agreement rests with KeyTec The risk passes to the Client if the products have been sold and delivered. This risk transfers to the Client, if KeyTec has created the packing slip for the relevant Product.

### **Article 24 - Confidentiality**

1. KeyTec and the Client undertake to maintain the confidentiality of all confidential information obtained in the context of an order. Confidentiality arises from the order and must also be assumed if it can reasonably be expected to be confidential information. The confidentiality does not apply if the information in question is already publicly/generally known, the information is not confidential and/or the information has not been made known to KeyTec by the Client during the Agreement and/or was obtained by KeyTec in any other way.

2. In particular, confidentiality relates to advice, reports, designs, working methods and/or reports drawn up by KeyTec regarding the Client's order. The Client is expressly forbidden to share the contents of this with employees who are not authorised to take cognisance of this and with (unauthorised) third parties. Furthermore, KeyTec always exercises the required care in handling all business-sensitive information provided by the Client.

3. If, on the basis of a statutory provision or a Court decision, KeyTec is obliged to provide confidential information to a third party designated by law or competent Court, and KeyTec cannot invoke a right of non-disclosure, KeyTec is not obliged to pay any compensation and gives the Client no ground for dissolution of the Agreement.

4. The transfer or distribution of information to third parties and/or publication of statements, advice or productions provided by KeyTec to third parties requires the written permission of KeyTec, unless such permission has been expressly agreed in advance. The Client will indemnify KeyTec against all claims of such third parties as a result of reliance on such information that has been distributed without the written permission of KeyTec

5. KeyTec and the Client also impose the duty of confidentiality on the third parties they engage.



#### **Article 25 - Retention of Title**

1. All goods delivered by KeyTec remain the property of KeyTec until the Client has fulfilled all the obligations under all Agreements concluded with KeyTec
2. The Client is not authorised to pledge the goods that fall under the retention of title or to encumber them in any other way if the ownership has not yet been fully transferred.
3. If third parties seize goods delivered subject to retention of title or wish to establish or assert a right to them, the Client must inform KeyTec thereof as soon as can reasonably be expected.
4. In the event that KeyTec wishes to exercise its property rights as referred to in this Article, the Client already gives unconditional and irrevocable permission and authorisation to KeyTec or third parties to be designated by them to enter all those places where the property of KeyTec is located and take these matters back.
5. KeyTec has the right to retain the Product(s) purchased by the Client if the Client has not yet (fully) fulfilled their payment obligations, despite KeyTec's obligation to transfer or handover. After the Client has fulfilled their obligations, KeyTec will endeavour to deliver the purchased Products to the Client as soon as possible, but no later than within 20 working days.
6. Costs and other (consequential) damage as a result of keeping the purchased Products in its possession.

#### **Article 26 - Intellectual Property Rights**

1. All IP rights and copyrights of KeyTec, including in any case, but not limited to all designs, models, reports and advice, rest exclusively with KeyTec and will not be transferred to the Client unless expressly agreed otherwise.
2. In principle, KeyTec will not transfer any intellectual property rights to the Client when executing the Agreement. If it has been agreed that one or more of the aforementioned items or works of KeyTec will be transferred to the Client, KeyTec is entitled to conclude a separate Agreement for this and to demand appropriate financial compensation from the Client. Such compensation must be paid by the Client before they obtain the goods in question or works with the related IP rights.
3. The Client is prohibited from disclosing and/or multiplying, altering or making available to third parties (including use with commercial purposes) all documents and software on which the IP rights and copyrights of KeyTec are vested, without explicit prior written permission from KeyTec. If the Client wishes to make changes to goods delivered by KeyTec, KeyTec must explicitly agree to the intended changes.
4. If the performance to be delivered by KeyTec (also) includes the supply of computer software, the source code will not be handed over to the Client. The Client only obtains a non-exclusive, worldwide and permanent licence for use of the computer software, exclusively for the normal use and proper functioning. The Client is not permitted to transfer the licence or to issue a sub-licence. When the Client sells the goods to a third party, the licence is automatically transferred to the acquirer of the goods.
5. KeyTec is not liable for damage that the Client suffers as a result of infringement of intellectual property rights of third parties. The Client indemnifies KeyTec against claims from third parties in connection with infringement of intellectual property rights.
6. Further processing or post-processing of goods of KeyTec by the Client may only take place after receipt of written permission from KeyTec. If the goods of KeyTec are further assembled or combined with other products/components that are not the property of KeyTec, the Client grants KeyTec partial ownership of the created product in proportion to the value of the Contractors' goods to the created product.
7. All documents produced by KeyTec or made available by the Client - such as samples, drawings, models, data as well as other information and similar documents made available - are, in so far as not clearly determined for the public, not to be made accessible to third parties.
8. The product is manufactured according to the specifications of the Client. KeyTec can therefore not be held liable that the product manufactured by KeyTec on behalf of the Client is free from the rights of third parties. In this way, the Client guarantees an exemption if KeyTec must intervene in the property rights of third parties during the execution of the order and KeyTec is deemed to be reliable in this respect by the production and delivery of the ordered goods.
9. The Client is prohibited from using the goods and documents on which the intellectual property rights of KeyTec rest otherwise than agreed in the Agreement.
10. The parties will inform each other and take joint measures if an infringement of IP rights occurs.

#### **Article 27 - Ban on Recruitment of KeyTec Personnel**

1. The Client is prohibited from hiring KeyTec personnel or engaging them in any other way without prior written permission from KeyTec and a reasonable financial compensation, from the moment that KeyTec has made personnel available to the Client for the execution of the Work for and up to a maximum of 6 months after the end of the Agreement.
2. In the event of a violation of this, the Client will owe an immediately payable fine of EUR 5,000.00 with a fine of EUR 500.00 for each day that the violation continues.
3. The ban on recruitment does not apply if this is explicitly excluded in the Agreement between the Client and KeyTec

#### **Article 28 - Indemnification and Accuracy of Information**

1. The Client is responsible for the accuracy, reliability and completeness of all data, information and/or documents in any form they provide to KeyTec in the context of an Agreement, as well as for the data they have obtained from third parties and which have been provided to KeyTec for the execution of the Service.
2. The Client indemnifies KeyTec from any liability as a result of non-fulfilment or late fulfilment of the obligations with regard to timely provision of all accurate, reliable and complete data, information and/or documents.
3. The Client indemnifies KeyTec against all claims of the Client and third parties engaged or employed by them, as well as of the Client's customers, based on a failure to obtain, or a failure to obtain on time, any subsidies and/or consents required in the context of the implementation of the Agreement.
4. The Client indemnifies KeyTec against all third-party claims arising from the work performed for the Client, including but not limited to intellectual property rights on the data and information provided by the Client that can be used in the performance of the Agreement and/or the acts or omissions of the Client towards third parties.
5. If the Client provides electronic files, software or data carriers to KeyTec, the Client guarantees that these are free from viruses and defects.

#### **Article 29 - Complaints**

1. If the Client is not satisfied with the service of KeyTec or has other complaints about the performance of the order, the Client is obliged to report these complaints as soon as possible, but no later than 7 calendar days after the relevant reason that led to reporting the complaint. Complaints can be reported orally or in writing.
2. In order for KeyTec to be able to deal with the complaint, the Client must sufficiently substantiate and/or explain the complaint.
3. The Client must submit complaints about the invoice to KeyTec in writing and within the payment term, subject to forfeiture of all rights. If the payment term is longer than thirty days, the Client must have submitted their complaint in writing no later than thirty days after the invoice date.
4. KeyTec will respond substantively to the complaint as soon as possible, but no later than 7 calendar days after receipt of the complaint.
5. The parties will aim to find a joint solution.

#### **Article 30 - Applicable Law**

1. Dutch law applies to the legal relationship between KeyTec and the Client. Application of the Vienna Sales Convention is excluded.
2. KeyTec has the right to amend these General Terms and Conditions and will inform the Client thereof.
3. In the case of translations of these General Terms and Conditions, the Dutch version will prevail.
4. All disputes, arising from or as a result of the Agreement between KeyTec and the Client, will be settled by the competent Court of Limburg, location Maastricht, unless provisions of mandatory law designate another competent Court.

Sittard, 5 June 2020