

## **GENERAL TERMS AND CONDITIONS OF IQ SERVICES B.V.**

1. Preamble
  - 1.1. In these general terms and conditions the terms below have the following meanings:
    - agreement: an agreement for the provision of services or delivery of products;
    - IQS: IQ Services B.V.;
    - offer: every offer of IQS to conclude an agreement;
    - principal: any person on whose instructions IQS provides services and/or delivers products, or with whom IQS enters or wishes to enter into an agreement;
    - products: goods manufactured and/or delivered by IQS to the principal on the basis of an agreement;
    - services: work performed by IQS for the benefit of the principal on the basis of an agreement;
    - terms: these general terms and conditions.
  - 1.2. The terms shall apply to all offers, deliveries, rentals, services, including those of research, development and advice, and generally all agreements of or by IQS.
  - 1.3. Deviations from or additions to these terms shall only be capable of being invoked insofar as they are explicitly confirmed in and by a separate written statement of IQS.
  - 1.4. Any (purchasing) conditions or other terms and conditions used by the principal are explicitly rejected, unless IQS has agreed otherwise by a separate written statement.
  - 1.5. IQS, in the interest of its opposite party, varies from these terms, the opposite party shall not derive therefrom any effects for their application either in general or in another specific case.
  - 1.6. If one or more provisions of these terms are null and void or are voided, the other provisions of these terms will remain in full force. In that case, IQS and the principal will consult each other to agree new provisions to replace the invalid or voided provisions, taking the aim and purport of the original provisions into account as much as possible.
2. Estimates, Quotations, Offers and Prices
  - 2.1. All estimates, quotations and offers, submitted in any form whatsoever, shall be subject to alteration. IQS shall not be bound until after having definitely accepted and confirmed an order or sale in writing. Any and all earlier arrangements or promises not accepted by it in writing shall be deemed to have been cancelled. IQS may at all times withdraw an offer.
  - 2.2. IQS may not be compelled to adhere to offers or quotations in the event of an apparent mistake or clerical error.
  - 2.3. Prices stated shall be based on delivery FREE CARRIER A (FCA-A) Groningen, and shall be exclusive of Value Added Tax, import duties, other taxes, levies and duties and shipment and transport costs, unless provisions to the contrary have been explicitly made.

The selling price shall be based on the factory prices, rates of exchange, wages, taxes, fees, duties, charges, freights etc. prevailing at the time of confirmation.

In case of increase in one or more of these, IQS shall be entitled to make corresponding changes in prices already agreed upon, even if such increase takes place as a result of conditions that could be anticipated at the time of the offer, the acceptance or the confirmation, but always in accordance with the pertinent legal provisions and regulations.

In case IQS decides to exercise its right to increase prices within three months after settling an agreement, the principal shall be entitled to cancel the mentioned agreement.

2.4. Concerning the execution of orders IQS shall reserve the right of charging shipment and handling expenses to the principal. In case the principal issues special amendments, supplements, corrections and/or instructions with respect to an order (such as, for example, express shipment or forwarding by special carrier), IQS shall be entitled to charge the resultant additional cost of the principal. Irrespective of the size or quantity of any particular order, IQS shall be entitled at all times to forward shipment against cash on delivery or cash against documents.

2.5. Specifications provided by IQS in illustrations, drawings, catalogues or otherwise concerning quantity, packing, size, weight, color, content, composition etc. shall be deemed to have been furnished merely as approximations.

2.6. IQS shall be entitled to deliver, perform and/or complete an order in parts, and to claim the pertinent part payments separately in accordance with the provisions of article 10 and following.

### 3. Delivery

3.1. All of the delivery and/or fulfilment terms stated shall be approximate and may never be regarded as a strict deadline. Any transgression thereof shall never entitle the principal to demand dissolution or annulment of the agreement, or to claim damages.

3.2. Starting 8 days following the expiration of the term of delivery of fulfilment, the principal shall be entitled to require IQS still to make delivery of the products within a term equal to the term originally agreed upon. Should IQS still have failed to deliver or perform upon expiration of the said term, the principal shall be entitled to cancel the agreement, after having observed a waiting period of 60 days. In such case, too, IQS shall not be liable to make compensations.

3.3. The principal accepts within the framework of the agreement that IQS shall be allowed to subcontract part of the services, however, IQS remains liable for any sub-contractor's performance and any sub-contractor's fulfilment of the IQS obligations under the agreement.

### 4. Force Majeure

4.1. The principal shall not oblige IQS to fulfil its commitments arising from the agreement if the non-performance or late performance by IQS in any way, directly or indirectly, arises or results from force majeure.

4.2. Force majeure shall include, but not be restricted to, the following events and/or situations: decisions and measures of any government or government agency,

pandemics, strikes, lockouts, fires, floods, other casualties, explosions, material procurement problems that could not have been reasonably avoided, failure on the part of any public authorities to issue required permits or to perform other formalities, labor conflicts, labor shortages, deficiency of raw materials or parts, deficiency of or delays in transportation, theft, loss or destruction of property and/or damage or impairment of industrial equipment or data, non-performance or inadequate or late performance by suppliers and other contracting parties of IQS, and the deficiency or want, in whole or part, of such basic requirements as gas, water, electric power and communication lines.

4.3. Force majeure shall furthermore include any circumstances interfering with the fulfilment by IQS of its obligations to make delivery and shall also be deemed to comprise failure of products or raw materials to be supplied by third parties to meet the quality specifications stipulated by IQS. All of these cases and occurrences shall absolve IQS from any and all liability, and shall warrant IQS in cancelling the agreement in whole or in part without being liable to make good any damage, loss, theft or embezzlement of whatever nature and origin.

4.4. In case after signing of an agreement, the said agreement cannot be executed because of force majeure or unknown circumstances, IQS has the right to claim to change the agreement to such extent that execution will be possible, unless execution will not be possible at all because of force majeure. Costs already made by IQS for labor or delivered products prior to changing the contract will be paid by the principal. Setting of mentioned payments will be carried out and within 4 weeks after deciding of the necessity to stop the execution of the said agreement.

## 5. Guarantee

5.1. All products and services supplied by IQS shall be delivered and provided on and under such terms of guarantee as may be handled by the producer. IQS does not provide any guarantee with respect to models and/or samples. IQS shall not, however, independently assume the obligations of guarantee on products produced and services provided by third parties, but shall only be liable to assist the principal in invoking the principal's rights and remedies against the producer.

5.2. Only those products for which an original test certificate has been issued shall be covered by guarantee with respect to nature, composition, purity, etc. IQS is not obliged to honour the aforementioned guarantee if the principal has independently made modifications to the products and/or the services or if the principal has made improper use of the products.

## 6. Claims

6.1. The principal (or, acting on its behalf, the purchaser) shall cause the products delivered to be carefully inspected immediately upon receipt (quantity, quality, damage etc.). Any detectable variation (substantiated by the results of inspection, which shall be recorded in such a way as to be verifiable by IQS) from that which has been agreed upon shall be reported within 24 hours subsequently to delivery, on penalty of extinction of the right to allege afterwards that the delivery or supply should not have been in accordance with the agreement.

Claims arising from deficiencies that cannot be detected within 24 hours shall only be entertained insofar as the principal has given IQS written notice thereof within 14 days following the receipt of the delivery or supply involved. The notice of default must contain a description of the defect(s) that is detailed as possible.

- 6.2. If the principal fails to lodge its complaint in time and/or fails to observe the procedural regulations referred to above, any right to claim the principal may have with respect to damage, defects and/or other shortcomings in the delivery of the relevant products will lapse irrevocably. In addition, the principals' right to claim will lapse if it provides insufficient cooperation to the investigation by IQS into the merits of the complaint.
- 6.3. If IQS finds the principal's objections to be well grounded and the procedural regulations referred to above have been observed, it shall have the right, in its option and discretion, again to supply products of the same kind, or to make the necessary corrections and improvements, or to grant a reasonable price reduction. The principal in such a case shall not be entitled to demand the dissolution or annulment of the agreement or to claim damages.
- 6.4. Return shipment to IQS of products sold, for whatever reason, shall only take place after written authorization and shipping and/or other instructions have been issued by IQS. Transportation, handling and all costs attached thereto shall be for the account of the principal. The products shall remain at all times for the account and risk of the principal.
- 6.5. Non-observance by the principal of directions or instructions for use concerning products supplied by IQS shall absolve IQS from any and all liability.
- 6.6. The principal indemnifies IQS against all claims by third parties in connection with the products and/or resulting from the agreement, including but not limited to in connection with the (hereinafter referred) intellectual property rights.
7. Liability
- 7.1. The liability of IQS is limited as provided in this clause.
- 7.2. Beyond the performance of IQS governed by the provisions concerning guarantee according to article 5 and claims according to article 6, IQS shall not be liable for any direct or indirect damage, loss, theft or embezzlement caused by or arising from any act of omission or commission of IQS, its personnel or other persons employed in the implementation of the agreement, except in case of wilful misconduct or gross negligence (*opzet of grove nalatigheid*).
- 7.3. Except in case of wilful misconduct or gross negligence (*opzet of grove nalatigheid*), IQS shall not be liable for any direct or indirect damage, loss, theft or embezzlement arising from or in connection with defects in or of the products supplied, or from the eventuality of the products supplied not meeting the expectations entertained of them or the guarantees given for them. IQS does not provide (implied) guarantees on the properties of any products and the application of Section 7:17 of the Dutch Civil Code is hereby excluded.
- 7.4. IQS shall not be liable for claims of third parties for infringement of their rights under patents, licenses, trademarks, models and other prerogatives of whatever nature and descriptions performed by IQS in case IQS should have violated such rights by using data made available to IQS by or on behalf of the principal for the purpose of implementing the order.
- 7.5. The principal shall hold IQS harmless from claims of third parties for damages, losses, theft or embezzlement for which IQS is not liable to the principal under the provisions of these terms.

8. Recalls
  - 8.1. Any costs or losses incurred by the principal or third parties due to a (mandatory) recall of products and/or a recall of other products in which the products are processed, regardless of whether the recall is of has been caused by a defect in the products, shall be at the expense and risk of the principal and shall not lead to any liability on part of IQS.
9. Transfer of Risk
  - 9.1. The risk of the products shall pass to the principal at the moment in which they leave one of the facilities of IQS or such other premises as may have been selected for holding them in readiness to be shipped to the principal. The principal shall at that time become responsible for all direct and/or indirect damage to or loss, theft or embezzlement of these products.
  - 9.2. In case products which, under the above provisions, are for the risk of the principal are transported by or in the name of IQS, any possible liability of IQS as carrier or through a wrongful act committed in connection with or during transportation shall be excluded.
10. Payment
  - 10.1. The place of payment shall be the offices of IQS at Groningen or such Bank of Giro account as IQS may specify. All payments must be made without any deduction, discount or setoff.
  - 10.2. Insofar as no separate conditions have been specifically agreed upon, all payments shall always be made without any discount within 30 days after the invoice date. The principal shall be in default by the mere expiration of the term of payment, without any notice of default.
  - 10.3. Complaints about invoices shall be submitted in writing to IQS within 10 days after the invoice date, whereupon, insofar as no such complaints has been lodged, the principal shall be deemed to have accepted the invoice as correct.
  - 10.4. IQS can indicate on the invoice that the principal is allowed certain credit restriction, provided the principal pays the invoice within a certain number of days likewise indicated on the invoice.
  - 10.5. All claims of IQS shall become due and payable with immediate effect in case of winding-up proceedings being instituted against the principal, or in case the principal files a petition for an official moratorium, liquidates, or deceases, and furthermore in all those conditions where the collection of the claim of IQS could be jeopardized. In the aforementioned cases, IQS shall furthermore have the right to suspend all deliveries, supplies and/or operations, and/or to take back or remove, without judicial intervention, the products or assets delivered, supplies, sold, rented and/or leased, until and unless security has been provided in accordance with the provisions laid down in article 12.
11. Transgression of Terms of Payments; Disputes
  - 11.1. In case of the principal exceeding the time of payment referred to in article 10 with respect to amounts payable by it to IQS, the principal shall owe IQS a compensation of 1.5 % per month on the amount outstanding or the legal commercial interest in accordance with Section 119(a) of Book 6 of the Dutch Civil Code if this exceeds the 1.5 % per month, in which a part of a month will count for a full month.

The principal shall furthermore pay IQS any and all judicial as well as extrajudicial costs of collection, including the accounts rendered by lawyers, bailiffs and/or sheriff's officers employed by IQS, and furthermore all other charges of collection in the widest sense of the word.

The aforementioned extrajudicial costs of collection shall amount to at least 15 percent of the amount owing by the principal to IQS, with a minimum of EUR 500, exclusive of Value Added Tax, in accordance with the Decree on compensation for extrajudicial collection costs (Besluit vergoeding voor buitengerechtelijke incassokosten).

11.2. The above shall likewise apply to all costs of judicial and extrajudicial measures and legal and/or expert assistance to be incurred by IQS in enforcing its rights with respect to the principal.

11.3. Payments made by the principal will always first be applied to settle all interest and expenses payable and subsequently to settle those invoice amounts which have remained unpaid the longest, even if the principal states that the payment relates to an invoice of a later date. All payments must be made without any deduction, discount or setoff into a bank account designated by IQS.

## 12. Security

12.1. In any event IQS shall have the right prior to proceeding to delivery of performance, or the continuation thereof, for as long as payment has not yet been made, to require the principal to provide security for meeting its obligations in a manner satisfactory to IQS.

12.2. Should the principal fail to meet this condition, IQS shall be entitled, in its option and discretion, to cancel the agreement in whole or in part, the principal then being liable to make good all damage, loss, theft or embezzlement suffered by IQS as a result, the principal furthermore forfeiting to IQS at instant notice a penalty of 20 percent of the invoice amount relating to such cancellation. This right of cancellation with damages as stated hereinabove shall also be capable of being claimed by IQS in all other instances of default on the part of the principal.

## 13. Reservation of Ownership Rights

13.1. All products sold shall remain the property of IQS until the principal shall have fully satisfied all of its obligations of whatever nature towards IQS, as well for ready to use products as well for products which have already been processed.

13.2. The principal shall not be authorized to transfer ownership in, to pledge or to encumber the products to third parties, as security or otherwise, before and until such ownership has been passed or transferred from IQS to the principal.

13.3. The principal shall be obliged to grant IQS or its authorized representative access to the premises or places where the products are kept or stored so as to enable IQS or its authorized representative to identify, mark and/or separate them as its property, so that and whereupon IQS can repossess or cause to be repossessed the products, with or without a judicial order to surrender them.

13.4. The principal shall insure the products for its own account, for as long as they have not become its property, against at least the risks of fire and theft on standard conditions. In case of damage of insured products, IQS shall obtain the rights of the insurer (*regresrecht*).

- 13.5. If third parties levy attachment on products subject to retention or wish to establish or enforce a claim to them, the principal must notify IQS of this as soon as possible.
14. Excess Performance
- 14.1. In case IQS in the course of implementing an order has performed activities, work or operations in excess of what had been originally ordered or specified by the principal, IQS reserves the right to charge for the additional work performed.
15. Industrial and Intellectual Property
- 15.1. All intellectual property rights in connection with the foregoing, that have been developed or made available to the principal pursuant to the agreement, are vested in IQS, its suppliers or licensors. The principal will only acquire the rights of use explicitly granted to it by IQS. A right of use granted to the principal is non-exclusive, non-transferable to third parties and not sublicensable.
- 15.2. If no arrangement has been made concerning the acquisition of industrial and intellectual property rights to results proceeding or arising from the execution of an order and/or an agreement, IQS shall reserve to itself the patent rights as well as any other industrial and intellectual property rights.
- 15.3. All drawings, calculations, sketches, engineering data and other specific records and documents shall furthermore remain the inalienable property of IQS.
- 15.4. The records and documents cited in article 15.3 shall be returned by the principal to IQS in answer to the first pertinent request of IQS.
- 15.5. Nothing of what the principal has obtained from IQS and/or learned from the records and documents cited in article 15.3 shall be multiplied, copied, published and/or disclosed by any process of printing, photocopying, micro-filming or any other process or method whatsoever without the prior written consent of IQS.
- 15.6. Any offence against the provisions laid down in article 15.5 shall result in the principal forfeiting to IQS, without any judicial intervention, an immediately payable penalty of EUR 50,000 per event or, in the option of IQS, per week of the offence being continued, without prejudice to the right of IQS of additionally claiming complete compensation for damages.
16. Representation
- 16.1. In case the principal acts on behalf of one or more third parties, it shall be answerable to IQS as though it were the sole principal, without prejudice to or impairment of the answerability or liability of such third parties.
17. Conflict Between Terms
- 17.1. The provisions laid down in article 1 being maintained, any conflict between any provisions concerning (purchasing) conditions handled by the principal and those laid down in these terms shall be removed in reason and in fairness, if need be by judicial intervention, and settled within the scope of the agreement concluded on these terms.
18. Termination
- 18.1. Both parties are entitled to terminate the agreement at any time, unless agreed in writing otherwise.

- 18.2. If the agreement is terminated early by the principal, IQS will be entitled to compensation on account of the ensuing and demonstrable loss resulting from lower capacity utilization, and to compensation for additional cost already incurred by IQS and costs arising from any cancellation of third parties engaged (including any costs related to subcontracting), unless the termination is caused by facts and circumstances attributable to IQS. In that case the principal will also be obliged to pay the invoices for work to be performed up to that point. The provisional results of the work performed up to that point will therefore be made to the principal under reservation.
- 18.3. If the agreement is terminated early by IQS, IQS in consultation with the principal will arrange for transfer to third parties of the work still to be performed, unless the termination is caused by facts and circumstances attributable to the principal.
- 18.4. If the transfer of the work entails extra costs to IQS, these will be charged to the principal.
19. Competence
20. Any disputes arising from these terms and the present agreement or from subsequent agreements concluded, amended or supplemented thereof shall be submitted exclusively - insofar as they do not constitute judge - to the competent court of North-Netherlands, locatie Groningen (the Netherlands).
21. Applicable Law
- 21.1. These terms and all agreements concluded, amended or supplemented on these terms shall be governed by the Law of the Netherlands, expressly exclusive, however, of the Uniform Law concerning the International Purchase of Corporeal Movable and of the Uniform Law concerning the Conclusion of International Purchase Agreements relating to Corporeal Movable.

Lodged at the Office of the Chambre of Commerce Groningen, The Netherlands, on January 20<sup>th</sup> 2022 with number 862685126.

IQ Services B.V.

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