

General Sales and Delivery Conditions Conscia Nederland B.V.

The General Sales and Delivery Conditions of Conscia Nederland B.V. (Hereinafter called 'GSDC'.)

1. Applicability

- 1.1 These general conditions apply to all offers and agreements related to the sale and delivery of goods and the performance of services by Conscia Nederland B.V. (Hereinafter called Conscia.)
- 1.2 Any general (purchasing-)conditions used by the Client do not apply.

2. Realization of agreements

- 2.1 All offers by Conscia are free of obligation and are valid for a maximum of 30 days.
- 2.2 Agreements are only realized if an order confirmation is signed either by Conscia or if the offer is signed by both parties.
- 2.3 All information provided by Conscia on specifications and other technical data is to the best of its knowledge however this is not binding.
- 2.4 If by Client more than one (legal) entities are defined, all these are severally liable for meeting all of Client's obligations resulting from the agreement.

3. Prices

- 3.1 All quotations by Conscia are free of obligation and are valid for a maximum of 30 days.
- 3.2 Unless explicitly stated otherwise in writing, prices quoted by Conscia are in Euros excluding VAT and based on actual purchase prices, rates, wages, taxes, rights, charters and other costs at the moment of offering.
- 3.3 If between the moment of validity of the offer and receiving the order the purchase-price or one of the other constituents of the cost-price has increased, Conscia is entitled to pass that increase on to the Client.
- 3.4 Conscia is entitled to adjust its prices and rates annually (as of January 1st) to at least the annual change of the CPI benchmark (source: CBS).

4. Delivery of goods

- 4.1 Unless explicitly agreed otherwise in writing, the delivery of goods takes place with freight paid. From the moment of delivery the goods are entirely for the Client's risk.
- 4.2 Conscia is at all times entitled to make partial deliveries of goods and/or services and to invoice these partial deliveries separately.
- 4.3 Stated delivery times are only valid as an approximation and are never to be considered as fatal.

5. Delivery of services

- 5.1 Installation, implementation and other activities, such as described in any offer, are, as far as not agreed otherwise, delivered by means of a delivery record signed by both parties or otherwise by means of an installation report signed by both parties.
- 5.2 Conscia is at all times entitled to have the agreed services being performed by third parties.

6. Cooperation by Client

- 6.1 Client bears the risk of selection, use and implementation within its organization of the products and services provided by Conscia and moreover is responsible for control- and security procedures and an adequate system management.
- 6.2 In case Client provides Conscia with software, websites, materials, data files or raw data, such will meet the required specifications for a proper fulfillment of the assignment.
- 6.3 In case Client fails to (timely) provide the data, equipment, software or staff members required for a proper fulfillment of the assignment, or in case Client in any other respect fails to meet its obligations, Conscia is entitled to partially or fully suspend its fulfillment of the agreement and it shall be entitled to charge the costs incurred in accordance with its usual rates, without prejudice to Conscia's right to exercise any other legal rights.
- 6.4 In case Conscia employees perform activities on Client's premises, Client will provide freely and within reason the required facilities, such as a workspace with adequate computer, telecom and/or data communication facilities. Client will within reason allow Conscia employees to take measures to prevent job-related diseases. Client indemnifies Conscia against claims by third parties, including Conscia employees, who in relation to the fulfillment of an agreement are harmed as a consequence of acts or omissions by

Client of by unsafe situations within its organization. Client will timely inform Conscia employees about the house rules and safety regulations within its organization.

- 6.5 In case fulfillment of the agreement requires the use of telecom and/or data communication facilities, among which internet, Client is responsible for making a proper selection and for its timely, secure and adequate availability. Conscia will within reason observe Client's instructions with regard to the use thereof. However, Conscia will in no case whatsoever be liable for damage(s) or costs caused by transmission errors, outages, or non-availability of such facilities.
- 6.6 Client bears the risk of the selection, use and implementation within its organization of Conscia's products and services and moreover is responsible for the control- and security procedures and an adequate system management.
- 6.7 In case Client provides Conscia with software, websites, materials, data files or raw data, such will comply with the necessary requirements for a proper fulfillment of the assignment.

7. Payment

- 7.1 Payment must be made within 30 days after invoice date.
- 7.2 In case of overdue payment, Client owes the statutory rate over the unpaid amount. All juridical and extrajudicial costs will be charged to the Client. Extrajudicial collection fees are calculated according to the advisory rate of The Dutch Association for the Judiciary.

8. Retention of title, lien and additional security

- 8.1 All goods delivered by Conscia remain Conscia's property until all that Client owes according to the parties' agreement and its subsequent agreement to Conscia including interest and costs, is paid.
- 8.2 Conscia is entitled to retain any goods of the Client that it has in its possession within the framework of the delivery of its goods and/or services or otherwise, until Client has fully paid all it owes according to any agreement with Conscia, including interest and costs, as well as its obligation to reimburse any damage(s) Conscia has incurred within the framework of this legal relationship.
- 8.3 At Conscia's first request the Client is obliged to provide additional security for fulfillment of its obligations under the agreement.

9. Liability

- 9.1 Conscia's liability is limited to the total amount of the assignment with a maximum of EUR 1.250.000,-- per incident and EUR 2.500.000,-- per year in case of more than one incident. Conscia has covered its liability risk with an insurance policy comparable to the usual standards in the ICT industry. Conscia's liability for indirect damages, including consequential damages, foregone profits, foregone savings, loss of data, of data files and damages by business interruption, is excluded at all times.
- 9.2 Conscia's liability only comes into being if the Client gives Conscia an immediate and proper notice of default. The notice of default will be in writing, and provide Conscia with a reasonable term to still fulfill its obligations. The notice of default must contain a description of the shortcoming as detailed as possible, thus providing Conscia with opportunity to react adequately.

10. Suspension in case of annulment

- 10.1 Conscia is entitled to suspend fulfilment of its obligations until the Client has fulfilled all its collectable claims to Conscia.
- 10.2 Each of the parties is entitled to annul an agreement by means of a registered letter extra-judicially, if the other party, even after having received a written notice granting it a reasonable term, fails to fulfill any obligation from any agreement with Conscia.
- 10.3 Conscia is entitled without any reminder or notice of default being required, to extra-judicially annul the agreement by means of a written notification if, Client petitions for (temporary) suspension of payment; Client files for bankruptcy or is declared bankrupt; Client's business is liquidated; Client ceases its current business; if a substantial part of Client's capital is seized, which is not dissolved within 14 days, or in any other instance in which Client is no longer considered to be able to fulfill its obligations under the agreement.
- 10.4 If the Client at the moment of annulment of an agreement, based on what is defined in Article 10 paragraph 2 of these conditions, already has received performances for the execution of the agreement, the annulment is only related tot that part of the agreement, which has not yet been performed by Conscia. Any amounts that Conscia invoices related to what already has been delivered or performed by it before annulment, are due unabated and at the moment of annulment become immediately collectable.

11. Warranty

- 11.1 In respect of all goods sold and delivered with manufacturer's- importer's- or wholesaler's warranty, only this supplier's warranty conditions are applicable.
- 11.2 All titles to possible warranty are void, if by or on behalf of the Client without Conscia's consent repairs or modifications are made with regard to the goods delivered and/or the work performed.
- 11.3 Additional warranties can/will be agreed in a separate Service Level Agreement between Client and Conscia.

12. Know-how

- 12.1 Client acknowledges that Conscia has made efforts for the development of its products, systems and its provided services. Client with respect to the merchandise purchased from Conscia binds itself to in no way whatsoever –irrespective of it being for its own needs– imitate or have these imitated by third parties.
- 12.2 All intellectual rights regarding working practices originated by or used by Conscia, research methods, computer software, system designs et cetera become and remain, both during and after the assignment, explicitly and exclusively Conscia's property. Transfer of these rights is at all times ruled out. Practice of these rights is both during and after the assignment exclusively and solely reserved for Conscia, unless Conscia explicitly and unambiguously has agreed otherwise with the Client (via licenses).

13. Applicable law, competent court

- 13.1 To these GSDC, as well as to any offers and agreements, to which these fully or partially apply, Dutch Law applies exclusively.
- 13.2 Any disputes with regard to an agreement to which either these GSDC fully or partially apply, or to other agreements which are a result of such an agreement, are to be submitted to the competent Court in Amsterdam .

14. General provisions

- 14.1 From these GSDC can only be deviated by means of a further agreement in writing.
- 14.2 Verbal agreements are only binding to Conscia as far as these are confirmed in writing by its authority.

- 14.3 In case one or more of the provisions of these GSDC in hand will fully or partially be annulled by a competent court, will this not impair the validity of the remaining provisions, or as the case may be the remainder of these GSDC.
- 14.4 These GSDC supersede all earlier general conditions from February 19th, 2021. The GSDC are deposited at the Rotterdam Chamber of Commerce under reference number 29031508.