
GENERAL CONDITIONS TECHNOBIS

1. Definitions

- 1.1 In these General Conditions Technobis (hereinafter: *General Conditions*) the following wording(s) have the following meaning (both in singular and in plural):

Agreement: any agreement between Parties concerning the delivery of Products and/or Services, the granting of certain rights of use of Software, as well as related matters relating to Products;

Technobis:
Technobis B.V.,
Technobis Fibre Technologies B.V.,
Technobis Group B.V.,
Technobis Crystallization Systems B.V.,
Technobis IPPS B.V.
or one of the affiliates within the Technobis group;

Customer: any (legal) entity with whom Technobis wishes to enter into, enters into or has entered into a legal relationship;

Defects: certain defect(s) in Products that mean that Products do not substantially meet the relevant functional specifications if and to the extent laid down by Technobis in writing. Such defects can only be the case if these can be proven and/or reproduced and if Customer has advised Technobis of these defects forthwith by Warranty Notification;

Order: any request by Customer to Technobis to enter into an Agreement;

Parties, respectively *Party*: Customer and Technobis, respectively Customer or Technobis;

Products: any product of Technobis, including all equipment, components, Software and documentation, if and to the extent provided or has been provided by or on behalf of Technobis;

Quotation: any quotation, offer and/or tender by Technobis to Customer concerning the delivery of Products and/or Services, the granting of certain rights of use of Software, as well as related matters relating to Products and Services;

Services: all services to be made available in any manner and/or work of any nature whatsoever to be carried out by or on behalf of Technobis;

Software: computer software from Technobis and/or its Suppliers as well as certain software documentation if and to the extent provided or has been provided by or on behalf of Technobis;

Supplier: supplier(s), subcontractor(s) and/or licensor(s) of Technobis.

Warranty Notification: a written statement by Customer to Technobis in which Customer reports a Defect in a detailed and substantiated manner invoking warranty as worded in the Agreement and/or these General Conditions;

Working day: a calendar day from 08.30h to 17.00h CET, except weekends and officially recognized holidays in the Netherlands.

2. General Conditions & Agreement

- 2.1. These General Conditions shall apply to all Quotations, Orders and/or Agreements. These may only be deviated from with prior explicit permission of Technobis and agreement in writing on this matter between Parties. Parties declare and recognize explicitly that no other general (and/or special) purchasing, delivery or other conditions shall apply thereto than these General Conditions.
- 2.2. Should one or more provision of these General Conditions be null and void or be nullified, the remaining provisions of these General Conditions shall remain in full force and Parties shall consult in order to agree new provisions to replace the null and void and/or nullified provision(s), whereby as far as possible the objective as well as the nature and tenor of those provisions shall be taken into consideration.
- 2.3. All Quotations shall be without engagement and shall consequently only be deemed to be an invitation to place an Order. The previous sentence shall not apply if a term of validity is stated expressly in the Quotation.
- 2.4. An Agreement shall only be considered as valid and concluded when and after Technobis has expressly confirmed said Agreement by post and/or other means of electronic communication customary in the market.
- 2.5. Technobis retains the right to outsource and/or transfer its rights and obligations from any Agreement wholly or in part.

3. Products & Services

- 3.1 The delivery of Products shall take place against a net sum determined by Technobis on the basis of Ex Works (EXW, as referred to in the Incoterms 2010), unless otherwise agreed in writing by Parties.
- 3.2 Technobis will pack Products for delivery according to the customary standards applying at Technobis. Should Customer require a special form of packing, the relevant additional costs shall be for Customer's account. Customer shall treat the used packing materials from delivered Products in a manner corresponding with the relevant regulations. Customer shall hold Technobis indemnified against claims by third parties due to Customer's failure to comply with those and any other regulations.
- 3.3 During the term of the Agreement, Technobis will make commercially reasonable efforts to provide the Services as agreed upon in writing between Parties. Technobis will deliver Products and/or Services during Working days, unless otherwise agreed between Parties in writing. All schedules and terms mentioned by Technobis and/or agreed with Technobis have been described and planned to the best of its knowledge on the basis of the information and circumstances known to Technobis when the Agreement was concluded. Technobis will make reasonable effort to adhere to said schedules and terms; the mere exceeding of such term or schedule shall not be considered an attributable shortcoming of Technobis.

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- 3.4 Except as explicitly otherwise agreed in writing between Parties, and notwithstanding the provisions in Clause 8, Customer accepts (the delivery of) the Products in the condition they are in at the moment of delivery, and if Customer has not laid a substantiated and specified claim appeal before Technobis in writing within eight (8) Working days after said delivery and Technobis has been given the opportunity by Customer to inspect the delivered Products within that term. In case an acceptance test was explicitly agreed upon in writing between Parties, Customer accepts (the delivery of) the Products in the condition they are in as per Technobis' factory acceptance test form.
- 3.5 Technobis shall only accept returned Products as set in Clause 8 of these General Conditions, and solely if and to the extent that Technobis has given prior written permission for the return of Products by Customer as per Clause 8.

4. Transfer of risk & ownership

- 4.1 From the moment upon which Products have been placed within actual power of disposal of Customer or of an auxiliary person used by Customer, including the moment of delivery by or on behalf of Technobis as referred to in Clause 3.1, the Products delivered shall be for Customer's risk.
- 4.2 Ownership (not being intellectual property rights) of the delivered Products shall only be transferred to Customer after full payment by Customer of all accounts receivable arising from the Agreement. As long as Products remain the property of Technobis, (i) Customer shall at no time have the right to alienate, process or treat, encumber, pledge, lease and/or put Products into use in any other manner, and (ii) Customer has the obligation to treat the Products with the necessary care and to store it or have it stored as recognizable property of Technobis; Technobis shall at all times be entitled to repossess the delivered Products, wherever they may be. After reclamation Customer shall be credited for the prevailing market value of the related Products at that time, which may in no case be higher than the original price, less repossession costs.

5. Right of Use

- 5.1 Upon payment by Customer of all related accounts receivable, Technobis will grant Customer the non-exclusive right to use the Products, solely for the purpose of normal, intended, internal business operations of the Products delivered by Technobis to Customer. Assembling, processing, integrating, any other form of (re)use or reselling of (a part of) the Product in combination with any other product or service is only permitted in accordance with the provisions of the Agreement(s) in writing between Parties, if any, including any applicable Quotation(s). In the absence of such provisions, Clause 8.3.b and the last sentence of Clause 10.2 will apply.
- 5.2 All intellectual property rights relating to Products and Services shall solely be held by Technobis and/or its Supplier(s) respectively. Customer shall not acquire any rights (of use) and/or other powers whatsoever, unless explicitly granted in these General Conditions, any Agreement and/or otherwise expressly agreed in writing between Parties.
- 5.3 Customer shall in no way be entitled to transfer and/or sublicense the right of use referred to in Clause 5.1, make any modifications and/or additions to the Software and carriers on which it is recorded or cause these to be made, nor hire, sell, sublicense, alienate or pledge Software, transfer Software as collateral or security, create an option right on it or make it available to any third party under any title whatsoever.
- 5.4 Immediately after termination, if any, of the right to use of Software, Customer shall return all copies of the Software in his possession to Technobis. If it was agreed between Parties that Customer would destroy the copies concerned at the termination of the right of use, Customer shall forthwith report such destruction to Technobis in writing.
- 5.5 Customer shall not modify Software otherwise than as part of the remedying of Defects and possible other errors. The source code of any Software and the corresponding technical documentation shall not be made available to Customer.
- 5.6 Technobis shall be entitled to take technical measures to protect the Software. If Technobis has secured the Software by means of technical protection, Customer shall not be entitled to remove or evade such protection. If the protective measures result in Customer being unable to make a back-up copy of the Software, Technobis will provide Customer with a back-up copy of the Software at the latter's request. Customer shall be entitled to keep or make two (2) back-up copies of the Software, for the sole purpose of replacing the original copy of the Software in the event of involuntary loss of possession or damage. The back-up copies must be identical to the original and must always bear the same labels and indications as the original one.

6. Fee & Payment

- 6.1 Customer has the obligation to pay fees to Technobis for the Products and/or Services rendered, and/or related right of use, such in conformity with the provisions of the Agreement and of these General Conditions. Fees, prices and rates are expressed in Euro (EUR) and are exclusive of VAT and other government levies and taxes that are or may be due, unless otherwise stated by Technobis in writing. Technobis' invoices shall be immediately due and payable and shall be paid at the latest within thirty (30) days from invoice date, unless otherwise agreed between Parties in writing. Payment shall take place without any set-off, deduction and/or suspension.
- 6.2 Technobis reserves the right to charge for administration, handling, packing and/or forwarding costs. Technobis is entitled at all times to adapt the fees, prices and rates as mentioned in any Agreement to meet any increase in related price-determining factors, including: salary costs, social security charges, currency rates, purchasing prices, et cetera.
- 6.3 Should Customer fail to pay any sum owed within the term of payment of thirty (30) days from invoice date of the invoice concerned, (i) Technobis shall have the right (notwithstanding all

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other rights accruing to them) – without any further notice of default being required – to suspend execution of any Agreement and Technobis shall have the right to charge Customer for any expenses incurred thereby in this respect, and (ii) Customer shall – without any further notice of default being required - owe interest over said due sum of at least one and a half (1.5%) percent per month or (if lower) the maximum statutory (trade) interest rate. Should Customer continue to fail to meet the claim after notice of default, in additions to the sums then owed, Customer shall also be obliged to pay in full any extra judicial costs including collection costs.

7. Obligations of Customer

- 7.1 Customer is obliged to timely provide information and any other means which Technobis will reasonably need for the proper execution of any Agreement (and/or that may be useful), without charging Technobis in this respect. Customer shall also give Technobis all necessary and adequate cooperation required for the proper execution of any Agreement without any charge to Technobis.
- 7.2 If Customer does not adequately and timely comply with the provisions of Clause 7.1 then Technobis shall in any case have the right to suspend execution of the Agreement concerned and Technobis shall have the right to charge for the costs thereby incurred according to the current prices and fees valid at that time. Customer holds Technobis indemnified against claims by third parties suffering damage in connection with the execution of any Agreement that is the consequence of acts or omissions of Customer.
- 7.3 Customer shall be exclusively responsible for the information provided by Customer to Technobis in any form, the selection, installation, integration, assembly, use, security, back-up action and application of (any part of the) Products and/or Services delivered by Technobis.

8. Obligations & Service of Technobis

- 8.1 Technobis will make available qualified persons for the delivery of Products and/or Services and shall make reasonable commercial efforts to carry out the delivery thereof to the best of its knowledge and ability.
- 8.2 Except as otherwise set forth in clause 8.3, all Products and Services are delivered on an 'as is' basis, without any warranty of any type, either express or implied, including without limitation, any warranty of merchantability or fitness for a particular purpose or use, title or otherwise. Any and all warranties are hereby disclaimed.
- 8.3 The exclusive warranty and related liability framework for Products and/or Software is described in this Clause 8.3.
- a. Technobis warrants that any Products delivered by and/or on behalf of Technobis will function substantially according to the functional specifications if and to the extent laid down by Technobis, for a period of twelve (12) months from the date of delivery by or on behalf of Technobis. A copy of these specification(s) shall be presented to Customer for inspection upon demand.

If a factory acceptance test as per Clause 3.5 has been agreed between Parties, the aforementioned warranty period starts at the date of acceptance, or two (2) months after the date of delivery by or on behalf of Technobis, whichever comes first.

In case of replacement and/or repair of the Products concerned by Technobis within the warranty period, the original warranty period shall be extended with either a period of six (6) months or the remaining warranty period, whichever is longer.

- b. In no case shall the warranty as referred to in this Clause apply (i) to the delivery, replacement or introduction of consumables, (ii) for Defects in any way related to external influences, repairs, modifications and carelessness, breaking the seal on the Products hardware, inexpert and/or incorrect use, and/or similar acts by Customer or by third parties, and/or (iii) in cases of (other) non-attributable shortcoming on the part of Technobis.
- c. Customer may only invoke the right to any warranty after Customer shall have fulfilled all his financial and other obligations in respect of Technobis concerning the Products delivered.

Should a Defect occur in Products delivered to Customer by Technobis, Customer must so advise Technobis by means of a Warranty Notification as early as possible after such has arisen (but in any case at the latest within eight (8) days after Customer has become aware of said Defect or should have been aware thereof), in default whereof the right to warranty shall lapse. Such Warranty Notification should include, mention and specify: the Products concerned, the serial number(s) or other identifiable details of those Products, the manner of use, the Defect, the date upon which the Defect was discovered, in default of which the right to warranty shall lapse.

- d. In the case that Technobis – based on the first available information – can concur with (the contents of) the Warranty Notification, for the Products concerned Technobis will at the discretion of Technobis: either repair the Defects to the best of its knowledge and ability, or (temporarily or permanently) replace the Products concerned.
- e. As the occasion arises or in case Technobis is not able (based on such first available information) to assess the Warranty Notification, Technobis will inform Customer in writing whether or not (and where to) the Products concerned should be returned by Customer. Clause 3.5 of these General Conditions shall apply unimpaired. In such cases the reasonable transport expenses for a shipment by Customer per normal transport shall be in the first instance for Technobis' account.
- f. In all other cases not described in Clause 8.3.e – and if it should ultimately transpire after final investigations by Technobis that the Products

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show no Defect within the warranty framework – transport, investigation and related costs shall be finally for risk and account of Customer and the remainder shall be charged according to the valid prices and rates of Technobis at that time. From the moment at which Products have been placed within actual power of disposal of Technobis, the Products concerned shall be for Technobis' risk.

g. In the case that Technobis has elected for any kind of substitution of the Products concerned in conformity with Clause 8.3.d, Technobis will supply Customer with another Products or parts of such Products or other adequate Products or parts thereof, such at the discretion of Technobis.

h. In other cases Customer shall be obliged to store the Products concerned during a period of at least six (6) months for his own risk and account, so that Technobis shall have the opportunity during that period to examine or further examine the Defects.

8.4 Except for the provisions of these General Conditions and the Agreement, all other explicit and/or tacit stipulations, warranties, conditions and obligations, whether ensuing from the law or not, in respect of fulfilment by Technobis of their obligations arising from any Agreement, shall be excluded, to the extent permitted by law. Technobis shall not be liable in respect of Products, Services and related events beyond the framework as described in Clause 8.

8.5 All Products and/or Services delivered to Customer beyond the framework of the warranty obligations of Technobis (as described in these General Conditions and Agreement) shall be charged by Technobis in conformity with the normal business prices and rates of Technobis valid at that time.

9. Non-attributable shortcoming

9.1 Technobis shall not be liable for entire or partial failure to comply with any obligation of and/or on behalf of Technobis arising from an Agreement, if such failure to comply cannot be imputed to (nor is a consequence of) their fault, nor is accountable to them pursuant to law, juristic act and/or generally accepted practice (anticipated or not) and which therefore cannot be imputed to Technobis. Such a situation may be understood to include a non-attributable shortcoming of Supplier(s).

9.2 In such situations Technobis shall have the right to suspend the aforementioned and related obligations without the intervention of the court and/or - if such a situation has gone on for more than two (2) calendar months - to terminate the Agreement concerned wholly or in part, in writing, without Technobis being held to any compensation and/or warranty. In the case of whole or partial termination, that which has already been performed pursuant to the Agreement shall be settled in proportion, without any further mutual debt between Parties.

10. Liability

10.1 Technobis' total liability arising from the Agreements, General Conditions, Quotations and/or the performance thereof is described

exhaustively in the provisions of Clause 10 and its paragraphs; beyond the cases mentioned in this Clause 10 and the paragraphs thereof, Technobis shall be subject to no further liability for compensation, irrespective of the nature of the claim(s) concerned

10.2 Any right of Customer to compensation shall only arise if Customer reports such damage to Technobis in detail in writing, as early as possible after it occurs (but in any case within fourteen (14) days after Customer has become aware of such damage, or should have been so aware). Customer shall have no right to compensation if the Products and/or Software to which the damage relates have been wholly or partly processed or treated and/or otherwise altered by and/or on behalf of Customer.

10.3 If and to the extent that any action and/or omission of Technobis should result in death and/or bodily injury, Technobis will be liable for a maximum sum of EUR 500.000 per event, whereby a series of connected events shall count as a single event, such with the exception of intention or gross negligence on the part of the management of Technobis.

10.4 Technobis shall not be liable for (i) indirect damage (including but not limited to consequential loss, loss of profit, missed savings, damage to or loss of data files and damage due to business interruption) nor for (ii) any other damage exceeding the total sum (excluding VAT) invoiced by Technobis to Customer and paid by Customer to Technobis, pursuant to the Agreement concerned (or the relative part thereof) whereby the aforementioned - total - sum to be paid shall not exceed EUR 150.000 per calendar year, unless the other damage is caused by wilful intent or gross negligence on the part of the management of Technobis. Under 'other damage' as referred to in the previous sentence shall exclusively be understood: (i) reasonable costs incurred by Customer (a) in order to determine the cause and extent of that 'other damage', (b) to prevent or limit such 'other damage', and (c) to ensure that the performance of Technobis meets the Agreement concerned, to the extent that such Agreement has not been dissolved by Customer, and (ii) material damage to Products and/or other matters belonging to Customer and/or third parties that are directly connected to Products and/or Services delivered by Technobis, such excluding damage to Software and data files.

11. Confidentiality

11.1 Each Party shall treat all information of a confidential nature received from the other Party, including information relating to commercial, strategic, financial, technical and/or other information and/or knowledge relating to the other Party as well as the Software with the strictest confidence and shall make no statements concerning this to third parties. Such information shall in any case be considered as confidential if this is so indicated by one of the Parties. Parties shall reciprocally be held to take adequate measures and precautions to maintain the secrecy of such confidential information.

11.2 Deviation from the provisions of Clause 11.1 may only take place if (i) said information is disclosed

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with prior written permission from the other Party and/or (ii) said information must be disclosed to meet a decision to that effect by a judicial authority, in which case the Party who is forced to disclose shall so notify the other Party in advance and shall take such steps as the other Party may reasonably desire to limit such publication as far as possible and to protect the confidentiality of said information to the greatest possible extent.

12. Termination

- 12.1 Each Party shall be authorized to terminate the Agreement concerned forthwith, without further notice of default and without prior judicial intervention, if (i) the other Party applies for suspension of payments or is declared bankrupt, or (ii) the other Party is a legal entity and this legal entity is dissolved.
- 12.2 The Agreement concerned may be terminated by Technobis forthwith in whole or in part, without further notice of default to Customer and without prior judicial intervention, by registered letter, if Customer remains in default in respect of - timely - fulfilling of any obligation arising from that Agreement (including but not limited to payment of sums owed by Customer) and after fourteen (14) days have passed after the date of a written notice of default to Customer, such without prejudice to the other rights accruing to Technobis.
- 12.3 If at the time of termination Customer has already taken delivery of any Products and/or Services of Technobis, these and the related obligation to pay shall not be subject to undoing. Sums that Technobis invoiced prior to termination in connection with that which Technobis had already delivered upon execution of the Agreement, shall remain due and shall be payable forthwith at the time of termination, without prejudice to any other rights accruing to Technobis.
- 12.4 Any term and/or condition of the Agreement and General Conditions, which by their nature extend beyond its (and any) termination shall survive termination of any kind and remain in effect.

13. Suppliers

To products, software, documentation, and/or services of a Supplier, if any, the terms of that Supplier shall apply, replacing the provisions deviating from these in these General Conditions and/or Agreement. Customer accepts the terms concerned of such Supplier(s), which terms will be ready for inspection by Customer at Technobis and which Technobis will send upon request of Customer, save insofar those have already been delivered with the products, software, documentation and/or services under the relevant Agreement. If and insofar the terms concerned of that Supplier are deemed not to apply in the relation between Customer and Technobis for whatever reason or are declared not applicable, the provisions in these General Conditions shall apply with the exception of the two previous sentences.

14. Other Provisions

- 14.1 Each Party undertakes towards the other Party that for the duration of the Agreement and for one (1) year after termination (irrespective of the

reason of termination and/or which Party has proceeded to termination) it will not directly or indirectly (either for itself or on the behalf of others) employ or offer to employ or contract personnel or other employees of the other Party who were involved in carrying out the Agreement or have them work otherwise for them, unless the prior explicit written permission of that other Party to do so has first been obtained. In the event of violation of the provisions in this article 14.1 the infringing Party will owe to the other Party amongst others a penalty immediately due and payable of one (1) years' gross annual salary per relevant personnel member or employee in question, without prejudice to the right of that other Party to recover its full damage from the infringing Party.

- 14.2 The laws of the Netherlands shall exclusively apply to these General Conditions, Quotations and Agreements and/or the performance thereof. The application of the Convention on Contracts for the International Sales of Products (April 1980) is hereby explicitly excluded.

- 14.3 All disputes arising from the General Conditions, Quotations and Agreements and/or the performance thereof and/or are related thereto shall exclusively be laid before the competent court in Amsterdam, unless (i) Technobis as plaintiff or petitioning Party elects for the competent court of the domicile or place of business of Customer or unless (ii) Parties specifically agree in writing on a binding ruling or arbitration in the relevant case.

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