

A photograph of an industrial 3D printing facility. In the foreground, a large white machine with a transparent door is visible. In the background, a robotic arm is suspended from the ceiling, and various industrial pipes and lights are visible. The scene is brightly lit with overhead fluorescent lights.

TERMS AND CONDITIONS



PARTS ON DEMAND
3D PRINTING & ADDITIVE MANUFACTURING

TERMS AND CONDITIONS



1. Applicability conditions Parts on Demand B.V.

1.1. These general terms and conditions (the 'general terms') apply to all offers and agreements for which Parts on Demand B.V. (hereinafter also to be referred to as the supplier') delivers goods and/or services, of whatever nature and under whatever name, to client.

1.2. These general terms can only be departed from or be supplemented if agreed by parties in writing.

1.3. The applicability of any of the client's purchase or other terms is explicitly excluded.

1.4. If any provision of these general terms should be null and void or is annulled, the other provisions of these general terms remain fully applicable and effective. In that case, supplier and client consult as to arrange for new provisions which have the same purport, as much as possible, and that will replace the provisions that are null and void or that have been annulled.

2. Offers

2.1. All of supplier's offers and other forms of communication are without obligation, unless supplier should indicate otherwise in writing. Client guarantees correctness and completeness of the information provided, with the exception of obvious typing errors, by or on behalf of client to supplier and on which information supplier has based its offer.

3. Price and payment

3.1. All prices are exclusive of turnover tax (VAT) and other product or service-specific levies imposed by the authorities. All prices quoted by supplier are in euros and client must pay in euros.

3.2. Client cannot derive any rights or expectations from any cost estimate or budget issued by supplier, unless parties have agreed otherwise in writing. A budget communicated by client is only considered a (fixed) price agreed on by parties if

this has been explicitly agreed in writing.

3.3. If it should be apparent from the agreement that client consists of several natural persons and/or legal persons, each of these persons is jointly and several liable to supplier for the performance of the agreement.

3.4. Where the activities performed by supplier and the sums due by client for these activities are concerned, the information in supplier's administration provides full evidence, without prejudice to client's right to provide evidence to the contrary.

3.5. In the event client should be under a periodic payment obligation, supplier may adjust the applicable prices and rates, in writing and in accordance with the index of any other criterion included in the agreement, within the period specified in the agreement. If the agreement does not explicitly provide for the possibility to adjust the prices or rates, supplier may adjust the applicable prices and rates in writing in due observance of a period of at least three months. If, in the latter case, client does not want to accept the price adjustment, client is entitled to terminate the agreement by serving notice of termination (opzeggen) in writing, within thirty days following the notification of the adjustment and effective from the date on which the new prices and/or rates would take effect.

3.6. In their agreement parties lay down the date or dates on which supplier invoices the fee for the activities agreed on with client. Any sums due are paid by client in accordance with the payment terms agreed on or as stated in the invoice. Client is neither entitled to suspend any payments nor to set off any of the sums due.

3.7. If client should fail to pay the sums due or does not pay these on time, the statutory interest for commercial agreements is payable by client on any outstanding sum, without a reminder or notice of default being required. If client should fail to pay the sum due even after a reminder or



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notice of default, supplier can pass on the claim for collection and client is obliged to pay, within reason and in addition to the total sum due at that time, all judicial and extrajudicial costs, including all costs charged by external experts – all of which is without prejudice to any of supplier's statutory contraction rights.

4. Duration of the agreement

4.1. If and insofar as the agreement between is a continuing performance contract, the agreement is entered into for the term agreed on by parties. A term of one year applies if a specific term has not been agreed on.

4.2. The duration of the agreement for a definite period of time is tacitly extended, each time by the period of time originally agreed on with a maximum of one year, unless client or supplier should terminate the agreement by serving written notice of termination (opzeggen), with due observance of a notice period of three months prior to the end of the relevant term.

5. Confidentiality and hiring employees of Supplier

5.1. Client and supplier ensure that secrecy is observed with respect to all information received from the other party of which information the receiving party knows or should reasonably know it is confidential. This prohibition does not apply if and insofar as the information concerned must be provided to a third party in compliance with a judicial decision, a statutory requirement, a statutory order by a public authority or for the proper performance of the agreement. The party that receives the confidential information may only use it for the purpose for which it has been provided. Information is in any case deemed confidential if it has been designated as such by either party.

5.2. Client acknowledges that software made available by supplier is always confidential in nature and that this soft-

ware contains trade secrets of supplier and its supplier or of the producer of the software.

5.3. Client shall, during the term of the agreement and one year thereafter, only with the written consent of the Supplier, hire employees of the Supplier who are or have been involved in the execution of the obligations set out in the agreement or otherwise let these employees work (directly or indirectly) for Client. The Supplier may apply conditions to its consent, including the condition that Client shall pay a reasonable fee to the Supplier.

6. Privacy and data processing

6.1. If this should be relevant, in supplier's opinion, for the performance of the agreement, client informs supplier in writing, at supplier's request, about the way in which client performs its obligations under the applicable rules and regulations pertaining to the protection of personal data.

6.2. Client indemnifies supplier against any claims by persons whose personal data are or have been processed and for which processing client is responsible pursuant to the law, unless client proves that the facts on which a claim is based are attributable to supplier.

6.3. Client is fully responsible for the data that it processes when making use of a service provided by supplier. Client guarantees vis-à-vis supplier that the content, use and/or processing of the data are not unlawful and do not infringe any third party's right. Client indemnifies supplier against any claims by a third party instituted, for whatever reason, in connection with these data or the performance of the agreement.

7. Security

7.1. If supplier is obliged to provide some form of information security under the agreement, this protection meets the specifications on security that parties have agreed

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on in writing. Supplier does not guarantee that the information security provided is effective under all circumstances. If the agreement does not include an explicitly defined security method, the security features provided meet a level that is not unreasonable in the view of the state of the art, the implementation costs, the nature, scope and context as known to supplier of the information to be secured, the purposed and the standard use of supplier's products and services and the probability and seriousness of foreseeable risks.

7.2. The access or identification codes and certificates provided by or on behalf of supplier to client are confidential and must be treated as such by client, and they may only be made known to authorized staff in client's own organization or company. Supplier is entitled to change the access or identification codes and certificates. Client is responsible for managing these authorizations and for providing and duly revoking access and identification codes.

7.3. Client adequately secures its systems and infrastructure and keeps these adequately secured.

8. Retention of title, reservation of rights and suspension

8.1. All goods delivered to client remain the property of supplier until all sums due by client to supplier under the agreement entered into by parties have been paid to supplier in full. A client that acts as a reseller may sell and supply all goods that are subject to the supplier's retention of title insofar as this is customary in the context of client's normal course of business.

8.2. The property-law consequences of the retention of title with respect to any goods destined for export is governed by the laws of the state of destination if the relevant laws contain provisions that are most favourable to supplier.

8.3. Where applicable, rights are granted or transferred

to client subject to the condition that client has paid all sums due under the agreement.

8.4. Supplier may retain all information, documents, software and/or data files received or created in the context of the agreement, despite an existing obligation to hand these over or transfer them, until client has paid all sums due to supplier.

9. Transfer of risk

9.1. The risk of loss, theft, misappropriation or damage of goods, information (including user names, codes and passwords), documents, software or data files that are created for, delivered to or used by client in the context of the performance of the agreement pass to client as to the moment these are placed under the actual control of client or an auxiliary person of client.

10. Intellectual property

10.1. All intellectual property rights to the software, websites, data files, databases, hardware, training, testing and examination materials, as well as other materials such as analyses, designs, documentation, reports, offers, including preparatory materials for these materials, developed or made available to client under the agreement remain exclusively vested in supplier, its licensors or its suppliers. Client is solely granted the rights of use laid down in these general terms, in the agreement entered into by parties in writing and in the applicable mandatory legal provisions. A right of use granted to client is non-exclusive, non-transferable, non-pledgeable (niet-verpandbaar) and non-sublicensable.

10.2. If supplier is prepared to undertake to transfer an intellectual property right, such undertaking may only be explicitly effected in writing. If parties agree in writing that an intellectual property with respect to software, websites, data files, hardware, know-how or other works or materials



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specifically developed for client is transferred to client, this does not affect supplier's rights or options to use and/or exploit, either for itself or for third parties and without any restriction, the parts, designs, algorithms, documentation, works, protocols, standards and the like on which the developments referred to are based for other purposes. Supplier is also entitled to use and/or exploit, either for itself or for third parties and without any restrictions, the general principles, ideas and programming languages that have been used as a basis to create or develop any work for other purposes. The transfer of an intellectual property right does not affect supplier's right to continue developing, either for itself or for third parties, software – or elements of software – that are similar to or derived from software – or elements of software – that have been or are being developed for client.

10.3. Client is not permitted to remove or change any indication with respect to the confidential nature of the software, websites, data files, hardware or materials or with respect to copyrights, brands, trade names or any other intellectual property right pertaining to the software, websites, data files hardware or materials, or have any such indication removed or changed.

10.4. Supplier indemnifies client against any claim of a third party based on the allegation that software, websites, data files, hardware or other materials developed by supplier itself infringe an intellectual property right of that third party, provided always that client promptly informs supplier in writing about the existence and content of the claim and leaves the settlement of the claim, including any arrangements to be made in this context, entirely up to supplier. To this end, client provides supplier with the powers of attorney and information required and renders assistance supplier requires to defend itself against such claims. This obligation to indemnify does not apply if the alleged infringement concerns (i) works or materials made available

by client to supplier for use, modification, processing or maintenance or (ii) modifications client has implemented or modifications client has had implemented in the software, websites, data files, hardware or other works and materials without supplier's written permission. If it is irrevocably established in court that software, websites, data files, hardware or other works and materials developed by supplier itself should infringe any intellectual property right belonging to a third party, or if, in supplier's opinion, there is a good chance that such an infringement will occur, supplier ensures, if possible, that client can continue to use, or use functional equivalents of, the software, websites, data files, hardware or other works and materials delivered. Any other or further obligation that supplier might have to indemnify client against any infringement of a third party's intellectual property right is excluded.

10.5. Client guarantees that no rights of third parties preclude making hardware, software, material intended for websites, data files and/or other materials, designs and/or other works available to supplier for the purpose of use, maintenance, processing, installation or integration; this guarantee also pertains to client's having the relevant licenses. Client indemnifies supplier against any claim of a third party based on the allegation that making any of this available and/or the use, maintenance, processing, installation or integration infringes a right of that third party.

10.6. Supplier is never obliged to perform data conversion unless this has been explicitly agreed on with client in writing.

10.7. Supplier is entitled to use client's figurative mark, logo or name in its external communication.

11. Obligation to provide information and render assistance

11.1. Parties acknowledge that the success of activities to be performed in the field of information and communications



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technology depends on proper and timely cooperation of parties. Client undertakes always to fully cooperate, within reason, and in time.

11.2. Client vouches for the correctness and completeness of the data, information, designs and specifications provided by or on behalf of client to supplier. If the data, information, designs and specifications provided by client should contain inaccuracies apparent to supplier, supplier requests client to provide further information.

11.3. For reasons of continuity, client designates a contact person or contact persons who act in that capacity for the time supplier performs its services. Client's contact persons have the relevant experience required, specific knowledge of the subject matter and a proper understanding of the objectives that client wishes to achieve.

11.4. Client bears the risk of selecting the goods and/or services to be provided by supplier. Client always exercises the utmost care to guarantee that the requirements set for supplier's performance are correct and complete. Measurements and data provided in drawings, images, catalogues, websites, offers advertising material, standardization sheets and the like are not binding on supplier unless explicitly stated otherwise by supplier.

11.5. If client deploys employees and/or auxiliary persons in the performance of the agreement, these employees and auxiliary persons must have the knowledge and experience required. If supplier's employees perform activities at client's premises, client ensures the facilities required are available, such as a workspace with computer and network facilities, on time and free of charge. Supplier is not liable for damage suffered or costs incurred by transmission errors, malfunctions or the non-availability of these facilities unless client proves that this damage or these costs are caused by intent or deliberate recklessness on the part of supplier's management.

11.6. The workspace and facilities must meet all statutory requirements. Client indemnifies supplier against claims of third parties, including supplier's employees, who, when performing the agreement, suffer damage caused by client's acts or omissions or by unsafe situations in client's organization or company. Before the activities to be performed start, client informs the employees deployed by supplier about the company rules, information rules and security rules that apply in client's organization or company.

11.7. Client is responsible for the management, including checks of the settings, and use of the products delivered and/or services provided by supplier, and the way in which the results of the products and services are implemented. Client is also responsible for appropriately instructing users and for the use of the products and services that are made by users.

11.8. Client itself is responsible for the hardware, infrastructure and auxiliary software and ensures that the (auxiliary) software of its own hardware is installed, organized, parameterized and tuned and, where required, that the hardware, other (auxiliary) software and the operating environment used are modified and kept updated, and that the interoperability wanted by client is effected.

12. Terms and deadlines

12.1. Supplier makes reasonable efforts, within reason, to comply to the greatest extent possible with the terms and delivery periods and/or dates and delivery dates, whether or not these are deadlines and/or strict dates, that it has specified or that have been agreed on by parties. The interim dates and delivery dates specified by supplier or agreed on by parties always apply as target dates, do not bind supplier and are always indicative.

12.2. If a term or period of time is likely to be exceeded, supplier and client consult as to discuss the consequences of

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the term being exceeded in relation to further planning.

12.3. In all cases – therefore, also if parties have agreed on deadlines and strict delivery periods or dates – supplier is only in default because of a term or period of time being exceeded after client has served supplier with a written notice of default and has set a reasonable period of time for supplier to remedy the failure to meet its obligations and this reasonable term has passed. The notice of default must describe supplier's breach to meet its obligations comprehensively and in as much detail as possible to that supplier has the opportunity to respond adequately.

12.4. If it has been agreed that the activities to be performed under the agreement must be performed in phases, supplier is entitled to postpone the start of the activities for the next phase until client has approved the results of the preceding phase in writing.

12.5. Supplier is not bound by a date or delivery date or term or delivery period, whether or not these are deadlines and/or strict dates, if parties have agreed on an adjustment in the content or the scope of the agreement (additional work, a change of specifications, etc.) or a change in approach with respect to the performance of the agreement, or if client fails to fulfil its obligations under the agreement or fails to do so on time or in full. If additional work should be required during the performance of the agreement, this never constitutes a reason for client to give notice of termination of the agreement (opzeggen) or to terminate the agreement for breach (ontbinden).

13. Termination of the agreement for breach or by serving notice of termination

13.1. Either party is exclusively entitled to terminate the agreement for breach (ontbinden) following an imputable failure of the other party to meet its obligations under the agreement if the other party, in all cases after a written notice

of default has been served that is as detailed as possible and in which the other party is granted a reasonable period of time to remedy the breach, should still imputably fail to meet any of its essential obligations under the agreement. Client's payment obligations and all obligations of client or a third party contracted by client to cooperate and/or to provide information apply in all cases as essential obligations under the agreement.

13.2. If, at the time of the termination for breach, client has already received goods or services in the performance of the agreement, this performance and the relevant payment obligations cannot be undone unless client proves that supplier is in default with respect to the essential part of the performance due. With due regard to the provisions of the preceding sentence, sums invoiced by supplier prior to the termination for breach in connection with what has already been properly performed or delivered in the performance of the agreement remain due in full and become immediately payable at the time of the termination for breach.

13.3. An agreement which, due to its nature and content, is not discharged by performance and which has been entered into for an indefinite period of time may be terminated, following consultation between parties, by either party by serving written notice of termination to the other party (opzeggen). Reasons for the termination must be stated. If a notice period had not been agreed on between parties, a reasonable period must be observed when notice of termination is served. Supplier is never obliged to pay any compensation because of this termination.

13.4. Client is not entitled to terminate (opzeggen) an agreement for services that has been entered into for a definite period of time before the end of the term; client is not entitled either to terminate (opzeggen) an agreement that ends by completion before it has been completed.

13.5. Either party may terminate (opzeggen) the

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agreement in writing, in whole or in part, without notice of default being required and with immediate effect, if the other party is granted a suspension of payments, whether or not provisional, a petition for bankruptcy is filed against the other party or the company of the other party is liquidated or dissolved other than for restructuring purposes or for a merger of companies. Supplier may also terminate (opzeggen) the agreement, in whole or in part, without notice of default being required and with immediate effect, if a direct or indirect change occurs in the decisive control of client's company. Supplier is never obliged to repay any sum of money already received or pay any sum of money in compensation because of termination as referred to in this paragraph. If client is irrevocably bankrupted, its right to use the software, websites and the like made available to client ends, as does its right to access and/or use supplier's services, without supplier being required to cancel these rights.

14. Supplier's liability

14.1. Supplier's total liability for an imputable failure in the performance of the agreement or arising from any other legal basis whatsoever, explicitly including each and every failure to meet a guarantee or indemnification obligation agreed on with client, is limited to the compensation of damages as described in more detail in this article.

14.2. Direct damage is limited to a maximum of the price stipulated for the agreement in question (excluding VAT). If the agreement is mainly a continuing performance contract with a duration of more than one year, the price stipulated for the agreement is set at the total sum of the payments (excluding VAT) stipulated for one year. In no event does supplier's total liability for any direct damage, on any legal basis whatsoever, exceed EUR 500,000 (five hundred thousand euros).

14.3. Supplier's total liability for any damage arising from death or bodily injury or arising from material damage to goods is limited to the amount of EUR 1,250,000 (one million two hundred fifty thousand euros).

14.4. Liability for indirect damage, consequential loss, loss of profits, lost savings, reduced goodwill, loss due to business interruption, loss as a result of claims of client's clients, loss arising from the use of goods, materials or software of third parties prescribed by client to supplier and any damage and loss arising from contracting suppliers client has recommended to supplier is excluded. Liability for corruption, destruction or loss of data or documents is also excluded.

14.5. The exclusions and limitations of supplier's liability described in articles 14.2 up to and including 14.4 are without any prejudice whatsoever to the other exclusions and limitations of supplier's liability described in these general terms.

14.6. The exclusions and limitations referred to in articles 14.2 up to and including 14.5 cease to apply if and insofar as the damage is caused by intent or deliberate recklessness on the part of supplier's management.

14.7. Unless performance by supplier is permanently impossible, supplier is exclusively liable for an imputable failure in the performance of an agreement if client promptly serves supplier with a written notice of default, granting supplier a reasonable period of time to remedy the breach, and supplier should still imputably fail to meet its obligations after that reasonable term has passed. The notice of default must describe supplier's failure as comprehensively and in as much detail as possible so that supplier has the opportunity to respond adequately.

14.8. The right to compensation of damages exclusively arises if client reports the damage to supplier in writing as soon as possible after the damage has occurred. Any claim for compensation of damages filed against supplier lapses by

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the mere expiry of a period of twenty four months following the inception of the claim unless client has instituted a legal account for damages prior to the expiry of this term.

14.9. Client indemnifies supplier against any and all claims of third parties arising from product liability because of a defect in a product or system that client delivered to a third part and that consisted in part of hardware, software or other materials delivered by supplier, unless and insofar as client is able to prove that the loss was caused by the hardware, software or other materials referred to.

14.10. The provisions of this article and all other exclusions and limitations of liability referred to in these general terms also apply in favor of all natural persons and legal persons that supplier and supplier's suppliers contracts for the performance of the agreement.

15. Force majeure

15.1. Neither party is obliged to meet any obligation, including any statutory and/or agreed guarantee obligation, if it is prevented from doing so by circumstances beyond its control (overmacht). Circumstances beyond supplier's control include, among other things: (i) circumstances beyond the control of supplier's suppliers, (ii) the failure by supplier to properly meet obligations that were contracted by supplier on client's instructions, (iii) defects in goods, hardware, software or materials of third parties that supplier uses on client's instructions, (iv) measures by public authorities, (v) power failures, (vi) failures of the internet, data network or telecommunication facilities, (vii) (cyber)crime, (cyber) vandalism, war or terrorism and (viii) general transport problems.

15.2. If a force majeure situation lasts for more than sixty days, either party has the right to terminate the agreement, in writing, for breach (ontbinden). In such event, all that has already been performed under the agreement must be paid

for on a proportional basis, without anything else being due by either party to the other party.

16. Adjustments and extra work

16.1. If, at client's request or after client's prior consent, supplier has performed activities or has delivered goods or services that are outside the scope of the agreed activities and/or delivery of goods or services, client is charged for these activities or for these goods or services on the basis of the agreed rates or, if no rates have been agreed on by parties, on the basis of supplier's applicable rates. Supplier is not obliged to honour such request and may require that, to that purpose, a separate agreement should be entered into in writing.

16.2. Insofar as a fixed price has been agreed on for the agreement, supplier informs client, at client's request and in writing, about the financial consequences of the extra work or additional delivery of goods or services referred to in this article.

17. Transfer of rights and obligations

17.1. Client is not entitled to sell, transfer or pledge (verpanden) its rights and obligations under an agreement to a third party.

17.2. Supplier is entitled to sell, transfer or pledge (verpanden) any claims it has to payment or any sums due to a third party.

18. Applicable law and disputes

18.1. The agreements between supplier and client are governed by the laws of the Netherlands. Applicability of the Vienna Convention 1980 (The United Nations Convention on Contracts for the International Sale of Goods (CISG)) is excluded.

18.2. Any disputes that may arise from an agreement



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between parties and/or from any further agreements deriving from this agreement shall be finally and exclusively resolved by the competent court in the Netherlands. If the law does not provide for the competence of a Dutch court, the court of Utrecht, The Netherlands will be the competent court in first instance.

Chapter 2: Services

19. Performance of services

- 19.1. Supplier performs its services with care to the best of its ability, where applicable in accordance with the arrangements and procedures agreed on with client in writing. All services provided by supplier are performed on the basis of a best-efforts obligation unless and insofar as supplier has explicitly promised as result in the written agreement and the result concerned has been described in the agreement in a sufficiently precise manner.
- 19.2. Supplier is not liable for any damage suffered or costs incurred as a result of the use or misuse that is made or access or identification codes or certificates or any other security means unless the misuse is the direct result of any intent or deliberate recklessness on the part of supplier's management.
- 19.3. If the agreement has been entered into with a view to it being performed by one specific person, supplier is always entitled to replace this person by one or more persons who have the same and/or similar qualifications.
- 19.4. Supplier is not obliged to follow client's instructions when performing the services, more particularly not if these instructions change or add to the content or scope of the services agreed on. If such instructions are followed, however, the activities performed are charged at supplier's applicable rates.

20. Service Level Agreement

- 20.1. Possible arrangements about a service level (Service Level Agreement) are exclusively agreed on in writing. Client promptly informs supplier about any circumstances that may affect the service level or its availability.
- 20.2. If any arrangements have been made about a service level, the availability of software, systems and related services is always measured in such a way that unavailability due to preventive, corrective or adaptive maintenance service or other forms of service that supplier has notified client of in advance and circumstances beyond supplier's control are not taken into account. Subject to proof to the contrary offered by client, the availability measured by supplier is considered conclusive.

21. Backups

- 21.1. If the services provided to client under the agreement include making backups of client's data, supplier makes a complete backup of client's data in its possession, with due observance of periods of time agreed on in writing, or once a week of such terms have not been agreed on. Supplier keeps the backup for the duration of the agreed term or for the duration of supplier's usual term if no further arrangements have been made in this regard. Supplier keeps the backup with due care and diligence.
- 21.2. Client itself remains responsible for complying with all the applicable statutory obligations with respect to keeping records and data retention.



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Chapter 3: Advisory and consultancy services

22. Performance of advisory and consultancy services

22.1. Supplier performs the advisory and consultancy services in a fully independent manner, at its own discretion and without client's supervision and directions.

22.2. Supplier does not commit to a completion time of the assignment because the completion time of an assignment in the field of advisory or consultancy services depends on various factors and circumstances, such as the quality of the data and the information provided by client and the assistance rendered by client and relevant third parties.

22.3. Supplier only perform its services on supplier's usual working days and during supplier's usual business hours.

22.4. The use that client makes of any advisory and/or a consultancy report drafted by supplier is always at client's risk. The burden of proof is on client to prove that the advisory and/or consultancy services or the way in which these are performed is not in compliance with that which has been agreed on in writing or that which may be expected from a competent supplier acting reasonably, without prejudice to supplier's right to provide evidence to the contrary, using any legal means.

22.5. Without supplier's prior written permission, client may not inform any third party about supplier's way of working, methods and techniques and/or the content of supplier's recommendations or reports. Client may not provide supplier's recommendations or reports to a third party or otherwise make supplier's recommendations or reports public.

23. Reporting

23.1. Supplier periodically informs client, in the manner agreed on in writing, about the performance of the services. Client informs supplier, in advance and in writing, about

circumstances of importance or circumstances that could be of importance to supplier, such as the manner of reporting, the issues to be addressed, client's prioritization, the availability of client's resources and staff and special facts or circumstances or facts or circumstances of which supplier is possibly unaware. Client ensures that the information provided by supplier is spread and actually taken notice of within client's organization or company and client assesses this information, also on this basis, and informs supplier of this.

24. Payment

24.1. If no payment schedule has been explicitly agreed on, all sums related to the services provided by supplier as meant in this section become due and payable, in arrears, per calendar month.

Chapter 4: Purchase and sale of equipment and goods

25. Purchase and sale

25.1. Supplier sells equipment and/or other goods according to the nature and number agreed on in writing

25.2. Supplier does not guarantee that any equipment and/or other goods are suitable, on delivery, for client's actual and/or intended use unless the intended purposes have been clearly specified, without caveats, in the written agreement.

25.3. Supplier's obligation to sell does not include assembly and installation of materials, software, consumer items and articles, batteries, stamps, ink and ink cartridges, toner articles, cables and accessories.

25.4. Supplier does not guarantee that the assembly, installation and operating instructions that come with the equipment and/or goods are free of errors and that the equipment and/or goods have the features stated in these



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instructions.

26. Delivery

26.1. The equipment and/or goods sold by supplier to client are delivered to client ex warehouse. If this has been agreed on in writing, supplier delivers the goods sold to client at a location to be designated by client, or has these goods delivered at this location. In this case, supplier informs client, if possible in good time before the delivery, about the time when supplier or the transporter contracted by supplier intends to deliver the equipment and/or goods.

26.2. The purchase price of the equipment and/or goods does not include the costs of transportation, insurance, hauling and hoisting, the hiring of temporary facilities and the like. If applicable, client is charged for these costs.

26.3. If client requests supplier to remove or destroy old materials – such as networks, cabinets, cable ducts, packaging materials, hardware or data on hardware – or if supplier is legally obliged to do so, supplier may accept this request on the basis of a written order and at its applicable rates. If and insofar as supplier is prohibited by law from requiring payment, for example in the context of the old-for-new scheme, supplier does not charge, where applicable, any costs.

26.4. Provided parties have entered into a written agreement to arrange for this, supplier is responsible for installing, configuring and connecting the equipment and/or goods or for having the equipment and/or goods installed, configured and connected. Any obligation of supplier to install and/or configure equipment neither includes data conversion nor software installation. Supplier is not responsible for obtaining any possible required licenses.

26.5. Supplier is always entitled to perform the agreement in partial deliveries.

27. Test setup

27.1. Supplier is only obliged to set up a test environment for the equipment client is interested in if this has been agreed in writing. Supplier may attach financial and other conditions to a test setup. A test setup involves making the standard version of the equipment temporarily available on approval, excluding accessories, in a space made available by client, prior to client's final decision on whether or not to purchase the equipment in question. Client is liable for the use of, damage to and theft or loss of the equipment that forms part of a test setup.

28. Requirements equipment environment

28.1. Client ensures an environment that meets the requirements specified by supplier for the equipment and/or goods, among other things in terms of temperature, humidity and technical requirements.

28.2. Client ensures that activities to be performed by third parties, such as constructional work, are performed adequately and on time.

29. Guarantees

29.1. Supplier makes every effort to repair defects in the material and manufacturing defects in the equipment and/or goods sold, as well as defects in parts delivered by supplier within the scope of the guarantee, within a reasonable period of time and free of charge if these defects are reported, in detail, to supplier within a period of three months following delivery. If, in supplier's reasonable opinion, the defects cannot be repaired or repair would take too long, or if repair would entail disproportionately high costs, supplier is entitled to replace the equipment and/or goods free of charge with other, similar, though not necessarily identical, equipment and/or goods. The guarantee does not include any data conversion that should be required because of any repair

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or replacement. All replaced parts are supplier's property. The guarantee obligation no longer applies if defects in the equipment, goods or parts are entirely or partly caused by incorrect, careless or incompetent use or by external circumstances such as fire or water damage, or if client modifies the equipment or parts delivered by supplier under the guarantee, or has these modified, without supplier's permission. Supplier does not withhold such permission on unreasonable grounds.

29.2. Client cannot file any claims or further claims concerning non-conformity of equipment and/or goods delivered other than those laid down in article 29.1.

29.3. Client is charged for any costs incurred by activities and repairs performed outside the scope of this guarantee at supplier's applicable rates.

29.4. Supplier does not have any obligation whatsoever under the purchase agreement with respect to defects and/or other faults reported after the guarantee period referred to in article 29.1.

30. Products or services of third parties

30.1. If and insofar as supplier makes products or services of third parties available to client or grants access to these products or services, the terms of the third parties in question apply to these products or services in the relationship between supplier and client and replace the provisions in these general terms that depart from those third parties terms, provided that client has been informed by supplier about the applicability of the (licensing or sales) terms of those third parties and client has been given a reasonable opportunity to take note of those terms. Contrary to the previous sentence, client cannot invoke a failure on the part of supplier to meet the aforementioned obligation of client is a party as referred to in article 6:235 paragraph 1 or paragraph 3 of the Netherlands civil code.

30.2. If and insofar as the terms of third parties in the relationship between client and supplier referred to above prove to be inapplicable or are declared inapplicable for any reason whatsoever, these general terms apply in full.

31. Product properties

31.1. All equipment and/or goods sold by supplier have not been developed, tested or certified as a medical device according to Regulation (EU) 2017/745 (MDR) and is not intended to be used as medical device. Supplier has not tested in particular for the manufacture of pharmaceutical products or medical devices possibly relevant or required properties such as biocompatibility (especially in combination or interaction with certain post-treatment methods, substances and chemicals), temperature resistance, mechanical resistance, chemical resistance, physical behavior and the material behavior during sterilization. In this respect supplier also make no declarations, statements regarding suitability for medical or pharmaceutical purposes, warranties or guarantees. The communication of technical data by supplier (e.g. on biocompatibility) or the answering of technical questions about the equipment and/or goods sold by supplier shall not constitute a warranty of any particular properties and/or suitability of the relevant equipment and/or goods, in particular with regard to the suitability of such equipment and/or goods for medical purposes and/or as a component for the manufacture of pharmaceutical products or medical devices.

31.2. Insofar the client intends to use the equipment and/or goods for the manufacture of pharmaceutical products or medical devices, the responsibility and liability for all analyses, tests, evaluations, procedures, risk assessments, conformity assessments, approval and certification procedures as well as for all other official and regulatory measures

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required for this purpose shall lie solely with the client.

31.3. Client shall assume all risks and shall be solely liable, in particular vis-à-vis third parties, for all pharmaceutical products and medical devices that the client manufactures using the equipment and/or goods of the supplier, and the client shall also indemnify supplier against any liability in this respect upon first demand.

31.4. Supplier assumes no liability or responsibility with respect to the properties, suitability, testing, evaluation, risk assessment and/or other conditions of use of the equipment and/or goods of the supplier for the foregoing purposes for the products or parts manufactured with the deliverables or for any other risks arising from any application, processor or use of the equipment and/or goods directly or indirectly for medical purposes.

in writing or a failure of the equipment to comply with these specifications without interruption. A malfunction only exists if client cannot only demonstrate but also reproduce this malfunction. Supplier is also entitled, though not obliged, to perform preventive maintenance.

32.4. Client promptly informs supplier of a malfunction in the equipment, by providing a detailed description of it, when this malfunction occurs.

32.5. Client renders all assistance required by supplier in the context of maintenance services, for example to temporarily stop using the equipment. Client grants supplier's staff or third parties designated by supplier access to the

Chapter 5: Maintenance

32. Maintenance services

32.1. Supplier performs maintenance services for the equipment specified in the maintenance agreement, provided that the equipment is set up in the Netherlands.

32.2. Client is not entitled to temporary replacement equipment during the time that supplier has the equipment that has to be maintained in its possession.

32.3. The content and scope of the maintenance services to be performed and the service levels that possibly apply are laid down in a written maintenance agreement. If maintenance has not been agreed on in writing, supplier is obliged to make every effort to repair malfunctions, within a reasonable period of time, that have been reported by client in an appropriate way. In these general terms, 'malfunction' means non-compliance of the equipment with the equipment specifications explicitly made known by supplier



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location of the equipment, renders the assistance required and makes the equipment available to supplier to that the maintenance services can be performed.

32.6. Client ensures that a complete and properly functioning backup is made of all software and data recorded in or on the equipment before the equipment is made available to supplier for maintenance.

32.7. At supplier's request, one of the client's staff who is an expert in the matter at hand is present for consultation when the maintenance services are performed.

32.8. Client is authorized to connect equipment and systems not delivered by supplier to the equipment and install software on that equipment.

32.9. If, in supplier's opinion, maintenance of the equipment should require testing the equipment's connection with other equipment or software, client makes both the other equipment and software in question and the test procedures and data carriers available to supplier.

32.10. Testing material required for maintenance that is not included in supplier's normal range of equipment is to be made available by client.

32.11. Client bears the risk of loss or theft of, or damage to, the equipment during the time that supplier has the equipment that has be maintained in its possession. It is up to client to take out insurance against this risk.

33. Maintenance fees

33.1. The maintenance fee does not include:

- costs of consumer articles, or of replacing these articles, such as batteries, stamps, ink and ink cartridges, toner articles, cables and accessories;
- costs of parts, or of replacing these parts, and of maintenance to repair malfunctions that were entirely or partly caused by attempts at repair by parties other than supplier;

- activities performed for overhaul of the equipment;
- modifications of the equipment;
- moving, relocating or reinstalling equipment, or costs for transportation where equipment is to be repaired or any other activities arising from these activities.

33.2. The maintenance fee is due regardless whether client has put the equipment to use and makes use of it and regardless whether client makes use of the maintenance option.

34. Exclusions

34.1. Activities performed to investigate or repair malfunctions that are caused by or connected with user errors, improper use of the equipment or external circumstances such as failures of internet services, data network connections, power supplier or connections to equipment, software or materials that do not come under the maintenance agreement, do not fall within the scope supplier's obligations under the maintenance agreement.

34.2. Supplier's obligations with respect to maintenance do not cover:

- investigating or repairing malfunctions that are caused by or connected with a modification of the equipment carried out by a party other than supplier or a party acting on behalf of supplier;
- use of the equipment in breach of the applicable conditions and client's failure to have the equipment maintained in time.

Supplier's maintenance obligations do not include investigating or repairing malfunctions in the software installed on the equipment.

34.3. Any costs incurred by maintenance services and/or investigations carries out under articles 34.1 and/or 34.2, can be charged by supplier, or charged as extra costs by supplier, at supplier's applicable rates.

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34.4. Supplier is never obliged to recover corrupted or lost data.

Chapter 6: Extra provisions regarding contract-manufacturing and 3D-printing

35. Research, complaints

35.1. The client is obliged to inspect the delivered equipment and/or goods or the packaging at the time of delivery, or to carry out this research within 3 days after notification by the Supplier that the equipment and/or goods are available client. In doing so, client should investigate whether the quality and quantity of the delivered equipment and/or goods corresponds with what has been agreed, or at least meets the requirements that are set for this in normal (commercial) traffic.

35.2. Visible and invisible but easily identifiable defects must be noted immediately on the consignment note or the delivery document. Defects that are not visible and cannot be easily identified must be reported to the Supplier in writing, with an accurate description of the defects, within 7 days after client has discovered or could have discovered the defects.

35.3. The Supplier should be able to check submitted complaints.

35.4. Minor deviations within the generally accepted tolerance limits do not entitle to a complaint.

35.5. Client declares that is has (taken) knowledge of the applied technologies and the limitations that apply thereto. Under no circumstances does a failure to meet expectations entitle the client to complain.

35.6. If a complaint is lodged in time and if, in the opinion of the Supplier, the complaints are made correct, the Supplier shall repair the shortages or defects within a reasonable period or replace the delivered equipment and/or goods. However, client remains obliged to pay for the delivered

equipment/or goods and to fulfill all other obligations resting on it.

35.7. If, in the opinion of the Supplier, the complaints are not correct then client is obliged to pay the reasonable costs of the Supplier in connection with the investigation of the complaints.

35.8. If a complaint is not made in time or if client issues it by the Supplier the equipment and/or goods have been put into use, or have been stored, the equipment and/or goods are deemed to have been delivered properly.



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