

Subject: Standard Conditions for Commissions to S[&]T 2020

These Standard Conditions shall apply to all commissions awarded to Science and Technology B.V. (hereinafter referred to as S[&]T) in Delft, the Netherlands, with the exception of commissions awarded to S[&]T which solely concern the supply of standard software.

These Standard Conditions shall apply with the explicit exclusion of (standard) conditions of the principal. Deviations from these Standard Conditions shall be binding only if agreed upon in writing between S[&]T and the principal. These Standard Conditions have been determined by S[&]T and have been filed with the Chamber of Commerce for Haaglanden, the Netherlands. They may also be consulted at www.stcorp.nl.

1. Definitions

- 1.1. **Principal, principal:** the party commissioning S[&]T to perform activities;
- 1.2. **offer:** the offer made by S[&]T to the (potential) principal specifying the result(s) of the activities commissioned;
- 1.3. **Standard Conditions:** these Standard Conditions applied by S[&]T;
- 1.4. **S[&]T:** the company "Science and Technology B.V.";
- 1.5. **the commission:** the agreement concluded between S[&]T and the principal to conduct activities and/or the agreement to render services and/or supply goods;
- 1.6. **standard software:** software supplied by S[&]T on the basis of a "standard S[&]T license".
- 1.7. **work day:** Monday through Friday, with the exception of generally recognized holidays in The Netherlands.
- 1.8. **INCO terms:** the International Commercial Terms 2000, drawn up and published by the International Chamber of Commerce (ICC);

2. The content of the commission

- 2.1. The content of the commission shall be determined by the description of the activities laid down in the offer referred to in article 1.1, and all amendments to the offer effected afterwards in mutual consent.
- 2.2. The offer is only binding on S[&]T if it is confirmed on behalf of S[&]T by a person who is officially authorised to represent S[&]T. The offer is valid for one month after it has been issued by S[&]T, unless explicitly stated otherwise by S[&]T in the offer.
- 2.3. The agreement is concluded when your written consent, or consent by e-mail, to the offer has been received in good time. If you ask S[&]T to start work before it has issued an offer or before it has received your consent to the offer, your request will be regarded as consent to the entire offer as

issued by S[&]T and an agreement will have been created. Once the agreement including all annexes has been created as described above, it contains all arrangements made by S[&]T and you regarding this commission; any arrangements and commitments not contained in the agreement are cancelled as a result.

- 2.4. In the offer, S[&]T incorporates its ideas, knowledge and experience regarding the proposed commission and the manner in which it can be performed. For that reason, S[&]T requires that you only use the offer (including any changes, additions and expansions) for determining whether you will award S[&]T the commission and not for any other purposes. If no agreement is created, S[&]T only holds rights with regard to the contents of the offer, with the exception of any information from you that it contains.
- 2.5. Unless expressly included in the offer, conducting searches into the existence of patent rights held by third parties or reviewing patentability shall not be part of the commission.
- 2.6. S[&]T can only be bound by changes or additions to, an expansion of and/or deviation from the offer, the agreement, the commission or a deviation from the Standard Conditions if they are confirmed on behalf of S[&]T in writing or by e-mail followed by written confirmation by a person who is officially allowed to represent S[&]T. Such changes, additions, expansions and/or deviations are only valid in respect of the specific agreement in which they have been agreed with you.

3. The performance of the commission

- 3.1. Parties shall not be entitled to transfer their rights and/or their obligations arising out of the commission to one or more third parties. S[&]T may however make use of third parties in its performance of the commission.
- 3.2. The commission shall be performed within the estimated term referred to in the offer, unless this cannot reasonably be required given the circumstances. If the term appears to be exceeded, S[&]T shall confer with the principal as soon as possible. S[&]T shall not be in default solely due to the expiry of the term.
- 3.3. By accepting the commission, S[&]T shall not be bound to do more than to conduct the activities commissioned and to endeavor to achieve a result useful to the principal. S[&]T shall perform the commission using its best knowledge and skills, in accordance with the state of the art at the time of the performance of the commission and in accordance with all generally recognised standards and codes of practice of consultants within the same industry.
- 3.4. If the commission (partly) concerns research on samples, then – except when it is agreed that sampling is to be done under the responsibility of S[&]T – solely the principal shall be responsible for the selection, representativeness, application of codes, trade mark(s) or product name(s) and for providing S[&]T with the samples to be researched.
- 3.5. The principal shall inform S[&]T of properties of goods provided by the principal to S[&]T in connection with the commission which might

constitute a hazard and label such goods or their packaging clearly as being hazardous.

- 3.6. If parties have agreed that the principal will make certain data or goods available to S[&]T for the performance of the commission, or which the principal in all reasonableness ought to understand is required for performing the commission, S[&]T is not obliged to commence performance before S[&]T has received the agreed number of data or goods, in the agreed form, within the agreed term. S[&]T has the right to charge the principal the additional expenses resulting from that delay at the usual rates. Any delay caused herewith shall automatically extend the time period referred to in article 3.2.
- 3.7. If unmistakable shortcomings in the methods or other significant details related to the commissioned activities are discovered during performance of the commission, S[&]T will inform the principal accordingly. If there are any misunderstandings regarding the contents and/or the performance of the agreement because S[&]T did not receive information from you, or because that information was inaccurate or incomplete, not received in good time or in writing, this will be your risk, unless that would not be reasonable under the circumstances.
- 3.8. In connection with activities conducted for the commission on the site of the principal or on a site designated by the principal, the principal shall guarantee the safety of S[&]T personnel or others who are not S[&]T subordinates used by S[&]T for the performance of the commission.
- 3.9. S[&]T reserves the right, at any and all times and solely at the discretion of the management of S[&]T, to refrain from deploying its personnel and others used by S[&]T who are not its subordinates at any other location than at the offices of S[&]T, should staff safety be in jeopardy at such other location. S[&]T shall not be obligated to perform any obligation arising out of the commission to the extent any such performance of such an obligation would require personnel and the aforementioned others having to be deployed at a location where their safety would be in jeopardy.
- 3.10. S[&]T delivers ex works 'S[&]T head office'. 'Ex works' must be interpreted in accordance with the INCO Terms.

4. Secrecy

- 4.1. S[&]T shall solely be committed to keep secret the name of the principal and the fact activities are conducted if this has been agreed in writing upon the commission being awarded. The obligation to secrecy shall in any case expire two (2) years after the date of the final invoice or two (2) years after the date of the final report should this be provided sooner.
- 4.2. With the exception of a patent application made by S[&]T as referred to in article 6.1, S[&]T shall, for a period of two (2) years after the date of the final invoice or two (2) years after the final report should this be provided sooner, be obligated to keep secret the results of the commission as made available by S[&]T to the principal. That secrecy shall not include the (experimental) working methods, (experimental) models, apparatus, calculation methods and computer programs, the development of which was not directly

envisaged with the commission. In case of testing, analyses, measurements or bibliographical research, only the results of such tests, analyses, measurements or bibliographic research shall be subject to secrecy.

- 4.3. S[&]T shall be obligated to keep secret information received from the principal in connection with the performance of the commission which information has been explicitly labeled secret by the principal. This obligation to keep secret shall not apply to:
- a. information which was already known to S[&]T at the time that information was disclosed by the principal to S[&]T;
 - b. information which either was or has become public knowledge, without this public knowledge being the result from any negligence on the part of S[&]T;
 - c. information which was obtained by S[&]T from a third party which was entitled to disclose such information;
 - d. information which resulted from S[&]T's own research, without having used the information which was labeled secret.
- 4.4. S[&]T's obligation to secrecy shall not apply if and to the extent it conflicts with the public interest or if S[&]T is required to make such information public in legal proceedings or if S[&]T is confronted with a serious danger or hazard to and for persons or goods. In the latter case, S[&]T shall confer with the principal, if possible, prior to notifying the party whose person(s) or goods are being threatened and/or the competent authorities.
- 4.5. If misunderstandings arise as a result of the principal making known the results of the commission, this shall relieve S[&]T from being bound to secrecy to the extent reasonably necessary for S[&]T to provide third parties with information about those results.
- 4.6. S[&]T reserves the right to inform third parties and/or publish as to the nature, the general content of the commission and the activities conducted in connection with the commission.
- 4.7. If S[&]T uses third parties to perform (parts of) the commission in which secret information is used, it shall ensure that any such third party shall observe secrecy.

5. Right to results

- 5.1. The principal shall obtain the full and free right of use of the results of the commission made available to the principal by S[&]T. S[&]T shall not be obligated to indemnify the principal against any infringements made by third parties on the right of the principal to the results of the commission.
- 5.2. S[&]T retains full intellectual property rights at any and all times, including, but not limited to copyrights, model rights and data-bank rights in relation to:
- a. the knowledge and experience available at S[&]T at the time the commission was awarded (pre-existing knowledge and experience);
 - b. new knowledge and experience resulting from the performance of the commission;
 - c. the results which are obtained outside the scope of the commission as referred to in article 1.1;

- d. the (experimental) working methods, (experimental) models, equipment, calculation methods and computer programs produced as a result of the performance of the commission, whose development was not directly envisaged with the commission.
- 5.3. Without prejudice to article 5.3, S[&]T shall at any and all times be entitled to use the information referred to above under 5.3.a – 5.3.d and/or have that information used for and/or by third parties.
- 5.4. Reports, drawings and other material objects which result from the commission, shall become the property of the principal without prejudice to that determined in article 7.7, with the exclusion of S[&]T's copyright(s).
- 5.5. Without prior written consent from S[&]T, the principal may not:
 - a. reproduce and/or publish, either in whole or in part, any and all documents provided by S[&]T, such as reports, advice, agreements, designs, sketches, drawings, software, etc. in print, photo-copy form, on microfilm, in electronic form or in any other manner, including storing them in a "retrieval system";
 - b. permit persons outside the circle of those who, given the scope of the commission, are directly involved with the commission to peruse documents provided by S[&]T;
 - c. use documents provided by S[&]T, in whole or in part, or have those documents used to institute claims, conduct legal proceedings, for advertising purposes or anti-advertising purposes, tests, and for acquisition and sales in general;
 - d. use the name and/or the logo of S[&]T, in any connection whatsoever in publishing a part or parts of documents issued by S[&]T and/or for one or more of the purposes referred to in subsection c;
 - e. apply the name and/or the logo of S[&]T or to otherwise connect these to goods tested by S[&]T, checked by S[&]T or commented on by S[&]T, or which were manufactured by S[&]T.

6. Protection of knowledge

- 6.1. Should the performance of the commission by S[&]T lead to patentable results, the principal shall be entitled to apply for patents in its name and for its account, unless the invention is not a result that was envisaged with the commission.

If the principal applies for a patent, it shall compensate S[&]T for which S[&]T might become due to pay the inventor pursuant to article 12, section 6 of the Netherlands Patent Act (Rijksoctrooiwet).

If the principal failed to notify S[&]T in writing within three (3) months after the notice as referred to in article 6.2 of its intention to exercise its right as referred to in article 6.1, or if no patent application is submitted within six (6) months after such notice, this right shall transfer to S[&]T. Without prejudice to article 4, S[&]T has in this case the right to publish, or otherwise make public the patentable material.

- 6.2. S[&]T and the principal shall notify one another about:
 - a. their supposition of patentable materials having been found;
 - b. the fact that a patent application is or shall be submitted;

c. the content of that application.

Moreover, they shall co-operate with one another in full when submitting patent applications.

- 6.3. If a party obtains a patent in respect of a result of the commission, it shall grant the other party a license to this, under terms and conditions to be mutually agreed, on the grounds of which parties may derive those rights they have pursuant to article 5. The license shall not be freely transferable.
- 6.4. The applicant/holder shall be at liberty, at any and all times, to withdraw a patent application or to allow a patent granted to expire. The other party (principal or S[&]T) shall then have the right of first refusal to have the application or the patent granted transferred and registered in its name.

7. Price and payment

- 7.1. The price to be paid by the principal to S[&]T shall be determined on the basis of actual costs, calculated in conformity with the rates agreed for the commission and including the amounts which S[&]T shall be due to pay third parties in connection with the performance of the commission. Should no rates have been agreed in advance, they shall be determined on the grounds of the methods customarily applied by S[&]T. S[&]T reserves the right to adjust the rates annually.
- 7.2. If, contrary to article 7.1, the offer made includes a “fixed price”, that price shall be the agreed price. If no “fixed price” is included in the offer, the amount quoted shall be no more than a non-obligatory estimation of the costs.
- 7.3. Unless agreed upon otherwise, all amounts in the offer shall not include Value Added Tax (VAT) and all amounts due shall be payable in Euros.
- 7.4. If requested by the principal, S[&]T shall adhere to a limit amount. If S[&]T is of the opinion that the performance of the commission requires an increase of the limit amount, it shall inform the principal thereof. Until further financial arrangements have been agreed, S[&]T shall have the right to postpone its activities.
- 7.5. S[&]T reserves the right to submit interim invoices and/or require advance payment.
- 7.6. The principal shall pay the invoices in the currency designated in the offer within thirty (30) days after the date of receipt of the invoice. If the date of receipt of the invoice cannot be determined the date of receipt will be the first work day following on the date printed on the invoice. If the principal exceeds the payment period, the principal shall pay both statutory commercial interest and collection costs. Any amounts owed by S[&]T may not be deducted from these invoices, and such invoices may not be set off against such amounts.
- 7.7. S[&]T shall retain the ownership of all goods which S[&]T provides to the principal in connection with the commission – including material objects as referred to in article 5.6 – until the time at which the amounts due to S[&]T from the principal have been paid in full.
- 7.8. If S[&]T has custody of any goods of the principal in connection with the performance of the commission, S[&]T shall be entitled to retain such goods

- until all amounts due to it from the principal have been paid in full, unless the principal has provided sufficient security for payment of those amounts.
- 7.9. In the case of liquidation, (an application for) bankruptcy, official debt clearance on the part of the principal pursuant to the Netherlands Debt Clearance for Natural Persons Act (Wet Schuldsanering Natuurlijke Personen), attachment or (provisional) moratorium of payments on the part of the principal, the amounts due to S[&]T from the principal shall become due immediately.
- 7.10. If a fixed price as referred to in 7.2 has been agreed with you, but – with your consent – the commission is changed or expanded, or if it turns out during the performance of the commission that you did not, or insufficiently, inform S[&]T about your wishes, requirements or preconditions when the agreement was concluded, S[&]T will invoice the additional work resulting from this on the basis of actual costs.
- 7.11. Notwithstanding the foregoing, prices for goods containing precious metals, nonferrous metals, magnetic minerals, and/or alloys thereof shall be subject to application of surcharge(s) at time of shipment, based upon fluctuations in the market value of such raw materials.

8. Liability

- 8.1. S[&]T shall be liable solely for damages directly resulting from a shortcoming attributable to S[&]T in the performance of its obligations. If S[&]T is liable for damages incurred by the principal, S[&]T shall solely be liable for direct damages incurred by the principal up to the amount to be paid by the principal for the performance of the commission in accordance with article 7.1. Remuneration paid by S[&]T to third parties for the performance of the commission shall not be included in the aforementioned amount. This limitation of liability shall not apply if such damages are resulting from an intentional act or wilful recklessness of S[&]T.
- 8.2. S[&]T shall never be liable for indirect damages, including but not limited to consequential damages, loss of profit, missed savings and damages incurred due to production stagnation and/or business interruption.
- 8.3. S[&]T, its personnel and others who are not its sub-ordinates used by S[&]T in connection with the performance of the commission shall not be liable for damages incurred by the principal arising out of the application and/or use of (part of) the results of the commission, unless such damages are caused by
an intentional act or wilful recklessness of S[&]T, its personnel and/or the aforementioned others.
- 8.4. The principal shall indemnify S[&]T, its personnel and others who are not its sub-ordinates used by S[&]T in connection with the performance of the commission for any third party claim in respect of damages incurred by those third parties arising from the application and/or the use of (a part of) the results of the commission by the principal and/or third parties provided with those results by the principal or (otherwise) informed thereof, unless such damages are caused by an intentional act or wilful recklessness of S[&]T, its personnel and/or the aforementioned others.

- 8.5. The principal shall be liable for damages and/or injuries incurred by S[&]T, its personnel and others who are not its sub-ordinates used by S[&]T in connection with the performance of the commission and/or damage to goods of S[&]T, or injuries sustained during a stay on a site in connection with the commission, in a vehicle and/or on technical installations of the principal. The same shall apply to sites, vehicles and installations of third parties. These stipulations override all differently formulated stipulations which were accepted by S[&]T's personnel and/or the aforementioned others, i.e. when entering the site. This clause shall not apply if such damages or injuries have been caused by an intentional act or wilful recklessness of S[&]T, its personnel and/or the aforementioned others.
- 8.6. S[&]T, its personnel and others who are not its sub-ordinates used by S[&]T in connection with the performance of the commission shall not be liable for damages and/or injuries incurred or sustained by the principal, its personnel and/or its goods, when on site, in a vehicle and/or on installations of S[&]T, unless such damage and/or injury is caused by an intentional act or wilful recklessness of S[&]T, its personnel and/or the aforementioned others.
- 8.7. S[&]T shall not be liable for normal damages to the site and/or to planting and other natural growth resulting from driving on the site and performing the commission. The principal shall indemnify S[&]T in connection with any claims which might be made by third parties for such damages.
- 8.8. S[&]T, its personnel and others who are not its sub-ordinates used by S[&]T in connection with the performance of the commission shall not be liable for damage to objects of the principal which S[&]T has in its custody in connection with the performance of the commission, unless such damage was caused by an intentional act or wilful recklessness of S[&]T, its personnel and/or the aforementioned others.
- 8.9. S[&]T, its personnel and others who are not its sub-ordinates used by S[&]T in connection with the performance of the commission shall not be liable for damage to, or loss of, goods provided by the principal to S[&]T when the commission entails a risk of damage to or loss of such goods.
- 8.10. If the principal has not met its obligations arising out of article 3.5, the principal shall be liable to S[&]T, its personnel and others who are not its sub-ordinates used by S[&]T in connection with the performance of the commission, for all damages which result from any such non-disclosed properties of the goods in question. The principal shall indemnify S[&]T for any claims which might be made by third parties concerning such damages. This shall not apply if the principal proves it did not know the properties in question and could not have known about them.
- 8.11. The principal shall indemnify S[&]T for any claims made by third parties concerning intellectual property rights on goods or data provided by the principal, used for the performance of the commission and in connection with any claims made by third parties for damages incurred due to the use and/or application of (a part of) the results which infringe third party rights.
- 8.12. S[&]T, its personnel and others who are not its sub-ordinates used by S[&]T in the performance of the commission shall not be liable for damages

resulting from the fact that the results of the commission do not qualify for patent application even if providing patentable results constitutes the subject of the commission.

- 8.13. S[&]T, its personnel and others who are not its sub-ordinates used by S[&]T in the performance of the commission shall not be liable for damages resulting from flaws in or untimely delivery of goods which are supplied to S[&]T and which are passed on by S[&]T to the principal, unless and to the extent S[&]T is able to claim compensation for such damages from its supplier.
- 8.14. Claims from the principal made against S[&]T arising out of or in connection with the performance of the commission by S[&]T and/or persons used by S[&]T in the performance of the commission shall expire in full if such claims have not been clearly instituted within two (2) years after the date of the final invoice, unless the principal proves that it could not possibly comply with the obligation to give notice of such claim within the time limit.

9. Export Laws

- 9.1. By accepting the offer or by entering into the agreement, the principal undertakes vis-à-vis S[&]T that the principal - including any persons or agents engaged by the principal in the performance - will refrain from making any use of the outcome of the commission that would be in violation of export laws or regulations. 'Export laws and regulations' must be interpreted as all current laws and regulations in force at the time for the regulation of exports and imports of military goods and dual-use goods (jointly also referred to as 'strategic goods') and chemical substances. The principal will indemnify S[&]T for any liability towards any third party resulting from any non-compliance by the principal - including any persons or agents engaged by the principal in the performance - with export laws or regulations as a result of the principals use of the outcome of the commission. If, in the context of the agreement, an export or import permit must be issued by a government and/or any government body pursuant to export laws or regulations, or delivery is restricted or prohibited in any other way due to export laws or regulations, S[&]T may proceed to suspend its obligations and to suspend the principals rights with regard to the delivery in question, until the required permit has been issued, or for the duration of the relevant restriction and/or prohibition. At such time, S[&]T may terminate the agreement without being bound by any obligation vis-à-vis the principal. The inability to obtain an export or import permit will not be considered force majeure (non-attributable failure).

10. Custody

- 10.1. If reasonably possible, S[&]T shall keep in custody goods, including samples (or the remains thereof) provided to S[&]T in connection with the commission for a period of sixty (60) days after the date of the final invoice. Any costs incurred in this connection are deemed to be included in the price as quoted in the offer. If within this period the principal has not made arrangements for the aforementioned goods to be returned or has not

collected such goods, S[&]T shall be at liberty to dispose of those goods as it sees fit and at its own discretion but shall do so at the principal's risk and expense. The costs of storage, shipping or destruction shall be for the account of the principal. Any revenue generated by the sale or rent of said goods may be set off by S[&]T against amounts due to S[&]T from the principal.

11. Disputes

- 11.1. All disputes arising from and/or connected to the commission or any agreements deriving from it shall be submitted to the competent judge in The Hague, the Netherlands.
- 11.2. The commission and agreements deriving from the commission shall be governed by the laws of the Netherlands, with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).