



The Dutch Scientist B.V.
Standard terms and conditions of sale

1. GENERAL

The terms and conditions set forth herein, together with any additional terms and conditions set forth in Seller's quotation (the "Quote") and/or Order Acknowledgement Form, shall constitute the entire agreement between The Dutch Scientist ("Seller") and the applicable customer ("Buyer") for the sale of Seller's products, including systems and spare parts (collectively the "Products"). Any services provided by Seller are subject to Seller's Service and Support Obligations. Seller will not be bound by any terms of Buyer's order that are inconsistent with the terms hereof. All purchase orders must be approved and accepted in writing by Seller and no term or condition contained in any purchase order form that varies from, or conflicts with, any of these Terms and Conditions shall become part of the contract for the sale of Products unless such term or condition is expressly accepted in writing by Seller's authorized representative. No waiver by Seller of any default or provision hereof shall be deemed a waiver of any other default or provision.

2. PRODUCTS PROVIDED AND PRICE

(a) Prices quoted are only for the Products and services (if any) set forth in the Quote or Order Acknowledgement Form and do not include technical data, patent or other proprietary rights of any kind or tests other than Seller's standard tests unless expressly agreed to in writing by Seller. Unless otherwise stated by Seller in writing, all quotations constitute offers and are firm for, and unless noted, expire, sixty (60) days after the date thereof.

(b) Prices do not include V.A.T. or other taxes applicable to the Products or services incident to this transaction. Applicable taxes will be added to the sales price if Seller has the legal obligation to collect the same and will be invoiced to and paid by Buyer, unless Buyer provides Seller with a proper tax exemption certificate. In the event Seller is required to pay any such tax, Buyer shall promptly reimburse Seller therefore.

(c) Unless otherwise provided on the face hereof, Products furnished hereunder shall be newly manufactured, but may contain components that have been previously used in other product units. Any previously used components shall have been disassembled, reprocessed and reassembled, as appropriate, and meet the Seller's specifications for newly manufactured components.

3. PAYMENT TERMS AND SECURITY INTEREST

Unless otherwise stated in the Quote and Order Acknowledgement Form, the terms of sale for

Products are payment at time of order. Upon reviewing Buyer's credit status, Seller may offer payment terms of net 30 days from date of invoice. Seller reserves the right to require alternative payment terms based upon Buyer's credit application. Buyer warrants that the credit application and other financial statements submitted to Seller are true and correct. All amounts payable shall be invoiced and paid in Euro's, unless otherwise agreed, and all payments shall be made to Seller at its office in 's-Hertogenbosch, The Netherlands, or to such other location as Seller may designate. Interest accrues on the unpaid balance of overdue invoices at the lesser of one percent (1%) per month, or the highest rate allowed by law, from the original due date of the invoice. Payment shall not be withheld for delay in installation if at Buyer's request, nor for delay in delivery of required documentation unless a separate price is stated therefore, and then only to the extent of the amount stated.

4. SHIPMENT AND INSURANCE; TITLE TRANSFER AND RISK OF LOSS

(a) The price of all Products, unless otherwise specifically stated in the Quote or Order Acknowledgement Form, is Ex-Works, place of product origin (depending on location of supplier's factory), each as defined by Incoterms 2010. The costs of normal packaging, handling and document preparation fees (if applicable) are disclosed on the invoice. Where Buyer specifies special packaging or handling, a charge will be made to cover any extra expense. If requested by Buyer, Seller will arrange for selection of a shipping company and shipment on Buyer's behalf. In the absence of shipping instructions from Buyer, Seller reserves the right to select the means of transportation and routing. Unless otherwise advised, Seller will insure Products to their full value or declare full value thereof to the shipping carrier and all shipping and insurance costs shall be for Buyer's account and Buyer agrees to reimburse Seller for the cost of shipping and insurance. Confiscation or destruction of, or damage to, Products shall not release, reduce or in any way affect Buyer's obligation to pay for same.

(b) Unless otherwise agreed to in writing by Seller, title and risk of loss or damage shall pass to Buyer upon delivery of the Products to the delivery address stated in the Purchase Order.

5. INSPECTION OF PRODUCTS

Buyer shall have the right to inspect the Products upon delivery. Buyer's exclusive remedy with respect to any defective or non-conforming Product shall be to have Seller repair or replace such defective or nonconforming Product or credit Buyer's account, whichever Seller may elect in its sole discretion.



These remedies are available only if: i) Buyer notifies Seller promptly upon Buyer's discovery of a Product defect or non-conformity, in writing and within the warranty period; ii) Seller's examination of such Product discloses to Seller's satisfaction that such defect or non-conformity actually exists and the Product has not been repaired or altered by persons not authorized by Seller, subject to misuse, negligence or accident, or connected, installed, used or adjusted otherwise than in accordance with the instructions furnished by Seller. If it is found that any Product has been returned which is not defective or non-conforming, Buyer will be notified and such Product returned at Buyer's expense. In addition, a charge for testing and examination may, in Seller's sole discretion, be made on any Product so returned.

6. SOFTWARE LICENSE

For all software Products proprietary to Seller and furnished by Seller to Buyer, Seller grants to Buyer a nonexclusive, perpetual (unless otherwise set forth in a Quote) non-transferable license to use the software Products for their intended purpose. Buyer will not distribute, modify, decompile, or reverse engineer the Software nor permit anyone else to do so. Any software Products published by a third party are licensed to Buyer pursuant to such software publisher's terms and conditions.

To the extent that the Products contain or consist of software that is pre-installed or embedded in object code and is necessary for the proper functioning of the Products ("Firmware"), such Firmware is licensed to Buyer, not sold. All Firmware is protected by copyright law and international treaties. Seller grants to Buyer a non-exclusive, perpetual license to use the Firmware, in executable form, solely as embedded in the Products. Buyer acknowledges that the Firmware contains trade secrets of Seller, and, in order to protect such trade secrets, Buyer agrees not to disassemble, decompile or reverse engineer the Firmware nor permit any third party to do so, except to the extent such restrictions are prohibited by law. Seller reserves all rights and licenses in and to the Firmware not expressly granted to Buyer.

The Firmware or other software licensed by Seller to Buyer may contain software or libraries that are licensed or distributed as "open source software", "free software" or other similar licensing or distribution models ("Open Source Software"). Buyer agrees that Open Source Software is and shall remain subject to the terms and conditions of the original providers and are not part of the Firmware or software Products licensed by Seller.

7. LIMITED WARRANTY, LIMITATION OF REMEDIES

(a) Except as otherwise agreed by Seller and Buyer in writing, Seller warrants that during the Warranty

Period (as defined below) the Products will be free from defects in material and workmanship under normal uses, and will conform to Seller's published Specifications for the Product. "Specifications" means the then-current user guide, technical specification or other Product documentation prepared by Seller (excluding marketing collateral). The "Warranty Period" means the period of time commencing upon shipment of the Product and continuing for twelve (12) months.

(b) Buyer's sole and exclusive remedy and the entire liability of Seller and its suppliers under this limited warranty will be, at Seller's option, repair of the Product; shipment of a replacement Product within the warranty period and according to Seller's replacement process; or a refund of the purchase price if the Product is returned to Seller. Seller replacement parts used in Product replacement may be new or equivalent to new. Seller will provide all parts and services required to repair or replace the Product, provided that repairs will be performed remotely or at Seller's factory. As part of the limited warranty, during the Warranty Period Seller may provide: (1) telephone and email technical support, including remote log-in capabilities during Seller's regular support hours and (2) software updates that Seller generally makes available without additional cost. Seller reserves the right to use authorized partners to assist in providing warranty repairs and/or factory returns and Buyer will cooperate with such partners.

(c) The foregoing warranty: i) is made to Buyer only, and is non-transferable; ii) IS IN LIEU OF, AND BUYER HEREBY WAIVES ANY AND ALL OTHER WARRANTIES OF SELLER, EXPRESS, STATUTORY, WRITTEN, ORAL, OR IMPLIED, ARISING OUT OF THIS AGREEMENT OR IN CONNECTION WITH THE ANY AGREEMENT BETWEEN BUYER AND SELLER TO WHICH THESE TERMS AND CONDITIONS APPLY.

(d) This limited warranty will be void if the Product (a) has been altered, except by Seller or by Buyer with Seller's prior written approval, (b) has not been installed and used in accordance with the Specifications, (c) has been subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence, or accident; (d) is licensed for beta, evaluation, testing or demonstration purposes. Seller's warranty remedy obligations do not extend to recovery or replacement of any data from any medium.

(e) Buyer agrees that the remedies provided by Seller for any breach of this warranty adequately protect Buyer's interests and expectations in the event it receives defective or non-conforming Products from Seller regardless of circumstances that may arise after Buyer agrees to these Terms & Conditions and



when the Goods are used by Buyer or Buyer's customers.

8. RETURN OF PRODUCTS

Buyer may not return Products to Seller without first obtaining Seller's consent. Buyer must first submit a request for return with Seller and shall include P.O. number, approximate date shipped and any other identifying numbers (such as invoice number and date, etc.). Any request for return of Products for credit must state the type and quantity of Products, the part numbers and the reasons for the return. If return authorization is granted, Products shall be returned in Seller's original packaging materials. If original packaging materials are no longer available, Buyer shall contact Seller for packaging instructions. No credit allowance for defective Product will be made, nor will any replacement for any such Product be provided, unless the alleged defects are established to Seller's reasonable satisfaction after suitable testing and inspection. Buyer will pay for shipping of the defective Product to Seller, and following repair of the Product Seller will pay for return shipment to Buyer. Notwithstanding any defect or nonconformity, or any other matter, all risk of loss shall remain in Buyer until the Products are returned to the Seller.

9. FULFILLMENT OF SELLER'S OBLIGATIONS

Seller may use authorized partners who have been trained by manufacturer in the installation, maintenance and repair of Products. Seller will remain responsible for the failure of any such authorized partner to fulfil Seller's obligations with respect to installation, repair and maintenance of the Product and will re-perform such obligations in the event Seller's authorized partner does not complete such obligation to Buyer's satisfaction. The use of any such authorized partner will not be considered a subcontract or assignment of Seller's obligations hereunder.

10. BANKRUPTCY OR INSOLVENCY OF BUYER

If the financial conditions of the Buyer at any time is such as to give Seller, in its reasonable judgment, grounds for insecurity concerning Buyer's ability to perform its obligations under this agreement, Seller may in its sole discretion: (a) by notice in writing to Buyer, cancel this agreement, without judicial intervention or declaration of default of Buyer and without prejudice to any right or remedy which may have accrued or may accrue thereafter to Seller, (b) require full or partial payment in advance and suspend any further deliveries or continuance of any work to be performed by Seller until such payment has been received; or (c) make all shipments to Buyer C.O.D.

11. RETENTION OF TITLE

(a) All goods delivered by Seller remain the property of Seller until Buyer has fully complied with all its payment obligations towards Seller under any agreement concluded with Seller for the delivery of goods or services, including claims in respect of failure to comply of such agreement.

(b) All goods delivered by Seller may not be resold by Buyer and may never be used as a means of payment. Buyer is not authorized to pledge or in any other way encumber the items subject to retention of title.

(c) Buyer must always do everything that reasonably can be expected of him to safeguard Seller's property rights.

(d) If third parties seize the goods delivered subject to retention of title or wish to establish or enforce rights thereon, Buyer is obliged to inform Seller immediately in writing.

(e) In the event that Seller wishes to exercise its property rights referred to in this clause, Buyer gives unconditional and irrevocable permission in advance to Seller and third parties designated by Seller to enter all those places where Seller's property is located and to take back those items.

12. PATENT INFRINGEMENT

(a) Except as set forth herein, Seller will defend Buyer at Seller's expense against any claim that any standard Product furnished hereunder constitutes an infringement of any Patent. Buyer shall notify Seller promptly in writing of any such claim and shall give Seller full authority, information and assistance in settling and/or defending such claim. Seller shall have no liability whatsoever with respect to any claims settled by Buyer without Seller's prior written consent. Likewise, Seller shall have no liability to Buyer if any claim of patent infringement is based upon Seller's compliance with Buyer's designs, instructions or specifications or Buyer's use of the Product: i) after modification by any person other than Seller; ii) in combination with equipment or devices not made by Seller; or iii) in a manner for which the Product was not designed.

(b) In case a Product furnished by Seller is held in and of itself to be an infringement and its use is enjoined, Seller, within a reasonable time, shall, at its option, either: (i) secure for Buyer the right to continue using the Product by suspension of the injunction by procuring for Buyer a license or by some other means; (ii) at Seller's expense, replace the enjoined Product with non-infringing goods; or (iii) remove the enjoined Product and refund to Buyer the sums paid therefore. The foregoing states the entire liability of Seller with respect to infringement of patents by the Products or any part thereof or by their operation. Provided however, Seller shall have no obligation



with respect to any equipment, device or parts specified by Buyer but not manufactured by Seller. THE FOREGOING STATES SELLER'S ENTIRE LIABILITY AND OBLIGATION (EXPRESS, STATUTORY, IMPLIED OR OTHERWISE) WITH RESPECT TO ANY CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT.

13. INTELLECTUAL PROPERTY RIGHTS

Buyer acknowledges that all Intellectual Property rights in the goods, services and software supplied under this Conditions and/or Contract shall not be transferred to Buyer but shall remain vested with the respective Intellectual Property rights owners.

14. APPLICABLE LAW, JURISDICTION AND VENUE, ATTORNEY'S FEES AND COSTS

This agreement will be governed by the laws of The Netherlands. The court 's-Hertogenbosch will have exclusive jurisdiction over and be the sole venue for the resolution of any dispute arising out of this agreement, and Buyer hereby consents to the jurisdiction of such courts.

15. LIMITATION OF LIABILITY

SELLER'S LIABILITY UNDER, FOR BREACH OF, OR OTHERWISE ARISING OUT OF THIS AGREEMENT AND/OR THE SALE OF PRODUCTS WILL BE LIMITED TO REPAIR OR REPLACEMENT OF ANY DEFECTIVE OR NON-CONFORMING PRODUCT OR A REFUND OF THE PURCHASE PRICE OF THE PRODUCT, AT SELLER'S SOLE OPTION. BUYER AGREES THAT SELLER SHALL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL OR OTHER DAMAGES, INCLUDING WITHOUT LIMITATION PERSONAL INJURY TO ANY PERSON OR ENTITY INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT, PLANT, EQUIPMENT, INFORMATION, PROPERTY OR PRODUCTION, ARISING FROM THE MANUFACTURE, SALE, PURCHASE, RESALE, REPAIR OR USE OF PRODUCTS AND FROM ANY PROMISE OR OFFER TO SELL, PURCHASE OR REPAIR PRODUCTS, REGARDLESS OF WHETHER OR NOT SELLER HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE. BUYER AGREES THAT THIS LIMITATION OF DAMAGES IS REASONABLE AND WILL NOT CAUSE IT TO LOSE ANY EXPECTED BENEFITS, RIGHTS OR REMEDIES UNDER ANY AGREEMENT FOR THE SALE OF PRODUCTS. THE ESSENTIAL PURPOSE OF THIS PROVISION IS TO LIMIT THE POTENTIAL LIABILITY OF SELLER FOR CLAIMS ARISING OUT OF THIS AGREEMENT AND/OR THE SALE OF PRODUCTS.

16. DELAYS BEYOND SELLER'S CONTROL

Seller will not be liable for any loss, damages or penalty resulting from delay in delivery of the Products when such delay is due to causes beyond the reasonable control of Seller, including without limitation, supplier delay, force majeure, act of God, labour unrest, fire, explosion or earthquake. In any such event, the delivery date will be deemed extended for a period equal to the delay. Seller will attempt to meet shipment schedules. However, any shipment quotation or forecast on an order acknowledgment is only an estimate of the time required to make shipment, and Seller hereby expressly disclaims all liability, for any losses, consequential or otherwise, because of any delay or failure to deliver all or any part of any order for any reason. Seller reserves the right to allocate inventories and current production in any way it deems desirable.

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