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1 Olssen General Terms and Conditions of Delivery

1.1 Offer and applicability

1.1.1 These general terms and conditions apply to all offers, legal relationships and contracts whereby the supplier delivers goods and/or services of whatever nature to the customer, even if these goods or services are not explicitly described in these terms and conditions. Deviations from these terms and conditions are only valid if they have explicitly been agreed in writing in advance.

1.1.2 All offers and other communications of the supplier are without commitment, unless explicitly otherwise stated in writing. The applicability of any purchasing or others terms and conditions of the customer is explicitly rejected.

1.1.3 Dimensions and details stated in drawings, illustrations, catalogues, offers, advertising material, standardisation sheets, etc. are not binding, unless the supplier has explicitly stated otherwise in writing, without prejudice to the customer's obligation to guarantee the accuracy and completeness of dimensions and details specified by him. The supplier reserves the possibility of minor differences in dimensions or subordinate changes in construction or parts.

1.2 Price

1.2.1 All prices are exclusive of value added tax (VAT) and other charges imposed by a government agency. Specified prices are only binding if the supplier has explicitly stated such in writing. Specified prices are for delivery Ex Warehouse. Any installation or assembly costs and other costs to be made in connection with the delivery are not included in the price.

1.2.2 All prices which are mentioned in offers and quotes are based on the specifications stated by us in the offer. This can deviate from the terms and conditions mentioned by you in your request or order.

1.2.3 Changes in wage costs or in the cost prices of raw materials or equipment and materials, in so far as such are spent or used directly in relation to the agreed performance, and which arise more than three months after the concluding of the contract, shall be passed on by the supplier to the customer. The supplier shall inform the customer thereof in writing or verbally.

1.2.4 In the case of a contract in which there are periodic amounts to be paid by the customer, the supplier is entitled to modify the applicable prices and rates by written notice, giving at least one month's notice before the next payment.

1.2.5 If the customer does not wish to agree to an increase in prices and rates of more than 10% announced by the supplier on the basis of article 2.3 or 2.4, the customer is entitled to terminate the contract by written notice within

seven working days after the aforementioned notice as of the date when the price or rate increase would become effective according to the supplier's notice or to cancel the contract.

1.2.6 Pricing in quotations are valid for delivery in 2022.

1.2.7 Pricing in quotations for rental fee for hardware and/or software are set for a minimum period of 5 consecutive years.

1.2.8 Pricing of Keynius service fee is subject to a yearly indexation according to Dutch CBS index group J62 (2015 = 100).

1.3 Delivery

1.3.1 All (delivery) dates mentioned and/or agreed by the supplier are determined to the best of the supplier's knowledge on the basis of the information known to the supplier when concluding the contract. These dates shall be observed as much as possible, but are never binding.

1.3.2 Merely exceeding a stated (delivery) date shall not constitute breach on the part of the supplier. In the event of exceeding of any date, the supplier and the customer shall consult with each other as soon as possible. The supplier is entitled to perform the contract in instalments. Any claims for damages ensuing from a late or incorrect delivery are rejected in advance.

1.3.3 In no case shall the supplier be obliged to effect any subsequent deliveries.

1.4 Payment

1.4.1 All invoices shall be paid by the customer in accordance with the payment terms stated on the invoice. In the event of lack of specific conditions the customer shall pay within thirty days after the invoice date.

1.4.2 As of the due date the customer shall owe the statutory interest over the outstanding amount. If the customer continues to default on payment of the claim, the supplier can pass on the claim to a third party for collection. The customer is therefore obliged to fully reimburse extrajudicial and judicial costs, including all costs calculated by external experts in addition to the judicially established costs which are connected with the collection of this claim or of some other enforcement of rights. The supplier is entitled to fix the amount of the judicial and extrajudicial costs at 15% of the total amount, with a minimum of € 250 (two hundred and fifty euros).

1.5 Title, retention of title, granting and transfer of rights

1.5.1 Tools, designs, stamps, moulds, prototypes and the like which have been produced specifically for the performance of the contract for the customer, remain the supplier's property.

1.5.2 All goods delivered to the customer remain the supplier's property until all amounts which the customer owes for the goods to be delivered or work to be carried out on the basis of the contract, as well as the amounts referred to in article 4.2, have been paid to the supplier in full. The customer is not permitted to form new goods or instruct new

goods to be formed from delivered goods. This applies when the customer acts as reseller.

1.5.3 Where relevant, rights shall be granted or transferred to the customer on condition that the customer pays the prices agreed therefor in time and in full.

1.6 Risk

The risk of loss of or damage to goods or software which are the subject-matter of the contract, passes to the customer at the time when they have been placed at the de facto disposition of the customer or an agent used by the customer.

1.7 Supplier's liability

1.7.1 The supplier's total liability due to breach in the performance of the contract is limited to reimbursement of direct loss up to a maximum of the price agreed for that contract (exclusive of VAT). If the contract is primarily a long-term agreement with a term of more than one year, the agreed price is fixed at the total of the payments (exclusive of VAT) agreed for one year. However, in no case shall the total payment for direct loss be more than € 500,000 (five hundred thousand euros).

Direct loss exclusively means:

(1) the reasonable costs which the customer has had to incur in agreement with the supplier in order for the supplier's performance to be in conformity with the contract. However, this loss shall not be reimbursed if the customer has terminated the contract or if the supplier has been able to repair or replace the delivered goods or effect the relevant performance again, which goods/work are defective other than as a result of causes which are at the customer's expense;

(2) the costs which the customer has incurred for being forced to keep his old system and related facilities operational for longer because the supplier has not delivered on a delivery date which is binding for him, without prejudice to any savings which are the result of the delayed delivery. This does not apply if the cause of the delayed delivery is not attributable to the supplier;

(3) the reasonable costs made in agreement with the supplier to determine the cause and the scope of the loss, in so far as the determination relates to direct loss;

(4) the reasonable costs made in agreement with the supplier to prevent or limit loss, in so far as the customer demonstrates that these costs have led to limitation of direct loss as referred to in these terms and conditions.

1.7.2 The supplier's liability for indirect loss, consequential loss, lost profit, loss due to corruption or loss of data (files), lost savings, loss due to slowing down of business activities and loss due to disruption of an operating process or of an administrative organisation or loss due to a time limit overrun, is excluded.

1.7.3 Liability of the supplier for default on the performance of a contract shall only arise if the customer immediately and properly gives the supplier written notice of default, whereby the customer shall give the supplier a reasonable time period to repair the shortcoming, and even after that time period the supplier continues to default on

the performance of his obligations. The notice of default must contain the most detailed possible description of the shortcoming.

1.7.4 A condition for the arising of any right to damages is always that the customer must report the loss to the supplier in writing immediately after the arising of the loss.

1.7.5 The customer indemnifies the supplier against all claims of third parties regarding loss which, pursuant to the provisions in this article, would remain at the customer's expense if the third party in question were to hold the customer liable.

1.7.6 The provisions in this article also apply in favour of all (legal) persons of whom the supplier makes use in the performance of the contract.

1.8 Guarantee

1.8.1 The supplier guarantees the quality of the delivered product and the quality of the used and/or delivered material. The guarantee covers defects for which the customer proves that they arose within 12 months after delivery or arose primarily as a direct result of an inaccuracy in the construction used by the supplier or as a result of faulty finishing. All replaced parts shall become the supplier's property.

1.8.2 In order to make a claim under the guarantee as referred to in article 8.1, taking account of article 8.3, immediately after discovering the defect the customer must report the defect to the supplier in detail and in writing. The detailed report must contain photos and documentation.

1.8.3. There is no guarantee in the following situations:

- a. In the event of incorrect use of the product and/or failure to follow the instructions for use;
- b. In the event of incorrect cleaning methods and/or failure to follow the cleaning instructions;
- c. In the event of natural wear and tear;
- d. External causes such as fire or water damage;
- e. Application of a government regulation after delivery;
- f. Products or parts which the supplier has obtained from a third party, in so far as the third party in question has not given a guarantee to the supplier;
- g. Assembly, installation or disassembly or removal of the installation by parties other than the supplier;
- h. Use of materials or goods which the customer has provided to the supplier for processing or which were used on the instruction or request of the customer;
- i. In the event of climate/temperature differences on the different sides of the product;
- j. In the event of faulty air circulation in the room;
- k. If the customer or third parties have made changes to the original product;
- l. Damage due to intent or gross negligence;
- m. If the customer and/or a third party engaged by him has carried out repairs on the delivered product on his own initiative during the guarantee period;
- n. If the customer has not performed his payment obligation.

1.8.4 The supplier shall charge for work and costs of repair outside of the framework of this guarantee in conformity with the supplier's usual rates.

1.8.5 Legal claims for defects must be brought within six months after lodging a complaint within the guarantee term referred to in the first paragraph, whereby failure to comply with this provision results in loss of rights.

1.8.6 In all cases the customer shall give the supplier a reasonable time to perform his obligations.

1.9 Intellectual property

1.9.1 All intellectual property rights - including copyrights, patent rights, mark rights and drawing and design rights - in respect of the goods, software or other materials, including drawings, designs, scripts and preparatory materials developed or made available under the contract, belong exclusively to the supplier or his licensors. The customer shall only obtain the rights of use relating to the software made available which are granted under these terms and conditions or are otherwise explicitly granted. For the rest the customer shall not reproduce software or other materials.

1.9.2 The customer is aware that the goods, software and other materials which have been made available contain confidential information and business secrets of the supplier or his licensors. The customer undertakes to keep these goods, software and materials secret, not to disclose them to third parties or allow third parties to use them and shall only use them for the purpose for which they have been made available to him. Third parties also include all persons working in the customer's organisation who are not required to use the goods, software and/or other materials. The customer shall also impose this duty of confidentiality on all persons working in the customer's organisation who need to use the goods, software and/or other materials.

1.9.3 The customer shall never remove or change any specification regarding copyrights, marks, trade names, other intellectual property rights or confidentiality of the goods, software or materials.

1.9.4 The supplier is entitled to take technical measures to protect the software. The customer shall never remove or evade technical security features.

1.9.5 If the customer develops software, or instructs a third party to develop software or if the customer intends to do so, and in connection with the interoperability of the software to be developed and the software made available to him by the supplier, requires information to effect this interoperability, the customer shall send the supplier a specific written request for the necessary information. The supplier shall announce within a reasonable term whether, and if so, on what (financial) conditions the desired information can be made available to the customer.

1.9.6 Taking account of the other provisions of these conditions, the customer is entitled to rectify errors in software made available to him if this is necessary for the intended use of the software. 'Errors' in these conditions means: not complying with the functional specifications which the supplier has announced in writing and, in the event of customised software, failure to comply with the explicitly agreed functional specifications. There shall only be deemed to be an error if it can be reproduced. The customer must always immediately notify the supplier of errors in writing.

1.9.7 The supplier shall indemnify the customer against any legal claim which is based on the assertion that equipment, software or materials developed by the supplier himself infringe intellectual property right in effect in the Netherlands, on the condition that the customer shall immediately notify the supplier in writing as to the substance of the legal claim and leaves the handling of the case, including agreeing settlements, entirely up to the supplier. Toward this end the customer shall provide the necessary authorisation, information and cooperation to the supplier so that the supplier can present a defence to these legal claims, if necessary in the customer's name. This indemnity obligation lapses if and in so far as the infringement in question is connected with changes which the customer has made or has instructed to be made to the goods, software or materials. If it has been irrevocably established in court proceedings that goods, software or materials developed by the supplier himself infringe an intellectual property right belonging to a third party or if in the supplier's opinion there is a significant chance that such infringement will occur, the supplier shall, at his election, take back what has been delivered and give a credit note for the acquisition costs after deduction of a reasonable payment for use, or see to it that the customer can continue using the delivered or functionally equivalent other goods, software or materials without disruption. Any other or farther-reaching liability or indemnity obligation of the supplier in connection with breach of intellectual property rights is excluded, including infringements which are caused by the use of the delivered goods, software and/or materials in conjunction with goods or software not delivered or provided by the supplier or due to use in some other manner than for which the goods, software and/or materials are intended.

1.9.8 The customer guarantees that making goods, software or materials available to the supplier with the goal of use or processing is not contrary to any rights of third parties. The customer shall indemnify the supplier against any action which is based on the assertion that such availability, use or processing infringes any right of third parties.

1.10 Cooperation by customer

1.10.1 The customer shall always provide the supplier with all useful and necessary details or information for a proper performance of the contract in time and provide all reasonable cooperation. The customer is responsible for the use and the application in his organisation of the goods, software and of the services to be provided by the supplier. If it has been agreed that the customer is to make software, materials or details available on information carriers, these shall comply with the specifications necessary for the execution of the work. If details necessary for the performance of the contract are not made available to the supplier, are not made available in time or are not made available in accordance with the agreements or if the customer does not perform his obligations in some other way, the supplier has the right to suspend the performance of the contract and to charge the costs arising in consequence thereof in accordance with his usual rates.

1.10.2 If employees of the supplier carry out work on the customer's premises, the customer shall provide the reasonable facilities required by those employees, such as a work area with telecommunication facilities, free of charge. The customer shall indemnify the supplier against claims of third parties, including employees of the supplier, who suffer loss in connection with the performance of the contract which is the result of the acts or omissions of the customer or of unsafe situations in his organisation.

1.11 Return shipments

1.11.1 Without the supplier's prior written consent, the supplier is not obliged to accept return shipments from the

customer. Taking receipt of return shipments in no case constitutes acknowledgement by the supplier of the grounds which the customer has presented for returning the shipment. The risk of returned goods remains with the customer until they have been credited by the supplier.

1.11.2 The supplier reserves the right to effect the credit for any return shipments after deduction of 10% of the price of the returned products, with a minimum of € 50 (fifty euros).

1.12 Force majeure

No one is obliged to perform any obligation if he is prevented from doing so as a result of force majeure. Force majeure includes a non-attributable shortcoming of sub-suppliers of the supplier. If a force majeure situation has lasted longer than ninety days, the parties have the right to terminate the contract by written notice of termination. All performance that has already been effected in conformity with the contract shall be settled pro rata, without the parties owing each other anything.

1.13 Termination

1.13.1 Both parties only have the right to terminate the contract if the other party, after proper and detailed written notice of default, whereby a reasonable time period is set for rectification of the shortcoming, defaults on the performance of an essential obligation under the contract.

1.13.2 If a contract, which by its nature and contents does not end due to completion, has been entered into for an open-ended period of time, it can be terminated by written notice by both parties after proper consultation and with specification of reasons. In the event of lack of an explicitly agreed notice period, a reasonable notice period must be observed. The parties shall never be bound to pay any compensation in relation to termination by notice.

1.13.3 A contract for the provision of services can never be unilaterally terminated by the customer other than in the cases referred to in the two preceding paragraphs.

1.13.4 The supplier can terminate the contract without notice of default and without judicial intervention by written notice in whole or in part if the customer, provisionally or otherwise, is granted a moratorium on payment, if a petition is presented for the bankruptcy of the customer or if his business is liquidated or terminated other than for the purpose of reorganisation or merging of undertakings. The supplier shall never be bound to pay any compensation in relation to this termination.

1.13.5 If the customer at the time of termination of the contract as referred to in article 12.1 has already received performance under the contract, this performance and the related payment obligation cannot be reversed, unless the supplier is in material breach with regard such performance. Amounts which the supplier has invoiced before the termination in connection with what he has already carried out or delivered in the performance of the contract, shall remain owing in full and shall become immediately due at the time of termination.

1.14 Confidential information and non-solicitation clause

1.14.1 All parties guarantee that during and after the end of the contract all confidential information received from General Terms and Conditions of Olssen bv | version 1.1 | 24 juni 2022 | page 9 of 22

the other party before and after the conclusion of the contract shall remain secret. Information shall in any event be deemed confidential if one of the parties has stated that it is confidential, it should reasonably be deemed confidential or if it relates to the design, production and/or construction methods used by the supplier.

1.14.2 During the term of the contract as well as one year after termination thereof, all parties shall employ or otherwise, directly or indirectly, have employees of the other party who were involved in the performance of the contract, work for it only after there has been proper consultation with the other party.

1.15 Applicable law

The contracts between the supplier and the customer are governed by Dutch law. In the event of nullity of one or more provisions of a legal relationship applicable between the supplier and the customer, the parties shall consult with each other in order to agree new provisions to replace the void or voided provisions, whereby as much as possible the goal and the purport of the void or voided provision shall be taken into account.

1.16 Disputes

Disputes which might arise between the supplier and the customer in connection with a contract which the supplier made with the customer or in connection with additional contracts which are the result thereof, shall be resolved by means of arbitration in accordance with the arbitration regulations of Stichting Geschillenoplossing Automatisering in The Hague, but not until after following the mini-trial procedure (= non-binding advisory procedure) in conformity with the mini-trial regulations of Stichting Geschillenoplossing Automatisering.

1.17 Products of sub-suppliers

If the supplier supplies products and/or software of third parties to the customer, provided the supplier has notified the customer thereof in writing, the terms and conditions of such third party shall apply with regard to those products and/or software, whereby the provisions in these terms and conditions which deviate there from shall be set aside. The customer accepts the aforementioned terms and conditions of third parties. The aforementioned terms and conditions are available at the supplier's for inspection by the customer; upon request the supplier shall send these terms and conditions free of charge. If the aforementioned terms and conditions of third parties are deemed not to apply for whatever reason in the relationship between the supplier and the customer, the provisions in these general terms and conditions apply.

1.18 Maintenance

Maintenance of the products must take place in conformity with the maintenance instructions. These can be found on www.olssen.nl. The supplier is not liable for the consequences of failure to follow these instructions or incorrectly following these instructions.

1.19 Incorrect deliveries

In the event of incorrect delivery the supplier shall do everything necessary to deliver the correct products within the shortest possible term. The customer is not entitled to a financial concession in the event of an incorrect delivery. The supplier must have the opportunity to deliver the correct products within a reasonable term.

1.20 Court

Litigation on disputes must take place in the judicial district of Dordrecht.

2 Additional terms and conditions SERVICES

The provisions stated in this chapter "Services" apply if the supplier provides services, in addition to the general terms and conditions. These additional terms and conditions also apply to the following chapters with the additional terms and conditions for services mentioned by name such as development, use, sale and maintenance of software.

2.1 Performance

2.1.1 The supplier shall use his best endeavours to provide the services with care, in accordance with the agreements and procedures agreed with the customer in writing. If it has been agreed that the service shall be provided in stages, the supplier is entitled to postpone the start of the services which belong to a following stage until the customer has approved the results of the preceding stage in writing.

2.1.2 Only if this has been explicitly agreed in writing is the supplier bound, when providing the service, to follow timely and responsible instructions of the customer. The supplier is not obliged to follow instructions which alter or supplement the contents or scope of the agreed services.

2.1.3 If the contract for services has been concluded with an eye on provision by a specific person, the supplier shall always be entitled to replace this person by one or more other persons with the same qualifications.

2.1.4 The provisions in Art. 7:408(1) Dutch Civil Code are excluded.

2.2 Changes and additional work

2.2.1 If the supplier, on request or with the customer's consent, has carried out work or effected other performance which falls outside of the contents or scope of the agreed services, the customer shall reimburse the supplier for such work or performance in accordance with the supplier's usual rates. The supplier is never obliged to comply with such a request and he can demand that a separate written agreement is made in this respect. The customer accepts that additional work may affect the agreed or expected time of completion of the services, and the responsibilities of both the customer and the supplier. There is also additional work if a system analysis or a design is expanded or changed.

2.2.2 Additional work is never grounds for cancellation or termination of the contract.

2.2.3 In so far as a fixed price has been agreed for the services and the parties intend to make a separate contract with regard to extra work or performance, the supplier shall notify the customer in writing in advance as to the financial consequences of such extra work or performance.

2.3 Courses and training

2.3.1 In so far as the supplier's services consist of providing a course or training, the supplier can always demand the payment owing therefor prior to the start of such course or training. The consequences of a cancellation of participation in a course or training shall be governed by the supplier's usual rules.

2.3.2 If in the supplier's opinion the number of registrations give cause for such, the supplier is entitled to combine the course or training with one or more other courses or training, or have these take place on a later date or at a later time.

3 Additional terms and conditions SOFTWARE

These additional terms and conditions are an addition to the general terms and conditions of delivery and the chapter "SERVICES" and apply:

- a. if the supplier develops software on instruction of the customer;
- b. for use and maintenance of software.

The rights and obligations referred to in this chapter only relate to computer software in a form readable by a data-processing machine and recorded on material which can be read by such machine, as well as the related documentation, all including any new versions to be provided by the supplier.

3.1 Development of software

3.1.1 The parties shall specify in writing what software shall be developed and the way in which this shall take place. The supplier shall carry out the development of the software with due care on the basis of the information provided by the customer. The customer is responsible for and guarantees the accuracy and completeness of this information.

3.1.2 The supplier is entitled, but not obliged, to inspect the accuracy and completeness of the information or specifications made available to him and when determining any inaccuracies, to suspend the agreed work until the customer has eliminated the relevant inaccuracies.

1.3 The customer shall acquire the right to use the software in his company or organisation. If and in so far as this has explicitly been agreed in writing, the source code of the software and the technical documentation produced in the development of the software can be made available to the customer and the customer is entitled to make changes to this software.

3.2 Delivery, installation and acceptance

3.2.1 The supplier shall deliver and install the software to be developed for the customer in conformity with the written specifications. Installation shall only take place if this has been agreed between the parties in writing.

3.2.2 If an acceptance test has been agreed in writing, the test period is fourteen days after delivery or, if an installation to be effected by the supplier has been agreed in writing, after completion of the installation. During the test period the customer shall not use the software for production or operational purposes.

3.2.3 The software shall be deemed accepted between the parties:

- a. if no acceptance test has been agreed between the parties: upon delivery or, if an installation to be effected by the supplier has been agreed in writing, upon the completion of the installation;
- b. if an acceptance test has been agreed between the parties in writing: on the first day after the test period;

- c. if the supplier receives a test report before the end of the test period: at the time that the errors stated in the test report have been rectified. In deviation from the foregoing the software, if the customer makes any use thereof before the time of acceptance for production or operational purposes, shall be deemed fully accepted as of the start of said use.

3.2.4. If upon the execution of the agreed acceptance test it turns out that the software contains errors which impede the progress of the acceptance test, the customer shall inform the supplier thereof in detail in writing, whereby the test period shall be interrupted until the software has been modified in such way that said impediment has been eliminated.

3.2.5 If upon the execution of the agreed acceptance test it turns out that the software contains errors, the customer shall notify the supplier of the errors at latest on the last day of the test period by means of a detailed written test report. The supplier shall use his best endeavours to rectify the reported errors within a reasonable period of time, whereby the supplier is entitled to apply temporary solutions or software work-arounds or problem-avoiding restrictions to the software.

3.2.6 Acceptance of the software cannot be withheld on grounds which are not connected with the specifications agreed between the parties and furthermore cannot be withheld due to minor errors, being errors which do not reasonably stand in the way of operational or production commissioning of the software, without prejudice to the supplier's obligation to rectify minor errors in the framework of the guarantee arrangement.

3.2.7 If the software is delivered and tested in stages and/or instalments, the non-acceptance of an achieved stage and/or instalment is without prejudice to acceptance of an earlier stage and/or another instalment.

3.3 Right of use

3.3.1 The supplier grants the customer a non-exclusive right to use the software. The customer shall always fully comply with the use restrictions agreed between the parties. In the event the agreed software is delivered as an integral part of a package that also contains other software which has not been agreed, the customer's right of use explicitly does not extend to the software which was not agreed.

3.3.2 The customer may only use the software in his own business or organisation on the processing unit and for the specific number or kind of users or connections for which the right of use has been granted. In so far as nothing has been agreed in this respect, the processing unit of the customer on which the software has been used for the first time and the number of connections that are connected to that processing unit at the time of first use, are deemed the processing unit and number of connections for which the right of use has been granted. In the event of malfunction of the aforementioned processing unit, the software can be used on another processing unit for the duration of the malfunction. The right of use only relates to several processing units in so far as this explicitly appears from the contract.

3.3.3 The right of use is not transferable. The customer is not permitted to sell, lease, sub-license, alienate or grant qualified rights on the software and carriers on which the software has been recorded or make such available to a third party in whatever manner or for whatever purpose, including in the event the third party in question only uses the software on behalf of the customer. The customer shall not change the software other than in the framework of the General Terms and Conditions of Olssen bv | version 1.1 | 24 juni 2022 | page 15 of 22

rectification of errors, and shall not use it in the framework of the processing of data on behalf of third parties ('timesharing'). The source code of the software and the technical documentation produced in the development of the software shall never be made available to the customer.

3.3.4 The customer may make a maximum of two back-up copies of the software, provided marks and copyright specifications are not changed.

3.3.5 The right of use shall in any event end when the software is made subject to an attachment order while in the customer's possession.

3.3.6 Immediately after the ending of the right of use of the software the customer shall return all copies of the software in his possession to the supplier. If the parties have agreed that the customer shall destroy the relevant copies at the end of the right of use, the customer shall immediately notify the supplier of such destruction in writing.

3.3.7 All consequences of the use by the customer of the software made available by the supplier are at the customer's expense and risk. The customer is responsible for the inspection and security procedures and an adequate system management.

3.4 Guarantee

3.4.1 For a period of three months after delivery, or, if an acceptance test has been agreed between the parties, three months after acceptance, the supplier shall rectify any errors in the software to the best of his ability if these have been reported to the supplier in writing in detail within this period. The supplier does not guarantee that the software will work without interruption or that all errors and other defects will be rectified. The repair shall be carried out free of charge, unless the software has been developed on the customer's instruction other than for a fixed price, in which case the supplier shall charge his usual rates and costs of repair. The supplier can charge his usual rates and the costs of repair if there are use errors, inexpert use by the customer or other causes not attributable to the supplier or if the errors could have been discovered in the execution of the agreed acceptance test. Repair of corrupted or lost data is not covered by the guarantee. The guarantee obligation shall lapse if the customer makes changes or instructs changes to be made to the software without the supplier's written consent.

3.4.2 Rectification of errors shall be effected at a location to be determined by the supplier. The supplier is entitled to apply temporary solutions or program-work-arounds or problem-avoiding restrictions to the software. The customer is obliged to provide remote internet access. If this is not possible for substantial reasons, the customer is obliged to make a dongle with internet access available to the supplier.

3.4.3 After the end of the guarantee period referred to in article 3.4.1 the supplier is not obliged to rectify errors or other defects, unless a maintenance contract has been concluded between the parties which encompasses such rectification.

3.5 Maintenance

3.5.1 If a maintenance contract has been concluded for the software or if the use fee for the software includes

maintenance, the customer shall report noted errors in the software to the supplier in detail in accordance with the supplier's usual procedures. After receipt of the report the supplier shall try to rectify errors and/or make improvements to later versions of the software to the best of his ability. The results shall, depending on the urgency, be made available to the customer in the manner and within the time period determined by the supplier. The supplier is entitled to apply temporary solutions or make program work-arounds or problem-avoiding restrictions to the software. All work shall be carried out by the supplier within his normal working hours. The customer is obliged to provide remote internet access. If this is not possible for substantial reasons, the customer is obliged to make a dongle with internet access available to the supplier.

3.5.2 The supplier does not guarantee that the software will work without interruption or that all errors and other defects will be rectified.

3.5.3 The supplier can charge his usual rates and costs for rectification if there are use errors or inexpert use or other causes not attributable to the supplier or if the software has been changed by parties other than the supplier. Rectification of corrupted or lost data does not fall under maintenance.

3.5.4 If a maintenance contract has been concluded, when improved versions of the software become available the supplier shall make these available to the customer. Three months after making an improved version available the supplier is no longer obliged to rectify any errors in the old version and to provide support with regard to the relevant old version. For the making available of a version with new options and functions the supplier can demand of the customer that he enter into a new contract with the supplier and that a new fee be paid for the availability thereof.

3.5.5 If the customer does not enter into a maintenance contract with the supplier simultaneously with entering into the contract for making the software available, the supplier cannot be obliged by the customer to enter into a maintenance contract at a later time.

4 Additional terms and conditions SALE OF EQUIPMENT AND/OR OTHER GOODS

These additional terms and conditions are an addition to the general terms and conditions of delivery and the additional terms and conditions for "SERVICES" and apply if the supplier sells equipment and/or other goods to the customer. Equipment and other goods shall, in this chapter and the next chapter, be referred to as: "products", unless explicit mention is made of "equipment", which where relevant shall mean computer and/or telecommunications equipment, related parts, peripherals and accessories, in the broadest sense of the word. For the application of these terms and conditions the term "products" explicitly does not include software.

4.1 Delivery

4.1.1 The products which the supplier sells to the customer shall be delivered at the location of the supplier's warehouse. If this has been agreed in writing, the supplier shall deliver the products to a location in the Netherlands designated by the customer.

4.1.2 The supplier shall pack the products in accordance with the supplier's usual standards. If the customer wishes to have a specific method of packing, the related additional costs are at the customer's expense. The customer shall act in accordance with the applicable government regulations with regard to packing of products delivered by the supplier which is no longer needed. The customer indemnifies the supplier against claims of third parties for non-compliance with the relevant regulations.

4.2 Trial set-up

Only if such has explicitly been agreed in writing, the supplier shall be bound to place a trial set-up relating to the products in which the customer is interested. The supplier may make a trial set-up subject to (financial) conditions. A trial set-up concerns the temporary placing of products in a standard version on approval, exclusive of accessories, in a room to be made available by the customer, before the customer definitely decides whether or not to take the products in question for the applicable prices. The customer is liable for use, damage, theft or loss of products which form part of a trial set-up.

4.3 Assembly, installation and acceptance

4.3.1 If this has been agreed in writing, the supplier shall install or assemble the products or have them installed or assembled.

4.3.2 Before delivery of the products the customer shall, at his own expense and risk, make a suitable installation or assembly place available with all necessary facilities, such as power supply, cables and telecommunications facilities. The customer is responsible for assessing the suitability of the building or the location in which the products are installed or assembled. The customer shall also ensure that necessary work which does not form part of the contract between the supplier and the customer, such as electrics, drilling and channelling, brickwork, plastering and painting work and similar work, have been executed correctly and in time. The customer is also responsible for the availability of

lifts which are sufficiently large for pallets or platform carts, suitable for transporting the delivered products to the place of installation or assembly without disruption. The customer shall make a properly sealed room which is only accessible for the supplier available for the storage of the delivered products which have not yet been installed or assembled and for equipment of the supplier.

4.3.3 The customer shall provide the supplier access to the place of installation or assembly for the execution of the installation or assembly work, during the supplier's normal working hours. If installation and/or assembly work should nevertheless take place outside of the supplier's normal working hours, the supplier can charge the customer the supplement on the price which his company normally applies therefor.

4.3.4 If the installation or assembly work is based on drawings made available to the supplier in advance, the customer guarantees that the specified dimensions and details have been inspected by him and that they are correct and complete. The supplier can demand that the customer sign the drawing in agreement.

4.3.5 The supplier shall make the products available to the customer by delivery in conformity with article 1 of these terms and conditions or, if an assembly or installation to be executed by the supplier has been agreed in writing, by assembly or installation of the equipment at the customer's. The product shall be deemed accepted between the parties on the date of delivery or, if an assembly or installation to be executed by the supplier has been agreed in writing, on the date when the assembly or installation is ready.

4.4 Liability

Without prejudice to the provisions in these terms and conditions regarding liability, the supplier is not liable for corrupted or lost data due to use of the equipment.

5 Additional terms and conditions MAINTENANCE OF PRODUCTS

These additional terms and conditions are an addition to the general terms and conditions of delivery and the additional terms and conditions for "SERVICES" and apply if the supplier and the customer have made a product maintenance contract.

5.1 Duration of the maintenance obligation

5.1.1 The contract for product maintenance is concluded for the duration agreed between the parties, with a minimum term of 1 year, without the possibility of early termination.

5.1.2 The duration of the contract shall always be tacitly extended for the original period, unless the customer or supplier terminates the contract before the end of the agreed period by written notice subject to a notice period of three months before the end of the relevant period.

5.2 Maintenance

5.2.1 Unless otherwise indicated in the maintenance contract the maintenance of equipment encompasses:

- a. preventative maintenance: the inspection, adjusting and cleaning of the equipment which the supplier deems necessary to prevent malfunctions;
- b. corrective maintenance: the elimination of malfunctions in the equipment which have arisen with the normal use of the equipment and due to inherent defects in the equipment as well as the execution of the repairs necessary therefor and the replacing of worn or damaged parts;
- c. remote preventative maintenance: the inspection and adjustment by means of a connection with the equipment made via telecommunications facilities which the supplier deems necessary to prevent malfunctions;
- d. remote corrective maintenance: the diagnosing and/or eliminating of reported malfunctions by means of a connection with the equipment made via telecommunications facilities. In this chapter, malfunction means not complying or not complying without interruption with the specifications of the equipment announced by the supplier in writing. There shall only be deemed to be a malfunction if such can be demonstrated and reproduced. The maintenance of equipment does not encompass modifications or improvements. In the event of lack of a written explicitly agreed start period, maintenance work shall be started in accordance with a reasonable time period determined by the supplier.

5.2.2 The maintenance of other products than equipment encompasses what is explicitly described in the maintenance contract in this respect.

5.2.3 The maintenance shall be carried out during the supplier's office hours on Monday through Friday, with the exception of public holidays. If maintenance has started during office hours and the supplier's maintenance personnel deems it necessary that work is continued outside of these hours or when the maintenance work is executed fully outside of office hours, the applicable rates and supplements shall be charged to the customer.

5.3 Supplier's obligations

5.3.1 During the term of the maintenance contract the supplier is obliged to eliminate malfunctions which the customer has reported to the supplier in accordance with article 5.4.2 to the best of his ability.

5.3.2 The supplier has the right to suspend maintenance obligations for the time that circumstances exist at the location where the products are set up which in the supplier's opinion entail risks with regard to the safety or health of the supplier's employees.

5.3.3 Parts shall be replaced if in the supplier's opinion this is necessary to rectify or prevent malfunctions. The replaced parts shall become / remain the supplier's property.

5.3.4 Maintenance obligations of the supplier only apply in the Netherlands and only in so far as products set up or used in the Netherlands are concerned.

5.4 Conditions of maintenance and use

5.4.1 The customer can move equipment at his expense after receiving the supplier's prior written consent.

5.4.2 The customer shall, immediately after the occurrence of a malfunction in the product, notify the supplier thereof in writing or in the manner common for the supplier, if possible by means of a detailed description of the malfunction which has occurred. The customer shall grant the supplier or a third party designated by the supplier access to the location of the product without delay and make the product available to the supplier. If there are various technical options for rectifying the malfunction, the supplier shall decide.

5.4.3 On the supplier's request an employee of the customer skilled in the matter shall be present at the maintenance work for consultation.

5.4.4 The customer is entitled to connect products which have not been supplied by the supplier. The costs of investigating and rectifying malfunctions which ensue from the connection of products not supplied by the supplier, are at the customer's expense.

5.4.5 If in the supplier's opinion it is necessary for the maintenance of the equipment that the connections of the equipment to other systems or equipment are tested, the customer shall make the other systems or equipment as well as the relevant test procedures and information carriers available to the supplier.

5.4.6 Test material necessary for maintenance work which is not part of the supplier's normal work equipment, must be made available by the customer.

5.4.7 The customer shall see to and is responsible for the technical, spatial and telecommunications facilities which are necessary for the products to function. The maintenance does not extend to the aforementioned facilities and connections.

5.5 Maintenance rates

In so far as this is not explicitly stipulated in the maintenance contract, the supplier's basic maintenance rate applies. Maintenance charges are always owed in advance, without prejudice to the provisions in article 1.4 of these terms and conditions.

5.6 Exclusions

5.6.1 Work relating to investigation or repair of malfunctions which ensue from the incorrect, careless or inexperienced use of the product or failure to observe operating or maintenance regulations, use in a different manner than the foreseen normal use or from external causes, such as faults in lines of communication or in power supplies, or connections with or making use of equipment, software or materials which do not explicitly fall under the maintenance contract, do not fall under the supplier's maintenance obligations and shall be charged separately at the applicable rates.

5.6.2 Unless otherwise agreed, the maintenance price in any event does not include:

- a. the replacing of consumables such as magnetic storage media, ink, etc.;
- b. the replacement costs of parts as well as maintenance services for the rectification of malfunctions which have been caused in whole or in part by attempts at rectification by parties other than the supplier;
- c. work on behalf of whole or partial revision of the product;
- d. modifications to the product;
- e. moving, relocation or re-assembly or re-installation of the product.