

General terms and conditions Delft Research Group BV

Article 1. Definitions

- 1.1. Contractor: Delft Research Group B.V., established in Delfgauw and registered with the Chamber of Commerce under number 27294457.
- 1.2. Client: any natural or legal person on whose instructions Contractor performs services.
- 1.3. Agreement: the agreement between Contractor and the Client.

Article 2. Scope of application

- 2.1. These general terms and conditions apply to all offers and/or agreements pursuant to which Contractor performs services and to all orders accepted by Contractor, including orders placed through a web portal, orders placed by telephone and orders effected through the delivery of samples.
- 2.2. Deviations from these general terms and conditions shall only be valid if expressly agreed in writing or by e-mail.
- 2.3. The Contractor explicitly rejects the applicability of any general (purchase) conditions used by the Client.
- 2.4. If one or more of the provisions of these general terms and conditions are invalid or may be annulled, the remaining provisions of these general terms and conditions shall continue to apply in full.
- 2.5. These general terms and conditions replace all previous oral or written offers and agreements between the parties.

Article 3. Offers and quotations

- 3.1. The offer and all quotations by the Contractor shall be entirely free of obligation. Contractor reserves the right to refuse (parts of) assignments.
- 3.2. If the acceptance deviates (on minor points) from the offer, then the Contractor is not bound by it. The agreement will then not be concluded in accordance with this deviating acceptance.
- 3.3. Obvious mistakes or errors in offers, agreements or e-mail messages from the Contractor are not binding on the Contracted Party.
- 3.4. Offers, prices and rates do not apply automatically to future assignments.
- 3.5. Verbal agreements will only be binding on the Contractor after and insofar as they have been confirmed by the Contractor in writing.
- 3.6. The prices specified in an offer or quotation are based on performance of the agreement in the Netherlands (with the exception of the Wadden Islands) during regular working hours from 8:00 a.m. to 6:00 p.m. and on working days from Monday to Friday, unless otherwise indicated. See Article 8 for any applicable surcharges.

Article 4. Conclusion of the Agreement

- 4.1. The agreement is concluded when (i) Client has signed an offer or agreement and returned it to Contractor, (ii) an order is accepted by Contractor in writing, or (iii) Contractor proceeds to execute an order.

Article 5. Execution of the Agreement

- 5.1. The Contractor's obligation is an obligation to perform to the best of its ability and not an obligation to achieve a certain result.
- 5.2. The Contractor will, at its own discretion, determine the working method, method and equipment to be used for the performance of the agreed work. If the Contractor follows explicit requests or instructions from the Client, then the Client will bear the responsibility for this. The Client indemnifies the Contractor against all the consequences thereof.
- 5.3. For the performance of the Agreement, the Contractor shall be free to assign an employee of its choice and to change employees. The Contractor will also be authorised to make use of third parties for the fulfilment of the Agreement.
- 5.4. If, in the execution of the Agreement, the Contractor works with a third party designated by the Client, the Contractor can never be held liable for the acts and/or omissions of this third party.

Article 6. Obligations of the Client

- 6.1. Client is to provide, at his own expense and risk, a workplace where Contractor can perform the agreement, which meets the requirements set by law. This workplace must be equipped with facilities customary according to Dutch standards, including electricity, heat, lighting and water.
- 6.2. Client shall ensure that Contractor is granted timely access to grounds and/or buildings required for the performance of the work.
- 6.3. If the Contractor performs activities at the Client's location, the Client must give the Contractor the opportunity to perform the activities under conditions that meet the statutory (safety) requirements and the Client is obliged to make personal protective equipment available to the Contracted Party, insofar as this is necessary for the safe performance of the agreed activities.

- 6.4. The Client must inform the Contractor of any dangers that may occur during the execution of the Agreement.
- 6.5. Where necessary, the Contractor may make use of the Client's assistance organisation.
- 6.6. The Client will provide all information required for the fulfilment of the Agreement to the Contractor and will extend all necessary cooperation. The Client shall also ensure that all information which the Contractor indicates is necessary or which the Client should reasonably understand is necessary for the fulfilment of the Agreement is provided to the Contractor in good time. If the information required for the fulfilment of the Agreement has not been provided to contractor in good time, contractor has the right to suspend the fulfilment of the Agreement and/or to charge the Client for the additional costs arising from the delay at the customary rates.
- 6.7. The Client warrants the accuracy, completeness, updating and reliability of the information provided to the Contractor, even if such information originates from third parties. If at any time data are not or no longer correct, complete, current and/or reliable, Main Contractor shall immediately take all steps to rectify the situation and shall inform Contractor as soon as possible.
- 6.8. Client is obliged to inform Contractor without delay of any facts and circumstances that may be relevant in connection with the performance of the Agreement.
- 6.9. The Client is responsible for checking the accuracy and completeness of the work performed by the Contracted Party. If the Client is of the opinion that the work is not correct, the Client must inform the Contractor thereof as soon as possible.
- 6.10. Client indemnifies Contractor against any claims from third parties, such as the third parties engaged by Contractor, who suffer damage in connection with the execution of the Agreement and which is attributable to Client.
- 6.11. In the event that Client has not, not timely or not fully fulfilled his obligations towards Contractor, or acts unlawfully towards Contractor, then Contractor has the right to charge Client for the costs and/or damage resulting from this and Contractor has the right to suspend its work.

Article 7. Rates and costs

- 7.1. When the agreement is concluded, the rates payable by the Client are determined; this may be on the basis of a price fixed in advance or on the basis of subsequent costing. If the agreed period within which the order must be completed is exceeded by more than three months through no fault of the contractor, the price shall still be determined on a subsequent costing basis, whereby the originally agreed amount shall apply as a guide.
- 7.2. Contractor shall be entitled to adjust the rates annually. Contractor is also entitled to change the rates in the interim if the job evaluation, costs and/or prices on which the rates are based give cause to do so.
- 7.3. Third-party costs incurred by the Contractor under the Agreement will be charged separately.
- 7.4. In addition to the rates referred to in article 7.1, the Client must pay additional costs. These include, but are not limited to, postage and photocopying costs, costs of third parties reasonably engaged in the execution of the Agreement and travel costs incurred by the Contractor in the execution of the Agreement.
- 7.5. All fees are exclusive of turnover tax or other government levies, unless stated otherwise.
- 7.6. Waiting times and delays caused by unforeseen circumstances or by the Client's failure to meet its obligations, if these result in additional costs, will be charged to the Client.
- 7.7. The following also applies to courses:
 - a. course fees are due in advance. In the event of late payment, the Contractor shall be entitled to dissolve the agreement and to charge the Client for any losses incurred;
 - b. course fees are based on factors determining prices at the time of the agreement, such as the cost of materials and wages. In the event of changes to one or more of these factors, Contractor shall be entitled to adjust the prices accordingly. If the price adjustment amounts to 10% or more within three months of the conclusion of the agreement, the enrollee/course participant shall be entitled to cancel the course.

Article 8. Supplements

- 8.1. If secondment work is performed outside the working hours referred to in Article 3.6, the following allowances apply:
 - a. Monday to Friday, outside the working hours referred to in Article 3.6: 35%.
 - b. Saturday: 50%.
 - c. Sunday and public holidays: 100%.
- 8.2. If Contractor is called upon urgently, not planned in advance, for example in the event of a calamity or urgent analysis, an additional surcharge of 50% may apply.

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Article 9. Delivery time

If Contractor and Client have agreed on a completion date, Contractor shall endeavour to meet it. However, completion dates are not binding and are never final. Exceeding a completion date can never result in any liability on the part of contractor and any ensuing claims for compensation by the Client, or in the suspension of any obligation by the Client vis-à-vis the Contractor.

Article 10. Invoicing and payment

- 10.1. Client shall pay the invoices received from Contractor within 14 days of the invoice date.
- 10.2. Objections to the amount of the invoices do not suspend the payment obligation. Payment must be made without discount or offsetting.
- 10.3. The Contractor is always entitled to require the Client to make an advance payment or to provide security in some other way.
- 10.4. If the agreed payment term is exceeded, the Client is in default without notice of default and must pay the statutory commercial interest plus 3% per month (whereby periods shorter than one month are regarded as full months) to the Contracted Party. In addition, all actual costs of collection (both judicial and extrajudicial) shall be borne by Client.
- 10.5. Each payment made by the Client serves first of all to settle any costs and interest owed, and subsequently to settle the longest outstanding payable invoices.
- 10.6. The Contractor is entitled to suspend the issue of goods until all outstanding invoices have been settled by the Client.

Article 11. Termination and cancellation

- 11.1. A fixed-term agreement cannot be terminated prematurely. If the Client nevertheless terminates the agreement in the interim, it shall be obliged to pay the fee based on the full term of the agreement, as well as any costs already incurred in connection with that.
- 11.2. An agreement for an indefinite period can be terminated in writing or by e-mail with a notice period of at least three months.
- 11.3. The contracted party is entitled, without any notice of default, judicial intervention or obligation to pay damages, either to suspend the execution of the agreement until further notice or to dissolve the agreement in whole or in part, in the event that
 - a. Client does not properly or timely comply with any obligation arising from the agreement;
 - b. there is reasonable doubt as to whether Customer is able to meet its obligations under the agreement
 - c. bankruptcy, suspension of payments, debt rescheduling, closing down, liquidation or total or partial transfer of (the company of) Customer.
- 11.4. Furthermore, the Contractor is entitled to terminate the agreement if circumstances arise which are of such a nature that fulfilment of the agreement is impossible or can no longer be demanded according to standards of reasonableness and fairness, or if other circumstances arise which are of such a nature that the unaltered maintenance of the agreement can no longer be reasonably expected.
- 11.5. The following also applies to courses:
 - a. in the event of being prevented from attending, a colleague may replace the participant;
 - b. cancellation is possible in writing or by e-mail up to two weeks before the start of the course and on payment of €100 administration costs (or €50 if the course is still followed at a later date). If cancelled or postponed within two weeks before the start of the course, the full course amount is due;
 - c. The Contractor reserves the right to reschedule the course if the number of participants is too low.
- 11.6. If the agreement is dissolved, the claims of Contractor on Client are immediately due and payable. If the Contractor suspends fulfilment of its obligations, it shall retain its claims under the law and the Agreement.
- 11.7. Contractor always retains the right to claim damages.

Article 12. Additional work

- 12.1. If, as a result of additional wishes of Client, both verbally and in writing, the activities of Contractor are increased or expanded, this is referred to as additional work. Client is due the costs of the additional work to Contractor. Contractor will charge these costs to Client in accordance with the applicable rates.
- 12.2. The Contractor cannot be obliged to comply with a request from the Client to carry out additional work.
- 12.3. The Client accepts that an extension or amendment to the Agreement may lead to an extension of the completion period.

Article 13. Complaints

- 13.1. Complaints about the work performed must be lodged by Client with Contractor in writing or by e-mail within 14 working days (unless a different period is prescribed by law) after the performance of the work to which the complaint relates, at the risk of forfeiting all rights. If Contractor provides an advice, the Client is obliged to satisfy itself of the content of the advice.
- 13.2. If the Contractor considers the complaint well-founded, the Contractor shall, to the extent possible and within the bounds of reasonableness and fairness, remedy the irregularities.
- 13.3. A complaint does not suspend the Client's payment obligation.

Article 14. Liability and limitation period

- 14.1. Contractor shall only be liable for failures in the performance of the agreement if, despite a written notice of default (including a reasonable period for performance), Contractor fails to act or fails to act promptly as may be expected of a reasonably competent contractor. Contractor shall be similarly liable for third parties engaged by Contractor in the execution of the agreement.
- 14.2. Should the Contractor be liable, then this liability will be limited to the amount paid out by the Contractor's insurer. If the insurer makes no payment, then the Contracted Party's liability is limited to the amount charged by the Contractor to the Client over the last three months for the work to which the liability relates, with a maximum of € 10,000.
- 14.3. In the event of a label evaluation, the Contractor's liability will be limited to a maximum of the amount that the Contractor has charged to the Client for the label evaluation in question.
- 14.4. Indirect damage (such as consequential damage, loss of profit, missed turnover, missed savings, damage to reputation, damage caused by delay, fines imposed and damage caused by interruption of operations) is excluded from compensation.
- 14.5. The limitations of liability included in these general terms and conditions do not apply if the damage is due to intent or deliberate recklessness on the part of the Contractor or third parties engaged by the Contractor in the performance of the Agreement.
- 14.6. The Client's rights of action and other powers of whatever nature in respect of the Contractor lapse in any event one year after the date on which the Client became aware or could reasonably have become aware of their existence.

Article 15. Force majeure

- 15.1. Force majeure means: circumstances that delay and/or prevent performance of the agreement and which cannot be attributed to Contractor. These circumstances include: fire, theft, acts of war, riots, strikes, sit-down strikes, business interruptions, war, severe weather, situations of actual inaccessibility of the work, delay or cessation in the supply of necessary data or information by or on behalf of Client and/or third parties engaged for the performance of the agreement and changes in regulations.
- 15.2. If Contractor is prevented from fulfilling his obligations in the normal way as a result of force majeure, then Contractor has the right, without judicial intervention, to either suspend the fulfilment of the agreement for three months, or to dissolve the agreement in whole or in part, without being obliged to pay compensation. During the suspension, Contractor is entitled, and after the expiry of the three months also obliged, to choose either for execution or for full or partial dissolution of the agreement.
- 15.3. All activities carried out by the Contractor up to the point of force majeure shall be charged to the Client.
- 15.4. The Contractor is also entitled to invoke force majeure if the circumstance preventing (further) fulfilment arises after the Contractor should have fulfilled its obligation.

Article 16. Intellectual property rights

The intellectual and industrial property rights to reports, certificates, advice, teaching materials and other documents issued to the Client (including reports issued by means of computer connections, online means of telecommunication or any other digital representation) are vested exclusively in the Contractor. The Client is only permitted to disclose these materials to third parties or to give them in use after he has fulfilled all his obligations vis-à-vis the Contractor and has obtained the Contractor's prior written consent.

Article 17. Confidentiality

- 17.1. Both parties undertake to keep confidential all information received from the other party. The Client further undertakes not to disclose any analyses, recommendations and/or other confidential information (for instance regarding the working method or equipment of the Contracted Party) to third parties.
- 17.2. If a party is required by law or a court judgment to disclose

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- If a party is required to disclose confidential information to third parties designated by law or by the competent court (such as the NVWA) and cannot invoke a right to refuse to give evidence recognised or permitted by law or by the competent court, that party will not be required to maintain confidentiality or to pay compensation.

Article 18. Personal data

- 18.1. Contractor is entitled to store and process personal or commercial data of Client, regardless of whether these data originate directly from Client or from a third party.
- 18.2. Contractor shall make reasonable efforts to keep these data confidential and to use them only for the purposes for which Client has provided them.
- 18.3. If the Client can be designated as the responsible party in the sense of the General Data Protection Regulation, the Contractor will only process these personal data insofar as this is necessary for the fulfilment of the Agreement or for complying with a statutory obligation.
- 18.4. The Contractor will take suitable security measures to protect personal data against unauthorised access.

Article 19. Taking over of staff (only applicable in case of secondment or hiring of staff)

- 19.1. During the term of the Agreement and within 2 years of the end of the Agreement, Client or companies affiliated with Client are forbidden without the prior written permission of Contractor to employ or otherwise hire or involve employees of the Contractor (or of companies affiliated with the Contractor or its subcontractors) or to conduct negotiations with those employees for that purpose.
- 19.2. If the Contractor violates the foregoing provision, the Contractor will forfeit from the Client an immediately payable penalty, without notice of default being required, of € 100,000 plus € 1,000 for each day or part of a day that the violation continues after notice of default has been issued, without prejudice to the Contracted Party's right to claim performance or additional compensation.
- 19.3. In exceptional cases, and only after written agreement by a board member of Contractor, taking over an employee is negotiable. This will be for a fixed fee of € 50,000.

Article 20. Transfer

- 20.1. Client shall not transfer any rights arising from the Agreement to third parties without the prior written consent of Contractor.

Article 21. Applicable law and competent court

- 21.1. Any agreement between the Contractor and the Client shall be governed by Dutch law.
- 21.2. All disputes between the Client and the Contractor arising from or in connection with the Agreement will be settled by the competent court in the district where the Contractor has its registered office, to the exclusion of any other.

Article 22. Samples

- 22.1. Samples or materials supplied shall be in such a condition that it is possible for the employees of Contractor to perform the analytical work. Contractor is entitled to carry out a preliminary investigation into the condition of the samples or materials before proceeding to process the samples, to draw up a report or to start the production. The costs of this preliminary examination shall be borne by Client if the samples or materials do not meet the requirements to be set for it. If the samples or materials do not meet the requirements - irrespective of whether a preliminary investigation has been conducted - Contractor is entitled to cancel the order or to suspend its execution, in which case the costs incurred by Contractor up to that point shall be for the Client's account.
- 22.2. Samples offered for analysis by or on behalf of the Client must be properly packed and preserved and provided with clear information relating to the samples. The Client bears full responsibility for the correct manner of preserving the sample offered, as well as for its selection, representativeness and quality.
- 22.3. If a sample offered may have dangerous characteristics, the Client must ensure that this is clearly communicated to the Contractor when the sample is offered, including on the packaging. If Client does not comply with this information and warning obligation and damage occurs as a result, Client is liable for any damage, of whatever nature, to persons, goods and/or other property as a result of these properties. The damage shall also include consequential damage.
- 22.4. Contractor will store the goods offered for examination or the remnants thereof, if possible, for 2 weeks after the reporting date of the examination. Any costs related to this are included in the price stated in the order. The

contractor shall be entitled to retain goods, documents and the like as security for as long as the principal fails to meet his obligations.

- 22.5. Orders are executed under the conditions available to Contractor and in accordance with the techniques and methods developed and generally applied by Contractor at the time of execution. The results may not always be one hundred percent accurate. Analyses, interpretations, assessments, advice and conclusions are drawn up in accordance with the standards of care that apply in business, but the Contractor cannot guarantee that they will always be absolute.
- 22.6. The Contractor is not liable for the loss of or damage to samples if this is not demonstrably due to any act or omission on the part of or by the Contractor. The Contractor shall have the right to handle and process samples at its own discretion for the purpose of implementing the Agreement.
- 22.7. The results of an analysis, advice and/or relevant information relating to the order will be reported to the Client by the Contractor in writing. If the documents referred to in the first sentence above are sent digitally at the Client's request, these documents will only have binding force if they have been signed by an authorised representative of the Contractor (including a digital signature) and/or sent in the original form to the Client by ordinary post.
- 22.8. Research results may be made available through a web portal. If this is done, the results will not be final until the analysis values have been reported. Until that time, the Contractor reserves the right to adjust the analysis results. Results will never be issued before the time indicated in the NEN standard of the analysis requested in order to guarantee freedom from pressure. Objections to test results can be submitted by the Client within 3 days after receipt of those results. However, the costs of a repeated analysis or assessment shall be borne by the Client, unless it appears that the results of the repeated analysis do not correspond to those of the first analysis. Furthermore, a repeated analysis is only possible if Contractor has sufficient original sample material in stock at the moment the objection of Client is received.
- 22.9. The analyses, recommendations and/or other information produced by Contractor may only and exclusively be used by Client for his own purposes. Any further or other use by Client towards third parties will be at Client's own risk.