

## General Terms and Conditions of QTI Services B.V.

### 1. Definitions

- 1.1 Unless these General Terms and Conditions expressly provide otherwise, the following terms have the following meanings:
- **DCC:** the Dutch Civil Code (*Burgerlijk Wetboek*);
  - **Services:** the services to be performed by QTI on the Customer's instructions;
  - **Parties:** QTI and the Customer together;
  - **Offer:** an offer by QTI to enter into an Agreement;
  - **Customer:** the legal entity or natural person to whom QTI issues an Offer and/or with whom QTI enters into an Agreement;
  - **QTI:** the private company with limited liability **QTI Services B.V.**, having its registered office in Amsterdam, listed in the commercial register under file number 73364770;
  - **Agreement:** an agreement for services as referred to in Section 400 of Book 7 of the DCC and any other agreement between the Parties;
  - **Conditions:** these general terms and conditions.
- 1.2 The terms defined in Article 1.1 may be used in the singular and plural without loss of meaning.

### 2. Applicability and interpretation of the Conditions

- 2.1 These Conditions apply to every Offer and every Agreement.
- 2.2 A deviation from these Conditions only applies if the Parties have expressly agreed this in writing.
- 2.3 QTI does not accept any general terms and conditions of the Customer and explicitly rejects such conditions.
- 2.4 Agreements with and commitments and/or statements by employees of QTI that deviate from these Conditions are only binding on QTI if they have been explicitly confirmed in writing on behalf of QTI by an authorised representative of QTI. The provisions of Section 61(2) and (3) of Book 3 of the DCC do not apply in this case.
- 2.5 The headings above the articles in these Conditions and the Agreement are intended to promote readability and have no independent meaning when interpreting these Conditions or that Agreement.
- 2.6 In these Conditions, 'in writing' also means recorded electronically in writing.
- 2.7 If one or more provisions of these Conditions are voided or null, the other provisions of these Conditions remain in full force and effect.

### 3. Offer

- 3.1 Unless stated otherwise in the Offer, the Offer is always without obligation, based on the performance of the Agreement by QTI under normal circumstances, and the Offer may be amended or withdrawn by QTI as long as it has not been accepted.
- 3.2 If the Offer specifies a period for acceptance, the offer in that Offer lapses if it is not accepted by the Customer in full and without reservation within the specified acceptance period. Unless the Offer specifies otherwise, the Offer is valid for 14 (fourteen) calendar days from the date of the Offer.
- 3.3 The prices and/or rates mentioned in the Offer relate exclusively to the specific assignment within the framework of which the Offer was issued. These prices and/or rates do not apply automatically to future assignments, unless the Parties have agreed otherwise in writing.
- 3.4 A statement issued by QTI via a price list, catalogue, brochure, circular letter, advertisement, image, drawing or any other form of communication not specifically addressed to the Customer does not constitute an Offer and is not binding on QTI.
- 3.5 Verbal statements are only binding on QTI if and insofar as these have been confirmed in writing by QTI.
- 3.6 Manifest errors and/or mistakes in the Offers, the Agreement or QTI's correspondence are not binding on QTI.

### 4. Agreement and performance

- 4.1 The Agreement becomes effective as soon as the Customer's acceptance of the Offer has reached QTI. However, if the acceptance contains reservations or changes to the Offer, the Agreement only becomes effective if and as soon as QTI has informed the Customer in writing that it agrees with these reservations or changes.
- 4.2 Unless the Parties agree otherwise in writing, QTI determines the manner in which the Agreement is performed, including the mode of operation, the method and the equipment with which it carries out the agreed services. If QTI follows explicit requests or instructions from the Customer, the Customer bears sole responsibility in this regard. The Customer indemnifies QTI against all consequences.
- 4.3 If, in the performance of the Agreement, QTI cooperates with a third party designated by the Customer, QTI can never be held liable for the actions and/or omissions of this third party and any resulting damage.
- 4.4 QTI has the right at all times to engage third parties for the performance of the Agreement at its own discretion and needs. In this case, the provisions of Sections 404 and 407(2) of Book 7 of the DCC do not apply.
- 4.5 Unless otherwise agreed in writing, any obligation of QTI arising from the Agreement is a best-efforts obligation and not a result obligation.
- 4.6 Any delivery dates stated by QTI for Services it provides or other performances it carries out are only indications and do not constitute a deadline.
- 4.7 If the Customer fails to fulfil an obligation towards QTI, QTI has the right, without prejudice to its other rights, immediately and without warning or notice of default, to suspend the fulfilment of its obligations towards the Customer in whole or in part, without the Customer being entitled to damages, full or partial dissolution of the Agreement or any own right of suspension.
- 4.8 Information provided by QTI and certificates, reports, recommendations and other documents drawn up by QTI are exclusively intended for internal use by the Customer. The Customer may only share them with third parties if QTI has given its prior written consent to the Customer.

### 5. Customers' obligations

- 5.1 The Customer must provide QTI with all the information necessary for the performance of the Agreement and gives all the cooperation required for this performance. The Customer guarantees that the data provided to QTI is correct, up to date and complete. If at any time the data are no longer correct, complete and up to date, the Customer informs QTI accordingly as soon as possible and ensures that the data are amended as soon as possible to the extent necessary to make them correct, complete and up to date again.
- 5.2 QTI is not liable for any damage caused by the Customer's failure to provide data, failure to provide data on time, or by incorrect and/or incomplete data.
- 5.3 If the Customer fails to provide QTI with the data required for the performance of the Agreement in time, QTI may suspend the fulfilment of all obligations under the Agreement until the Customer has provided QTI with these data still.
- 5.4 If QTI and/or any third party it engages needs access to the Customer's projects, premises and/or buildings for the performance of the Services, the Customer grants this access and ensures that all necessary formalities are carried out.
- 5.5 The Customer is not allowed to involve third parties in the performance of the Agreement, unless this has been agreed in writing with QTI.

### 6. Samples

- 6.1 Each sample and any other item that the Customer provides to QTI in connection with an Agreement must be in such a condition that QTI is able to fully perform the work to be carried out under the Agreement in this respect. The Customer sends every sample to QTI at its own expense and risk.
- 6.2 Each sample offered for analysis must be properly packaged and preserved, and must be provided with clear and complete information on the samples or the contents of the samples concerned. The Customer is fully responsible for the correct preservation and submission of a

- sample and for the quality of that sample.
- 6.3 If a sample has or may have dangerous properties, the Customer ensures that this is immediately clear when the sample is offered to QTI, without QTI having to carry out any investigation itself to become aware of the possibly dangerous properties. Non-compliance with this duty to inform and warn is entirely at the Customer's expense and risk.
- 6.4 QTI retains a sample for 3 (three) months after the completion of the assignment unless the Parties agree a different period in writing. At the end of this period, QTI is entitled to retain the samples, to destroy them or to return them to the Customer, at QTI's sole discretion. Any costs involved in retaining, destroying or returning a sample are chargeable to the Customer.
- 6.5 QTI has the right to process and handle a sample at its own discretion in the context the performance of the Agreement.
- 7. Prices and price increase**
- 7.1 When the Agreement becomes effective, QTI determines the rates payable by the Customer. QTI may change the rates periodically. QTI may also adjust the rates in the interim if the costs and/or prices on which the rates are based give cause to do so. If the Agreement is changed or adjusted, resulting in additional costs, QTI may also revise its rates in this connection.
- 7.2 If QTI has to carry out more or other work as a result of a written or verbal instruction from or on behalf of the Customer, additional work is concerned. QTI is entitled to charge the Customer for the costs of this additional work in accordance with the applicable rates.
- 7.3 If there is a delay in the performance of the Services as a result of circumstances not at QTI's expense and risk, QTI is entitled to charge the Customer for the costs of the extra time spent as a result of these circumstances.
- 7.4 All rates submitted by QTI are exclusive of turnover tax and/or other government levies, unless stated otherwise.
- 7.5 In addition to the rates referred to in Article 7.1, the Customer must pay the costs incurred by QTI in connection with the performance of the Agreement. These include, but are not limited to, courier costs and travel expenses.
- 8. Payment**
- 8.1 The Customer must pay an amount due under the Agreement within 14 (fourteen) calendar days from the invoice date by transferring the amount due to a bank account number specified by QTI on the invoice.
- 8.2 The invoices of QTI are deemed to be accepted and approved by the Customer if QTI has not received a written and properly explained objection from the Customer within 7 (seven) calendar days from the invoice date.
- 8.3 The Customer must make its payments to QTI without suspension, discount or deduction. The Customer is not allowed to set off any debt to QTI against any claim it has on QTI.
- 8.4 The Customer is in default by operation of law if it fails to pay within the payment term. From the moment the default commences, the Customer owes the statutory commercial interest referred to in Section 119a of Book 6 of the DCC on the unpaid amount. The Customer owes this interest with respect to all monetary claims to which the Agreement gives rise.
- 8.5 Payments made by the Customer are firstly applied against all interest and costs due and secondly against the oldest unpaid invoice from QTI. The Client must not change this method of allocation.
- 8.6 QTI has the right at all times to demand advance payment or security, including additional security, for the fulfilment of the Agreement before it proceeds to (further) performance of the Agreement.
- 8.7 If QTI, at the Customer's request, charges an amount due under the Agreement to a party other than the Customer, the Customer nevertheless remains fully liable to QTI for the payment of that amount and for the further performance of the obligations arising for the Customer from the Agreement.
- 9. Defects, obligation to complain, expiry periods**
- 9.1 The Customer is obliged to notify QTI in writing of any complaint regarding the Agreement, or its performance, within 5 (five) working days after the Customer discovered, or should reasonably have discovered, the fact that gave rise to the complaint. If the Customer fails to do so, the rights it may have in this respect lapse.
- 9.2 Reporting defects or shortcomings to QTI does not release the Customer from its obligations towards QTI under the Agreement.
- 10. Notice of termination, special cases of termination and disclosure obligations**
- 10.1 Both parties are entitled to give notice to terminate the Agreement. Notice of termination must be given by means of a registered letter or a writ of summons and with subject to a notice period of 3 (three) months.
- 10.2 All QTI's claims on the Customer are immediately due and payable and QTI may, without notice of default or warning, suspend the fulfilment of its obligations in whole or in part and/or dissolve or terminate the Agreement with the Customer with immediate effect, in whole or in part, without prejudice to QTI's other rights if:
- the Customer effects a settlement with its creditors, goes into liquidation, is declared bankrupt or if there is a petition in this regard, is granted a suspension of payments or if there is a petition in this regard, or it loses the free disposal of its assets in any other way;
  - QTI has reasonable and concrete grounds to doubt whether the Customer is able to fully and timely fulfil its existing or future obligations towards QTI;
  - a prejudgment or executory attachment is levied on any of the Customer's assets;
  - QTI requests the Customer for security or additional security for the fulfilment of its obligations and the Customer has not provided this security or additional security for 7 (seven) calendar days after the request;
  - the Customer fails to fulfil an obligation towards QTI.
- 10.3 The Customer is obliged to notify QTI immediately if one of the situations referred to in article 10.2 occurs or is expected to occur.
- 11. Liability, indemnities and prescription**
- 11.1 QTI is not liable for damage of any nature whatsoever suffered by the Customer, except for damage caused by intent, deliberate recklessness or gross negligence of QTI and/or its managers.
- 11.2 QTI is never liable for indirect or consequential damage, including but not limited to: loss of profit, damage to one's image, damage due to business interruption, damage to items other than those delivered by QTI and/or damage to persons. QTI is also not liable for damage suffered by third parties.
- 11.3 QTI is not liable for damage caused by third parties called in and/or by late or incorrect delivery.
- 11.4 If QTI is liable to the Customer for any reason, the amount of its liability is always limited to the amount paid out under its liability insurance policy, plus the amount of the excess applicable under that policy. If no insurance cover is provided or paid out, and QTI is still liable to the Customer, the extent of its liability is limited to the total amount of the invoices sent and paid by the Customer under the Agreement, with a maximum of € 25,000.
- 11.5 The Customer indemnifies QTI against all claims from third parties that are in any way related to the Agreement and the legal costs, or other costs, including advisory fees, to be incurred in connection with such claims, unless these claims are the result of intent, deliberate recklessness or gross negligence of QTI itself and/or its managers.
- 11.6 By way of derogation from the statutory period of prescription, and without prejudice to the complaint and expiry periods, the period of prescription for all claims and defences against QTI and any third parties engaged by QTI is one year.
- 11.7 Exonerations in these Conditions may also be invoked by those natural persons and legal entities that are directly or indirectly associated with QTI and/or involved in the performance of the Agreement by or on behalf of QTI.

## **12. Force majeure**

- 12.1 "Force majeure" means all circumstances and/or situations which delay the fulfilment of the obligations by QTI, make it temporarily or permanently impossible or unreasonably onerous and which cannot be attributed to QTI, including, for example, pandemics, war or civil war, threat of war, terrorism, riots, vandalism, fire, water damage, flooding, strikes, sit-down strikes, lockouts, import and export restrictions, government measures, defects to machinery, disruptions in the supply of energy, non-fulfilment of obligations by suppliers, all this both in the company of QTI as well as third parties from whom QTI must obtain the necessary materials or raw materials wholly or partly, as well as in storage or during transport, whether or not under its own management, and furthermore due to all other causes that arise outside QTI's fault or sphere of risk.
- 12.2 In circumstances of force majeure, the fulfilment of all QTI's obligations towards the Customer is suspended. If the period in which QTI is unable to fulfil its obligations due to force majeure lasts longer than four weeks, QTI may dissolve the Agreement wholly or partly, or terminate it by giving notice, in each case without the Customer being entitled to damages or any own right of suspension.
- 12.3 QTI also has the right to invoke force majeure if the circumstance preventing compliance or further compliance has occurred after QTI had had to comply with its obligation.
- 12.4 If QTI has already partially fulfilled its obligations when the force majeure arises, or is only partially able to fulfil its obligations, it may charge the Customer for the performance actually delivered.

## **13. Intellectual property**

- 13.1 All intellectual property rights vested in works made known or made available to the Customer by QTI in the context of the Services to be provided are and remain the property of QTI and must not be used, multiplied, adapted and/or made available to third parties or made available for inspection in any way without QTI's express written consent. This also applies to the documents (such as reports, certificates and recommendations), offers, drawings, computer programs and/or other carriers of information and the knowledge and ideas contained in these items and documents (the "Data") that belong to and/or are related to the Services. The Customer is obliged to return the aforementioned items and Data to QTI at QTI's first request. The provisions of this paragraph also apply if the Customer is charged for said items and Data.
- 13.2 The Customer is obliged to immediately report claims of third parties on the intellectual property rights of QTI and/or its suppliers to QTI.
- 13.3 The Customer guarantees QTI that the Customer does not infringe the rights of third parties in preparing and/or executing the Agreement.

## **14. Confidentiality**

- 14.1 The Parties keep confidential all information that they receive from each other and which they know or should reasonably know is confidential. This includes in any case the Agreement and all information that the Parties receive from each other in this connection. The Party receiving confidential information only uses it for the purpose for which it has been provided to it.
- 14.2 If a Party is required to disclose confidential information to a third party pursuant to a statutory provision or a court decision, and that Party is not able to claim the right to refuse to give evidence, the Party concerned is not liable to pay damages to the other Party on account of that disclosure, nor does that disclosure constitute grounds for the other Party to dissolve the Agreement in whole or in part.

## **15. Collection and litigation costs**

- 15.1 If the Customer fails to fulfil or is in default with regard to the fulfilment of one or more of its obligations towards QTI, all costs incurred in obtaining settlement out of court are chargeable to the Customer, with a minimum of fifteen percent (15%) of the amount owed by the Customer to QTI.
- 15.2 If QTI and the Customer have conducted legal proceedings in respect of an Agreement and the Customer has been ruled wholly or predominantly against in this respect, the Customer owes QTI all judicial costs actually incurred by QTI in all instances.

## **16. Applicable law and competent court**

- 16.1 Dutch law applies to the Offer and the Agreement and all contractual and non-contractual obligations arising therefrom or related thereto.
- 16.2 The United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention) never applies to the Agreement.
- 16.3 Only the Rotterdam Court (Rotterdam court hearing location) is competent to take cognizance of disputes between the Parties that have arisen from or in connection with the Offer and/or the Agreement.