

**article 1. Definitions**

1. Contractor: In-Fase, registered at Dutch Chamber of Commerce with number 72639563.
2. Client: the natural or legal person in whose assignment services are provided and / or work is carried out and / or goods are delivered.
3. Agreement: the Agreement concluded between the Contractor and the Client with regard to the provision of services and / or execution of activities and / or delivery of goods.

**article 2. General**

1. These terms and conditions apply to every offer, quotation and Agreement between In-Fase, hereinafter referred to as: "Contractor", and a Client to which the Contractor has declared these conditions applicable, insofar as the parties have not deviated from these conditions explicitly and in writing. .
2. The present conditions also apply to Agreements between the Contractor and the Client, for the execution of which the Contractor must involve third parties.
3. Any purchasing or other conditions declared by the Client are explicitly rejected.
4. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Contractor and Client shall then negotiate in good faith to modify this Agreement so as to effect the original intent of the term or provision as closely as possible.
5. If the interpretation of one or more provisions of these general terms and conditions are unclear or ambiguous, then such terms and conditions are to be interpreted and construed in light of its general intent.
6. If a situation arises between the parties that is not regulated in this general terms and conditions, this situation must be assessed in the light of the intentions of these general terms and conditions.
7. If the Contractor does not always demand strict compliance with these conditions, this does not mean that the provisions thereof do not apply, or that the Contractor would in any way lose the right to demand strict compliance with the provisions of these conditions in other cases.
8. For this translation, the Dutch text of the general terms and conditions is always decisive for its interpretation.

**article 3. Quotations and offers**

1. All quotations, concept Agreements and offers from the Contractor are without obligation, unless a period for acceptance has been set. If no acceptance period has been set the Contractor reserves the right to nullify the quotation, concept Agreement or offer, if the Contractor is no longer available in the meantime.
2. The Contractor cannot be held to its quotations, concept Agreements or offers if the Client can reasonably understand that the quotations or offers, or any part thereof, contain an obvious mistake or error.
3. The prices stated in a quotation, (concept) Agreement or offer are without VAT or other government levies.
4. If the acceptance deviates (whether or not on minor points) from the offer stated in the quotation, concept Agreement or offer, Contractor is not bound by it. The final Agreement is not with deviating acceptance, unless Contractor indicates otherwise.
5. A quotation composed in multiple parts does not oblige the Contractor to perform part of the assignment against a corresponding part of the stated price.
6. Quotations, (concept) Agreements or offers do not automatically apply to future orders.

**article 4. Contract period; implementation period, implementation and amendment of the Agreement;**

1. The Agreement between Contractor and Client will be concluded for a defined period, unless otherwise agreed in writing or is resulting from the nature of the Agreement.
2. If a fixed period has been agreed or stated for the execution of certain work or for the delivery of certain items, this is never a strict time limit. Only if a period is exceeded, due to gross negligence on the part of the Contractor, can the Client give the Contractor a written notice of default. The Contractor must be offered a reasonable period in which to still execute the Agreement.
3. The Contractor shall execute the Agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship. All this on the basis of the current state of knowledge at that time.
4. The Contractor has the right to have certain work carried out by third parties. The Contractor will only proceed to this after consultation with the Client. The applicability of article 7: 404, 7: 407 paragraph 2 and 7: 409 Dutch Civil Code is explicitly excluded.

5. If the Contractor or third parties engaged by the Contractor carry out activities within the framework of the assignment at the location of the Client or a location designated by the Client, the Client shall provide free of charge the facilities reasonably desired by those employees.
6. The Contractor is entitled to execute the Agreement in different phases if the Contractor, the Client or third parties require this due to unforeseen circumstances or conditions applicable here and to invoice the part already executed separately.
7. The Client shall ensure that all data (including documents, diagrams and software) and hardware, of which the Contractor indicates that they are necessary or of which the Client should reasonably understand that they are necessary for the performance of the Agreement, be timely provided to the Contractor. If the requirements for the execution of the Agreement have not been provided to the Contractor in time, the Contractor shall be entitled to suspend the execution of the Agreement and / or charge the additional costs to the Client, arising from the delay and the waiting time according to the agreed rates. Any fixed execution period does not start earlier than after the Client has made this data and hardware available to the Contractor. The Contractor is not liable for damage of any kind, resulting from incorrect and / or incomplete data, software and hardware provided by the Client.
8. If for proper execution it becomes apparent during the execution of the Agreement that it is necessary to change or supplement the Agreement, the parties shall proceed to the adjustment of the Agreement in time and in mutual consultation. If the nature, scope or content of the Agreement, whether or not at the request or instruction of the Client, of the competent authorities, etc. is changed and the Agreement is thereby changed qualitatively and / or quantitatively, this may have consequences for what was originally agreed. As a result, the originally agreed rates can also be increased or decreased. The Contractor will make a quotation of this as much as possible in advance. By an amendment to the Agreement, the originally stated period of execution can be changed. The Client accepts the possibility of changing the Agreement, including the change in price and period of execution.
9. Without being in default, the Contractor may refuse a request to amend the Agreement if this could have qualitative and / or quantitative consequences, for example for the work to be performed or the goods to be delivered in that context.
10. If the Client is in default in the proper fulfilment of what he is obliged to towards the Contractor, then the Client is liable for all damage directly or indirectly arising on the side of the Contractor.

#### **article 5. Suspension, (mid-term) termination of the Agreement**

1. The Contractor is entitled to suspend the fulfilment of the obligations or to terminate the Agreement, if the Client does not, not fully or not timely, fulfil the obligations arising from the Agreement, after the conclusion of the Agreement the Contractor becomes aware of circumstances giving good ground to fear that the Client will not fulfil the obligations, if the Client at the conclusion of the Agreement is requested to provide security for the fulfilment of its obligations under the Agreement and this security is not provided or is insufficient or if due to the delay on the part of the Client, can no longer be required of the Contractor to fulfil the Agreement against the originally agreed conditions.
2. The Contractor is furthermore entitled to terminate the Agreement if circumstances arise which are of such a nature that fulfilment of the Agreement is impossible or otherwise if circumstances arise that are of such a nature that unaltered continuation of the Agreement cannot reasonably be expected from the Contractor.
3. If the Agreement is terminated, the outstanding debts of the Contractor against the Client are immediately due and payable. If the Contractor suspends the fulfilment of the obligations, it retains its rights under the law and the Agreement.
4. If the Contractor proceeds to suspension or termination, it is in no way obliged to compensate damage and costs arising in any way.
5. If the termination is attributable to the Client, the Contractor is entitled to compensation for the damage, including the costs, arising directly and indirectly as a result.
6. If the Client fails to fulfil his obligations arising from the Agreement, and this non-compliance justifies termination, the Contractor is entitled to terminate the Agreement immediately and with immediate effect without any obligation on his part to pay any compensation or reimbursement of damages, while on the other hand for the Client, due to his misconduct, compensation is mandatory.
7. If the Agreement is prematurely terminated by the Contractor or is coming to an end, the Contractor will arrange for the transfer of work still to be performed to third parties in consultation with the Client. This unless the termination is attributable to the Client. If the transfer of the work entails additional costs for the Contractor, these will be charged to the Client. The Client is obliged to pay these costs within the specified period, unless the Contractor indicates otherwise.
8. In the event of liquidation, (request for) suspension of payment or bankruptcy, or seizure - if and insofar the seizure has not been lifted within three months - at the expense of the Client, of debt rescheduling or any other circumstance as a result of which the Client can no longer freely dispose of its assets, the Contractor is free to terminate the Agreement immediately and with immediate effect or to cancel the order or Agreement, without any obligation on its part to pay any compensation or reimbursement of damages. The outstanding debts of the Contractor against the Client are immediately due and payable in that case.

#### **article 6. Force majeure**

1. Contractor is not obliged to fulfil any obligation towards the Client if he is hindered to do so due to a circumstance that is not due to his fault and which cannot be attributed to him by virtue of law, a legal action or generally accepted practice.

2. Force majeure is understood in these general terms and conditions, in addition to what is understood in this regard by law and case law, all of external causes, foreseen or unforeseen, over which the Contractor cannot exercise influence, but as a result of which the Contractor is unable to fulfil its obligations. Strikes in the company of the Contractor, the Client or third parties included. A trip to, via, or stay in a certain risk area is also a circumstance for the Contractor to invoke force majeure. Risk areas and risk situations are indicated by the Dutch Ministry of Foreign Affairs with "Orange = Only necessary journeys" and "Red = All journeys are advised against". The Contractor also has the right to invoke force majeure if the circumstance that prevents (further) fulfilment of the Agreement occurs after the Contractor should have fulfilled its obligation.

3. The Contractor may suspend the obligations under the Agreement during the period that the force majeure continues. If this period lasts longer than two months, then each of the parties is entitled to terminate the Agreement, without obligation to compensate damage to the other party.

4. Insofar as the Contractor has at the time of the occurrence of force majeure partly fulfilled its obligations under the Agreement or will be able to fulfil it, and the part fulfilled or to be fulfilled will have independent value, the Contractor is entitled to separate the part already fulfilled or to be fulfilled in a separate invoice. The Client is obliged to pay this invoice as if it were a separate Agreement.

#### **article 7. Payment and debt collection costs**

1. Payment must always be made within 30 days after the invoice date, in a manner to be indicated by the Contractor in the currency in which the invoice is made, unless otherwise indicated in writing by the Contractor. If the Agreement is for a period longer than 1 month, the Contractor is entitled to invoice per month.

2. If the Client fails to pay an invoice on time, the Client is legally in default. The Client then owes interest at a rate of 1% per month, unless the statutory interest rate is higher, in which case he will owe the statutory interest. The interest on the amount due will be calculated for a period that starts as soon as the Client is in default and ends when the full amount owed is paid.

3. The Contractor has the right, that the payments made by the Client always be applied first to the reduction of the costs, then to reduce the interest owed, and finally towards payment of the principle sum and current interest. The Contractor may, without being in default as a result, refuse an offer for payment if the Client designates a different order for the allocation of the payment. The Contractor may refuse the settlement in full of the principal sum if the overdue and current interest and costs are not paid at the same time.

4. The Client is never entitled to apply settlement for the amount owed to the Contractor. Objections to the amount of an invoice do not suspend the payment obligation. The Client who is not entitled to appeal to Section 6.5.3 (Articles 231 to 247, Book 6 of the Dutch Civil Code) is also not entitled to suspend payment of an invoice for any other reason.

5. If the Client falls short in (timely) complying with one or more of its obligations, all reasonable costs for obtaining extrajudicial fulfilment shall be for the account of the Client. The default of the Client who is a natural person who does not act in the exercise of a profession or business (private Client), takes effect after he has been reminded to pay within fourteen days of notice and payment is still not fulfilled within this period. The reminder of formal notice also indicates the consequences of the failure to pay. The extrajudicial costs are calculated on the basis of what is customary in Dutch debt collection practice. However, if the Contractor has incurred collection costs that were reasonably necessary and the Client is not a natural person who does not act in the exercise of a profession or business (corporate Client), the actual costs will be eligible for reimbursement. Any incurred judicial and enforcement costs shall likewise be for the account of the Client. The Client also owes interest on the total collection costs owed.

#### **article 8. Liability**

1. If the Contractor is liable, this liability is limited to the conditions written in this article.

2. The Contractor is not liable for damage, of whatever nature, that arises because the Contractor has worked with incorrect and / or incomplete data (including documents, diagrams and software) and hardware that is provided by or on behalf of the Client.

3. If the Contractor should be liable for any damage, the liability of the Contractor is limited to a maximum of the invoice value of the order, and only to that part of the order to which the liability relates. If the Agreement is split-up in parts or partial deliveries, the obligation to pay damages is limited to a maximum of the invoice value of the contract sum of that part or that partial delivery in which the damage arises. If the assignment lasts longer than 2 months, the mentioned liability is limited to an amount equal to the total amount that the Contractor received from the Client in the context of the assignment in the last 2 months, before the damage occurred.

4. In case applicable, the Contractor's liability is in any case always limited to the maximum amount that is actually paid out by his insurer.

5. The Contractor is only liable for any direct damage/losses.

6. Direct damage/loss exclusively means the reasonable costs to determine the cause and the scope of the loss, insofar as the determination relates to loss as referred to in these conditions, any reasonable costs made to have the faulty performance of the Contractor correspond with the contract, insofar as it can be attributed to the Contractor and reasonable costs made to prevent or limit loss, insofar as the Client demonstrates that these costs have led to limitation of direct loss as referred to in these Terms and conditions.

7. The Contractor is never liable for indirect damage/loss, including consequential loss, lost profit, lost savings, fines and loss due to operations closing down.

8. The Contractor is never liable for damage to items that are trusted to, given under supervision to the Contractor, by the Client. This particular supervisor damages are understood to include damages caused during or as result of the performance of the work, to objects on which work is being carried out. If desired, the Client can take out insurance to cover this kind of damage;

9. Contrary to legal period of prescription, the period for all claims and defences towards the Contractor and/or third parties involved by the Contractor, is one year.

10. The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence on the part of the Contractor or its managerial subordinates.

#### **article 9. Indemnity**

1. The Client indemnifies the Contractor against any claims from third parties who suffer damage in connection with the execution of the Agreement and the cause of which is attributable to parties other than the Contractor. If the Contractor is held liable by third parties for this reason, the Client is obliged to assist the Contractor both in and out of court and to immediately do everything that may be expected of him in that case. If the Client fails to take adequate measures, the Contractor is entitled, without notice of default, to do so itself. All costs and damage on the part of the Contractor and third parties that are incurred as a result of this are fully for the account and risk of the Client.

#### **article 10. Intellectual ownership**

1. The Contractor retains the rights and authorities that it has under the Copyright Act (Auteurswet) and other intellectual property law and regulations. The Supplier also retains the right to use knowledge acquired during the execution of the Agreement for other purposes, to the extent that no confidential information is brought to the knowledge of third parties.

#### **article 11. Applicable law and disputes**

1. To all legal relationships to which the Contractor is a party, exclusively to the law of the Netherlands applies, also if an Agreement is partially or in whole carried out outside the Netherlands or if the party that is involved with the legal relationship has its residence outside the Netherlands.

2. Only the judge in the place of business of the Contractor has exclusive jurisdiction to hear disputes, unless the law prescribes otherwise. Nevertheless is the Contractor entitled to present the dispute to a legally competent judge

3. Parties will only appeal to the courts after they have made every effort to settle a dispute by mutual Agreement.

4.1. The Client shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied by the Contractor under or in connection with this Agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014.

4.2. The Client shall undertake its best efforts to ensure that the purpose of paragraph (4.1) is not frustrated by any third parties further down the commercial chain, including by possible resellers.

4.3. The Client shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph (4.1).

4.4. Any violation of paragraphs (4.1), (4.2) or (4.3) shall constitute a material breach of an essential element of the Agreement with the Client, and the Contractor shall be entitled to seek appropriate remedies, including, but not limited to: (i) termination of the Agreement with the Client; and (ii) a penalty of 50% of the total value of this Agreement or price of the goods exported, whichever is higher.

4.5. The Client shall immediately inform the Contractor about any problems in applying paragraphs (4.1), (4.2) or (4.3), including any relevant activities by third parties that could frustrate the purpose of paragraph (4.1). The Client shall make available to the Contractor information concerning compliance with the obligations under paragraph (4.1), (4.2) and (4.3) within two weeks of the simple request of such information."

5. The Contractor hereby declares that, except where otherwise clearly indicated, any products produced by the Contractor are of EU preferential origin

#### **article 12. Changes and publication**

1. These terms and conditions are published on [www.in-fase.com](http://www.in-fase.com), and are supplied with every quotation or (concept) Agreement.

2. The last published version or the version at the time of the establishment of the legal relationship with the Contractor is applicable.