General Terms and Conditions

Article 1. General

1. These terms and conditions apply to every offer, quotation and agreement between On Site Alignment B.V hereinafter referred to as: "Supplier" and a customer to which Supplier has declared these terms and conditions applicable, insofar as these terms and conditions have not been expressly deviated from by the parties in writing.
2. The present conditions also apply to agreements with the supplier, the execution of which requires the involvement of third parties by the supplier.
3. These general conditions are also written for the employees of the supplier and its management.
4. The applicability of any purchase or other terms and conditions of theclient is expressly rejected.
5. If one or more provisions in these general terms and conditions should at any time be void or annulled in whole or in part, the other provisions of these general terms and conditions shall remain fully applicable. The supplier and the client shall then consult in order toagree on new provisions to replace the void or nullified provisions, taking into account as much as possible the purpose and meaning of theoriginal provisions.
6. If ambiguity exists regarding the interpretation of one or more provisions of these general terms and conditions then the interpretation must take place "in the spirit" of these provisions.
7. If a situation arises between the parties not governed by these general terms and conditions, this situation should be judged according to the spirit of these general terms and conditions.
8. If the supplier does not always require strict compliance with these termsand conditions, this does not mean that the provisions thereof do not apply, or that the supplier would to any extent lose the right to requirestrict compliance with the provisions of these terms and conditions inother cases.

Article 2 Quotations and offers

1. Unless a quotation stipulates a period for acceptance, all quotations and offers made by the supplier are not binding. If the product related to the quotation or offer is no longer available during the time before acceptance, the quotation or offer does not confer any rights to the customer. Therefore, it is important for the customer to act promptly upon receipt of the quotation or offer to secure availability.
2. The Supplier cannot be held to its quotations or offers if the customer can reasonably understand that the quotations or offers, or any part thereof, contain an obvious mistake or slip of the pen.
3. The prices stated in any quotation or offer are exclusive of VAT and other government levies, any costs to be incurred in connection with the agreement, including travel and accommodation, shipping and handling costs unless otherwise indicated.
4. If the acceptance of the offer, even on minor points, differs from the quotation, the supplier shall not be bound by it, and the agreement will not be concluded in accordance with the deviating acceptance unless the supplier explicitly agrees to the changes.
5. A composite quotation provides an estimated cost for the specified products or services and does not necessarily commit the supplier to execute the order at the quoted price. It is important to note that any offers or quotations provided by the supplier apply only to the specific order and do not automatically extend to future orders.

Article3. Contract Duration

Execution periods, the passage of risk, performance and modification of contract;price increase

1. The agreement between the supplier and the customer is entered into for an indefinite period, unless the nature of the agreement dictates otherwise or if the parties expressly agree otherwise in writing.
2. If a deadline has been agreed upon or given for performing specific activities or delivering certain goods, this shall

never be a strict deadline. If a term is exceeded, the customer must give thesupplier written notice of default. The supplier must be offered a reasonable period to perform the agreement.

3. The Supplier is committed to providing the best services possible and meeting the highest standards of workmanship. The Supplier will use its knowledge and expertise to deliver the project in accordance with the latest scientific advancements and industry best practices. The Supplier will continuously evaluate and improve its processes and techniques to ensure the successful completion of the project.
4. Supplier is entitled to have certain work performed by third parties. The applicability of Sections 7:404, 7:407 (2) and 7:409 of the DutchCivil Code is expressly excluded.
5. If work is performed by the supplier or third parties engaged by the supplier in the context of the order at the customer's location or alocation designated by the customer, the customer shall provide thefacilities reasonably required by those employees free of charge.
6. Delivery shall be ex Supplier's premises. The customer is obligedto accept the goods at the time they are made available to him. If the customer refuses to take delivery or fails to provide information or instructions necessary for delivery, the Supplier shall be entitled to store the goods at the customer's expense and risk. The risk of loss, damage or depreciation shall pass to the customer at the timewhen goods are made available to the customer.
7. Supplier is entitled to execute the agreement in several phases andinvoice the part thus executed separately.
8. If the agreement is performed in stages, the Supplier may suspend the performance of those parts belonging to a subsequent stage untilthe customer has approved the results of the preceding stage in writing.
9. To ensure the smooth execution of the agreement, the customer is responsible for providing all the necessary data that the Supplier requires. Any information that the customer should reasonably understand to be necessary also needs to be provided to the supplier in a timely manner. Failure to provide the necessary data on time will allow the supplier to suspend the agreement and charge the customer for any additional costs incurred due to the delay. Please note that the execution timeline will not start until the customer has furnished the data to the Supplier. Finally, it is important to acknowledge that the Supplier cannot be held responsible for any losses resulting from incorrect or incomplete data provided by the customer.
10. If any modifications or additional provisions are required for the proper execution of the agreement, both parties shall consult each other to duly adopt the agreement. Any alteration in the agreement's nature, scope, or content, whether at the behest of the Client, competent authorities, or any other entity, that causes qualitative and/or quantitative changes to the agreement, may affect the previously agreed upon terms. This could cause a revision to the original price quotation, either increasing or decreasing the overall cost. The Supplier will make every effort to notify the customer beforehand about any such changes. Furthermore, any modifications to the agreement may impact the previously established timeframe for execution. The Client acknowledges that changes to the agreement, including the price and period of execution, are a possibility and accepts them.
11. If the agreement is amended, including an addition, the supplier is entitled to perform the agreement only after the person authorized within the supplier has given his approval and the customer has agreed to the price and other conditions stated for theperformance, including the time to be determined for the performance. Failure to execute or not immediately execute the amended agreement shall not constitute a default on the part of the supplier and shall not be a ground for the customer to terminate or cancel the agreement.
12. Without being in default, the Supplier can refuse a requestto change the agreement if this could have consequences in qualitative and/or quantitative terms, for example for the work to be performed or goods to be delivered in that context.
13. If the customer should default in the proper fulfillment of what he is obliged to do towards the Supplier, the customer shall beliable for all losses on the part of the Supplier caused directly or indirectly as a result.

14. If the supplier agrees with the customer on a fixed fee or fixed price, the Supplier shall nevertheless be entitled at all times to increase this fee or price without the customer in that case being entitled to dissolve the agreement for that reason, if the increase in the price results from power or obligation under the law or regulationsor is caused by an increase in the price of raw materials, wages etcetera or on other grounds that were not reasonably foreseeable at the time the agreement was concluded.
15. If the price increase other than as a result of a change in the agreement exceeds 10% and takes place within three months ofthe conclusion of the agreement, then only the customer who is entitled to invoke Title 5, Section 3 of Book 6 of the Dutch Civil Codeis entitled to dissolve the agreement by written declaration unless the Supplier

- then still willing to perform the agreement based on what was initially agreed upon;
- if the price increase results from a power or obligation of the supplier under the law;
- if it is stipulated that delivery will take place more than three monthsafter the conclusion of the agreement;
- or, upon delivery of an item, if it is stipulated that delivery will takeplace more than three months after the purchase.

Article 4 Suspension, dissolution and early termination of the agreement

1. In the event that the customer fails to fulfill their obligations under the agreement or fails to do so in a timely and complete manner, the supplier has the authority to suspend the fulfillment of obligations or dissolve the agreement. This applies even if the supplier learns of circumstances after the agreement has been concluded that give good reason to believe that the customer will not fulfill their obligations. Furthermore, if the customer was asked to provide security to ensure the fulfillment of their obligations under the agreement and fails to provide sufficient security, or if there is a significant delay on the part of the customer, the supplier may suspend or dissolve the agreement. However, in the event that the supplier is required to fulfill the agreement on the terms initially agreed upon, they will do so in good faith and in accordance with all applicable laws and regulations.

2. If the agreement is dissolved, the Supplier's claims against the customer shall be immediately due and payable. If the supplier suspends the performance of the obligations, it shall retain its claims under the law and the agreement.
3. If the Supplier proceeds with suspension or dissolution, it shall in noway be liable for compensation for damages and costs incurred in any way as a result.
4. If the dissolution is attributable to the customer, the Supplier shallbe entitled to compensation for damages, including costs, incurred directly and indirectly.
5. In the event that the customer fails to fulfill their obligations as outlined in the agreement, and this failure justifies the dissolution of the agreement, the Supplier reserves the right to immediately dissolve the agreement without any obligation to provide compensation or indemnification. The customer shall be held responsible for any resulting damages or losses due to their default
6. If the Supplier terminates the agreement prematurely, the Supplier shall, in consultation with the customer, arrange for thetransfer of work still to be performed to third parties. This is unless thetermination is attributable to the customer. If the transfer of the workinvolves extra costs for the Supplier, these will be charged to the customer. The customer shall be obliged to pay these costs within the stated term unless the Supplier indicates otherwise.
7. If the customer becomes subject to liquidation, an application for suspension of payments or bankruptcy, attachment that has not been lifted within three months, debt restructuring, or any other circumstance that results in the customer's inability to freely dispose of their assets, the Supplier reserves the right to immediately terminate the agreement or cancel the order, without any obligation to provide compensation or indemnification. In such cases, the Supplier's claims against the customer shall become immediately due

and payable. The customer shall bear all costs associated with any attachment.

8. If the Client cancels all or part of an order that has been placed, thework that has been performed and the items ordered or preparedfor it, plus any supply and delivery costs thereof and the labor time reserved for the performance of the agreement, will be charged in full tothe Client.

article 5 Force majeure

1. Supplier is not obliged to fulfill any obligation to the customer if it is hindered from doing so as a result of a circumstance that is not dueto fault and is not for its account by virtue of the law, a legal act, orgenerally accepted practice.
2. In these general terms and conditions, force majeure refers to any external cause, whether foreseen or unforeseen, which prevents the Supplier from fulfilling its obligations and over which the Supplier has no control. This includes strikes at the Supplier's company or by third parties. Force majeure shall be defined in accordance with the law and jurisprudence. The customer may rely on force majeure as a reason for the non-performance of their obligations. The Supplier shall also be entitled to invoke force majeure if the circumstance preventing (further) performance of the agreement occurs after the Supplier should have performed its obligation.
3. Supplier may suspend the obligations under the agreement during the period that the force majeure continues. If this period lasts longer than two months, either party shall be entitled to dissolve the agreement, without any obligation to compensate the other party fordamages.
4. Insofar as the Supplier has already partially fulfilled his obligations under the agreement at the time of the commencement of the force majeure or will be able to fulfill them and insofar as the independent valuecan be attributed to the part already fulfilled or to the part to be fulfilledrespectively, the Supplier is entitled to invoice the part already fulfilled or to be fulfilled respectively separately. The customer shall be obliged to pay this invoice as if it were a separate agreement.

article 6 Payment and collection costs

1. Payment shall always be made within 30 days of the invoice date, ina manner to be indicated by the Supplier in the currency invoiced, unless otherwise indicated in writing by the Supplier. The Supplier isentitled to invoice periodically.
2. If the Client fails to pay an invoice on time, the Client shall be in default by operation of law. The Client shall then owe interest of 5% per month unless the statutory interest rate is higher, in which casethe statutory interest rate shall be payable. The interest on the amount due and payable will be calculated from the moment the Client is in default until the moment of payment of the total amount due.
3. Supplier shall be entitled to have the payments made by the customer go first of all to reduce the costs, then to reduce the interest falling due and finally to reduce the principal sum and the current interest. Supplier may, without being in default,refuse an offer of payment if the Customer designates a different order for the allocation of payment. The SupplierPrivate full repayment principal sum if this does not include the interest still due and accrued and collection costs.
4. The Customer shall never be entitled to set off any amount owed byhim to the Supplier. Objections to the amount of an invoice do not suspend the payment obligation. Nor is the Customer who is not entitled to invoke Section 6.5.3 (Articles 231 to 247 of Book 6 of the Dutch Civil Code) to suspend the payment of an invoice for any other reason.
5. If the Client fails to fulfill their obligations in a timely manner, they shall be responsible for all reasonable out-of-court costs incurred in obtaining satisfaction. Default for private clients occurs if payment is not made within 14 days after a reminder, and the consequences of non-payment shall be clearly outlined. The

extrajudicial costs will be in line with Dutch collection practices. If the Supplier incurs higher costs due to unreasonable circumstances, only actual costs will be reimbursed by business customers. The Client shall also be responsible for paying judicial and execution costs and any interest on the collection costs.

article 7 Retention of title

1. Anything delivered by supplier under the agreement remains the property of the supplier until the customer has properly fulfilled all obligations under the agreement(s) concluded with supplier.
2. Anything delivered by the supplier subject to retention of title pursuant to paragraph 1 may not be resold and may never be used as a means of payment. The customer is not authorized to pledgeor encumber in any other way anything subject to retention of title.
3. The customer shall take all reasonable measures to protect the Supplier's property rights. In the event that third parties attempt to seize or lay claim to the goods delivered under retention of title, the Customer must inform the Supplier immediately. Furthermore, the Customer must obtain and maintain insurance coverage for the goods to protect against fire, explosion, water damage, and theft, and provide the policy for inspection upon request by the Supplier. Any payment received from the insurance shall be transferred to the Supplier. If necessary, the Customer shall cooperate with the Supplier in all matters related to this obligation.
4. The Supplier retains the exclusive rights over its property as stated in this agreement. Accordingly, should the supplier need to reclaim its property, the customer provides unconditional and irrevocable authorization in advance. The supplier or its appointed representatives may access and retrieve any location where the property is located.

Article 8 Warranties, investigations and complaints, the limitation period

1. The goods to be delivered by the supplier meet the usual requirements and standards that can reasonably be set for them at thetime of delivery and for which they are intended in the event of normal use in the Netherlands. The guarantee mentioned in this article applies to goods intended for use within the Netherlands. If they are to be used outside the Netherlands, the customer must verify whether they are suitable for use there and meet the conditions set for them. The Supplier may in that case set other guarantees and other conditions with respect to the goods to be delivered or work to be performed.
2. The guarantee referred to in paragraph 1 of this article applies for a period of 1 year after delivery, unless the nature of the delivered goodsdictates otherwise or the parties have agreed otherwise. If the guarantee provided by Supplier concerns a good produced by athird party, the guarantee is limited to that provided by the producer ofthe good, unless otherwise stated.
3. The guarantee shall become void if a defect arises due to injudicious or improper use, use after the best-before date, incorrect storage or maintenance by the customer or third parties, or if changes or attempted changes have been made to the item without the supplier's written consent, or if other items were attached to it, or if the item has been processed or treated in a way other than prescribed. Furthermore, the Customer shall not be entitled to any guarantee if the defect arises due to circumstances beyond the Supplier's control, such as extreme weather conditions including, but not limited to, heavy rainfall or temperatures.
4. The Principal is obligated to examine the delivered goods, or have them examined, immediately upon receipt or completion of the work in question. During this examination, the Customer must ensure that the quality and/or quantity of the goods delivered corresponds to what has been agreed upon and meets the requirements established by the parties. Any visible defects must be reported to the Supplier in writing within seven days of delivery. Non-visible defects must be reported to the Supplier in writing immediately, but no later than fourteen days after discovery. The notification must provide a detailed description of the defect to enable the Supplier to respond adequately. The Customer must provide the Supplier with the opportunity to investigate any complaint.
5. If the customer complains in time, this shall not suspend his payment obligation. The Customer shall in that

case also remainobliged to accept and pay for the other goods ordered and what he hasordered the Supplier to do.

6. If a defect is reported later, the Client is no longer entitled to repair, replacement or compensation.
7. If it has been established that a good is defective and a claim in thisrespect has been lodged in time, the Supplier shall, at the Supplier'sdiscretion, replace the defective good within a reasonable term afterreceiving it back, or, if returning the good is not reasonably possible,written notification regarding the defect from the Customer, or see toits repair or pay the Customer a substitute payment for it. In the event of replacement, the Customer shall be obliged to return the replaced item to the Supplier and transfer ownership to the Supplier, unless the Supplier indicates otherwise.
8. If it is established that a complaint is unfounded, then the costs incurred as a result, including the research costs, incurred on the supplier's part, will be borne in full by the customer.
9. After the expiration of the warranty period, all costs for repair or replacement, including administration, shipping and call-out charges, will be charged to the Client.
10. The limitation period for all claims and defenses against the supplier and any third parties involved by the supplier in the performance of an agreement is one year, notwithstanding the statutory limitation periods.

article 9 Liability

1. If the supplier should be liable, this liability is limited to what is regulatedin this provision.
2. The Supplier shall not be liable for any damages arising from the Supplier's reliance on incorrect and/or incomplete data provided by or on behalf of the Customer. In the event that the Supplier is found liable for any damages, the Supplier's liability shall be limited to a maximum of the invoice value of the relevant order, or at least to the portion of the order to which the liability pertains.
3. The Supplier's liability shall in any event always be limited to the amount paid by its insurer in the case in question.
4. Supplier shall only be liable for direct damages.
5. Direct damage is exclusively understood to mean the reasonable costs incurred to establish the cause and the scope of the damage, insofaras the establishment relates to damage in the sense of these termsand conditions, any reasonable costs incurred to have the Supplier'sfaulty performance conform to the agreement, insofar as they can beattributed to the Supplier, and reasonable costs incurred to prevent or limit damage, insofar as the Customer demonstrates that these costs have led to a limitation of direct damage as referred to in these general terms and conditions. The Supplier shall never beliable for indirect damage, including consequential damage, loss of profit, missed savings and damage due to business interruption.
6. The limitations of liability contained in this article do not apply if the damage is due to intent or gross negligence on the part of the Supplier orits managerial subordinates.

article 10 –

1. The Customer shall indemnify and hold harmless the Supplier against any and all claims, damages, liabilities, and expenses, including legal fees, arising from any third-party claims related to the performance of the agreement, including any claims attributable to the Customer or any other party other than the Supplier. In the event that the Supplier is held liable by third parties for any such claims, the Customer shall provide the Supplier with prompt and effective assistance, both in and out of court, and shall take all necessary measures to mitigate any damages. If the Customer fails to take adequate measures, the Supplier shall have the right to take such measures itself, without notice of default. Any costs, damages, or losses incurred by the Supplier or any third parties as a result of such claims shall be borne entirely by the Customer.

Article 11 Intellectual property

1. Supplier reserves the rights and powers to which it is entitled under the Copyright Act and other intellectual laws and regulations. The Supplier has the right to use the knowledge gained from the execution of an agreement for other purposes as well, to the extent that nostrictly confidential information of the customer is brought to the knowledge of third parties.

Article 12 Applicable law and disputes

1. All legal relationships to which the Supplier is a party shall be governed exclusively by Dutch law, even if an obligation is wholly orpartly performed abroad or if the party involved in the legal relationship is domiciled there. The applicability of the Vienna SalesConvention is excluded.
2. The court in the Supplier's place of business is exclusively competent to take cognizance of disputes unless the law imperatively prescribes otherwise. Nevertheless, the Supplier has the right to submit the dispute to the court with jurisdiction accordingto the law.
3. The parties will only resort to the courts after making every effort to settle a dispute by mutual agreement