

## GENERAL TERMS AND CONDITIONS

Van **CAPTURETECH CORPORATION B.V.** , registered with the Chamber of Commerce in Amsterdam under number 28083956, and

of **CAPTURETECH PRODUCTS B.V.** , registered at the Chamber of Commerce in Amsterdam under number 28084840

hereinafter collectively referred to as 'CT'. These general terms and conditions have been filed with the Chamber of Commerce in Amsterdam and are also published on [www.capturetech.com](http://www.capturetech.com).

### **ARTICLE 1 APPLICABILITY AND DEFINITIONS**

- 1.1 The following conditions apply to all offers and quotations made by CT, contracts concluded with CT and orders given to CT.
- 1.2 In these terms and conditions "customer" means: any (legal) person who has entered into or intends to enter into an agreement with CT and, except for these, his representative(s), agent(s) and assignee(s).
- 1.3 The term "delivery" is understood to mean: the offering (or having offered to be offered) by CT to the buyer of the goods that are the subject of the agreement. Under 'delivery' is understood: the by CT to customer, after certain services performed, to make (or have made available) goods (whether or not previously delivered). If no more services need to be performed after delivery, delivery and delivery coincide.
- 1.4 Supplements and/or deviations from these terms and conditions only apply if they have been agreed upon in writing by CT with the customer.
- 1.5 If the customer has been informed once by CT of the existence of these conditions, any subsequent agreements entered into between CT and the

customer will be deemed to have been entered into under these conditions.

- 1.6 If CT has made a deviation from these terms and conditions in any agreement with the customer, the customer can never invoke this in later agreements. Deviations from these terms and conditions must always be explicitly agreed upon.
- 1.7 The applicability of any general terms and conditions used by the buyer is expressly excluded.

### **ARTICLE 2 OFFERS, CONTRACTS AND AGREEMENTS**

- 2.1 All offers and quotations made by CT, whether in the form of price lists, printed matter, brochures or otherwise - including verbal offers/quotations and other statements by representatives or employees of CT - are always without obligation. CT can revoke the offers at any time and/or terminate the negotiations at any time without the customer being able to claim any (damage) compensation, regardless of what that damage would consist of.
- 2.2 A contract between CT and customer will only be established if and after a contract has been confirmed in writing by the management of CT or by the management of CT in writing.

### **ARTICLE 3 COMMUNICATIONS**

- 3.1 Unless otherwise stipulated, all communications from the customer regarding the (execution of the) agreement must be made in writing to CT.
- 3.2 Claims for compliance and notices of default must be made by the customer by registered letter and must clearly indicate what is required and within what reasonable period of time.
- 3.3 The provisions of the second paragraph shall also apply to the setting of

any other term and the invocation of dissolution of the agreement. An appeal for dissolution must clearly state the reasons for this.

## ARTICLE 4 PRICES

- 4.1 All prices are in euros (€) and are exclusive of turnover tax, other taxes and levies.
- 4.2 Unless expressly agreed otherwise, the price does not include any:
- Start-up costs, including drawing and cliché costs;
  - packing, shipping and handling costs;
  - costs of insurances, import and export duties, etc;
  - costs for overtime, transport and accommodation of CT staff or auxiliaries.

These and other such costs shall be borne by the customer and shall be charged to him separately.

- 4.3 For order prices lower than € 5.000 (excluding VAT) CT will charge € 25 (excluding VAT) administration and transport costs.
- 4.4 CT is authorized to involve third parties for the execution of the agreement and to charge the price to the customer.
- 4.5 CT's prices are based on the price determining factors known at the time the offer was made. If these cost prices have risen since the offer was made due to an increase in prices of, for example, raw materials, auxiliary materials, parts, transport costs, wages, insurance premiums, fiscal charges, import duties, exchange rates, etc., compared to the prices used by CT in the calculation of the offer, CT is entitled to increase the price accordingly, even if these cost-increasing factors were foreseeable at the time of the conclusion of the contract.

4.6 However, if the price increase in accordance with the previous paragraph amounts to more than thirty-five percent (35%), the Purchaser shall be entitled to cancel the order insofar as it concerns goods not yet delivered to the Purchaser or services not yet rendered within three working days of the time at which the Purchaser becomes aware of this.

4.7 If CT and customer have not agreed on a price for any delivery or service to be performed by CT - including third parties to be engaged by CT - CT is entitled to charge the customer the usual price.

## ARTICLE 5 (TIME OF) PERFORMANCE

5.1 Specified and/or agreed ((on) delivery) dates for the performance to be performed by CT are target dates and can never be considered as a deadline, unless explicitly agreed otherwise in writing. In case of late performance, CT must therefore be given notice of default in writing, taking into account a reasonable period of time.

5.2 If CT has not delivered or executed the performance(s) to be performed within a reasonable period of time agreed in writing with the customer after the above-mentioned exceeding, the customer is entitled to dissolve the contract by means of a written statement, provided that the shortcoming justifies the dissolution.

5.3 In case the customer has not provided CT in time with the information necessary for the execution of the agreement and/or has not fulfilled any payment obligation towards CT in time, the delivery dates for the performance(s) to be performed will in any case be extended by the same period of time.

5.4 CT performs the services to be provided by it as it sees fit.

- 5.5 CT has fulfilled its obligation to (dis)deliver goods as soon as CT has offered the goods to the customer and regardless of whether the customer takes delivery of the goods.
- 5.6 With regard to services to be provided by CT, the customer is obliged to enable CT to provide these without restrictions. The customer guarantees that CT has unhindered access to the locations where activities have to be performed and that these locations are safe, have sufficient facilities for the activities to be performed and otherwise comply with all applicable rules and requirements.

## ARTICLE 6 RETENTION OF TITLE; RISK AND TRANSFER; TRANSFERABILITY

- 6.1 Until the moment the customer has fulfilled all his payment and other obligations towards CT under the underlying agreement or other similar agreements with CT, all delivered goods, including software and (warranty) claims against third parties, remain the property of CT.
- 6.2 CT will not lose its (reserved) property if and/or because the customer treats or processes received goods. The customer will in that case automatically keep the goods for CT. The customer has no right of retention on the goods delivered by CT.
- 6.3 The customer is not entitled to encumber or transfer the goods delivered under retention of title, or to hand them over to third parties for use, until he has fulfilled all his payment and other obligations towards CT.
- 6.4 If the customer does not meet his obligations, does not meet them on time or does not meet them properly, or if there is a well-founded fear that he will not meet his obligations, CT is entitled, without further notice of

default or judicial intervention being required, to remove the goods delivered under retention of title from the customer or from third parties holding the goods for the customer, or have them removed, at the expense and risk of the customer. To this end, the customer grants CT irrevocable authorisation to access the space(s) in which the delivered goods are located. In case the customer does not cooperate in taking back the goods, the customer will forfeit to CT an immediately due and payable fine of ten percent (10%) of all the amount he owes to CT excluding VAT, with a minimum of € 250 without prejudice to his other obligations.

- 6.5 If third parties assert rights on the goods delivered by CT, the customer is obliged to immediately report this in writing to CT, under penalty of an immediately payable fine, to be forfeited on behalf of CT, in the amount of fifteen percent (15%) of the amount he owes CT excluding VAT per day, with a minimum of € 250.
- 6.6 All risk of the purchased goods shall pass to the buyer from the moment that those products are considered as delivered as referred to in article 5.
- 6.7 The risk for goods and software of the client with which or in connection with which CT performs work, is for the client, even if those goods and/or software are located at CT.

## ARTICLE 7 COMPLIANCE

- 7.1 CT has to deliver a performance in accordance with the agreement and guarantees for a reasonable period of time, to be agreed upon, taking into account the nature of the agreement.
- 7.2 CT only guarantees that the delivered performances are suitable for the use that the customer advocates, if the

customer has explicitly informed CT of his intentions in writing before entering into the agreement and has not subsequently made any change(s) to these. However, CT is not liable for the consequences of the customer's choice of color, shape, format, material, working method, etc. of the delivered goods and services.

7.3 CT vouches for the soundness of the services provided by her or by third parties engaged by her during a guarantee period to be agreed upon after termination of the actual activities.

7.4 Warranty activities are carried out free of charge, although costs as referred to in Article 4.2 that are related to warranty activities are always at the expense of the buyer. Activities under this warranty take place exclusively in the Benelux.

7.5 The customer may, in the event of improper performance, require replacement of the performance delivered, if deviation of this performance from the agreed performance justifies such replacement. In any event, improper performance does not include: the deviations in functionality, colour, shape, size, weight, capacity and other specifications usually accepted in the sector and a deviation or deviating quantity of no more than approximately ten percent (10%).

7.6 If the customer can make the aforementioned claim, CT can either repair the defect or credit the customer for the invoice value of the performance in question, at CT's discretion.

7.7 Any right to warranty expires:  
a. if the shortcoming is wholly or partly attributable to the customer;

- b. if CT's instructions have not been followed;
- c. if delivered goods have been used injudiciously and/or have been used for a purpose other than that agreed with CT or customary;
- d. if third parties have made adjustments and/or repairs to the delivered goods without CT's written permission;
- e. if the customer has not taken care of the performance as a diligent debtor;
- f. if customer is in default with regard to any existing due and payable obligation towards CT;
- g. after expiry of the agreed warranty period;
- h. for performance related to software: unless agreed otherwise in writing, in any case after three months after performance by CT;
- i. for other performances: in any case after a period of 12 months after delivery of the performance by CT.

## ARTICLE 8 LIABILITY / INDEMNITY

8.1 The total liability of CT towards the customer in respect of any failure to perform or to perform on time and/or properly or on any other basis including tort is at all times limited to either compliance with CT's warranty obligations, or the invoice value of the relevant delivery, or the amount paid out by CT's business liability insurer, as the case may be, all this at CT's discretion. A series of related damage-causing events shall be considered as one damage-causing event.

8.2 If the agreement is mainly a continuing performance contract with a term of more than one year, the price stipulated for the agreement will be set at the total of the fees (excluding VAT) stipulated for one year. However, under no circumstances will CT's total

- liability for direct damages exceed € 500,000.
- 8.3 CT is never obliged to compensate indirect or consequential damages, including damages resulting from business interruption, loss of income, etc., and by whatever cause, including delays in the delivery time of products.
- 8.4 CT is not liable for damage as a result of intent and/or gross negligence on the part of non-managerial subordinates or assistants.
- 8.5 CT can object to the customer all liability limiting, exclusive or determining conditions, which third parties engaged by it can object to CT.
- 8.6 No guarantee applies to glass, porcelain and slightly fragile items.
- 8.7 The customer indemnifies CT, in so far as the law permits, with regard to liability towards third parties, which has arisen from and/or is related to the execution of the agreement, regardless of whether the damage has been caused or inflicted by CT or its subordinates, auxiliary persons, auxiliary matters or (dis)supplied goods.
- 8.8 Likewise, the client indemnifies CT against liability towards third parties in connection with a defect in the goods and/or services supplied by CT.
- 8.9 If the damage is partly the result of a circumstance attributable to the customer, the customer is always obliged to bear at least a proportional part of this damage.
- 8.10 The customer is always obliged to make every effort to limit the damage.
- 8.11 All subordinates and assistants of CT may invoke the above provisions against the client and, if necessary, against third parties on an equal footing with CT.

## ARTICLE 9 INVESTIGATION / COMPLAINTS / FORFEITURE OF RIGHTS

- 9.1 The customer is always obliged to examine within a reasonable period of time, but at the latest within five working days after delivery respectively delivery, whether the performance performed by CT is in accordance with the agreement.
- 9.2 The customer must, under penalty of automatic expiry of his rights, immediately after the discovery of a defect, but at the latest within five working days after delivery of a good and/or service by CT or receipt of an invoice from CT, invoke in writing a defect in the performance performed or sent by CT.
- 9.3 After expiry of the aforementioned periods, the Purchaser shall be deemed to have approved the performance performed or the invoice, respectively.
- 9.4 The customer must assert his rights under the agreement within one year after they have arisen by commencing legal proceedings, failing which his rights will automatically lapse.
- 9.5 The above is without prejudice to other provisions of these general terms and conditions on the basis of which one or more rights of the buyer have previously lapsed.
- 9.6 Customer will not return delivered goods without prior written consent of CT. Granting the aforementioned permission does not imply acknowledgement that the complaint is justified. After the approval has been obtained, the goods must be returned to CT in undamaged condition in the original packaging at the expense and risk of the customer.

## ARTICLE 10 COPYRIGHTS

- 10.1 All industrial and intellectual property rights related to the goods and other materials and works provided by CT to the customer shall remain vested in CT.
- 10.2 The customer is prohibited to copy, change or reproduce the products (including software) delivered by CT or to make them available to third parties or to share them with third parties, without explicit written permission of CT. In case of violation of this, the customer will forfeit to CT an immediately payable fine of € 15.000 per violation, without prejudice to CT's right to dissolve all current contracts and to claim damages/loss of profit.

## ARTICLE 11 PAYMENT / SECURITY / COSTS

- 11.1 CT will invoice the customer in parts. Unless otherwise agreed, a part of thirty percent (30%) will be invoiced at order, a part of sixty (60%) at delivery and the remainder upon delivery. If CT purchases goods or services from (a) third party(ies) in execution of the agreement, CT will invoice a part of thirty percent (30%) upon order, a part of sixty (60%) or at least what the relevant third party(ies) have charged CT, immediately after receipt by CT of the invoice of the relevant third party(ies), and the remainder upon delivery.
- 11.2 Unless otherwise agreed in writing, the customer must have paid CT's invoices sent to him within fourteen days of the invoice date, failing which:
- the customer will be in default without further notice of default and will owe interest of one and a half percent (1.5%) per month or part of a month on the outstanding balance, and
  - CT has the right to terminate the agreement with customer or to

suspend further fulfilment of the agreement and/or any other agreement with customer in case customer is in default or in CT's reasonable opinion is likely to be in default of payment under the agreement, and under the same conditions to require reasonable security for the payment or advance payment of future goods and/or services and of all goods and/or services of which the order has been confirmed but which have not yet been delivered, without prejudice to CT's other remedies.

- 11.3 The customer is obliged to pay all extrajudicial costs incurred by CT in connection with the fact that the customer has failed to fulfil his obligations in a timely and proper manner. The extrajudicial collection costs are at least equal to the collection rate of the Netherlands Bar Association, established in The Hague, with a minimum of € 100.
- 11.4 If a judge, binding advisor or arbitrator pronounces a cost order that is lower than the actual collection costs incurred, CT is entitled to claim the difference from the client.
- 11.5 Payments made by the customer first reduce costs, then interest and finally the oldest outstanding invoice.
- 11.6 The customer is not entitled to suspend his obligations towards CT or to set off his obligations against an obligation of CT, unless a current account relationship has been explicitly agreed upon between parties.

## ARTICLE 12 DISCLAIMER CAPCLEANER

CT uses UVC technologies with CapCleaner to help with decontamination. There are many sources and causes of contamination and these are complex and multifactorial. The effectiveness and optimal performance of CapCleaner



depends on a number of operator, operational and environmental conditions over which CT has no control. Therefore, CT cannot guarantee complete decontamination or total eradication of pathogens from an environment, object or facility. CT does not guarantee disease prevention or similar claims. To the extent permitted by law, the CT expressly disclaims all warranties, implied or statutory. By purchasing and / or using CapCleaner equipment, the customer fully accepts this disclaimer.

CT is not liable if the purchaser suffers damage as a result of the use of the CapCleaner contrary to the instructions for use provided with it, or otherwise makes a mistake or acts carelessly during use.

In connection with the CapCleaner to be delivered, the customer shall strictly adhere to national or international government-imposed export, import and use restrictions. The customer will indemnify CT with regard to damage caused to CT by any violation of these restrictions by the customer or as a result of the customer.

## ARTICLE 13 FORCE MAJEURE

13.1 Force majeure is in any case also understood to mean: circumstances relating to persons and/or material which CT uses or intends to use in the execution of the agreement, which are of such a nature that the (timely) execution of the agreement becomes impossible or so difficult and/or disproportionately expensive for CT that compliance with the agreement cannot reasonably be required from CT, such as: abnormally high absenteeism due to illness, strikes, sit-down strikes, fire, technical malfunctions, traffic restrictions or transport problems, lack of raw materials, materials, default of suppliers or other third parties in their delivery obligations towards CT, mobilisation, state of siege, riots, acts of

terrorism or insurrection, import or export restrictions and other government measures or regulations and furthermore any circumstance over which CT cannot reasonably exert any influence, but which means that it cannot reasonably execute the order in accordance with agreements made.

13.2 In case of force majeure CT is entitled to either suspend performance of the agreement without judicial intervention as long as the force majeure situation continues, or to terminate the agreement for the non-executed part.

13.3 In the event of force majeure CT is entitled to demand payment of all that has been delivered/carried out up to that moment and CT is not obliged to pay any compensation or fine to the customer.

13.4 The customer is not allowed to transfer or encumber his rights and/or obligations resulting from the agreement entered into with CT without CT's prior explicit written consent.

## ARTICLE 14 CANCELLATION / TERMINATION OF AGREEMENT

14.1 CT reserves the right to terminate the agreement(s) with the customer immediately without judicial intervention, if on the side of the customer:

- a. bankruptcy, suspension of payments, administration or receivership, debt rescheduling of natural persons, or when a petition for an animal is pending against the customer;
- b. a decision to liquidate, close down, dissolve, merge or otherwise significantly change control;
- c. prejudgment or execution attachment of any part of his assets;

d. any (payment) obligation arising from the agreement that the customer does not fulfil, does not fulfil properly or does not fulfil on time.

14.2 In the event of termination as referred to above, all claims against the client will be immediately due and payable without the client being able to claim any compensation and CT will also be entitled to claim full compensation for damages, including loss of profit and interest.

14.3 The loss of profit shall in that case be set at at least fifteen percent (15%) of the agreed price excluding VAT with a minimum of € 250; the interest rate shall be equal to the interest rate laid down in Article 6:119a of the Dutch Civil Code.

be competent according to the legal rules.

**Nieuw-Vennep, June 2020**

#### **ARTICLE 15 CONFIDENTIALITY AND DISPUTES**

15.1 The customer undertakes to impose on all its employees the obligation of confidentiality with regard to all business data and confidential data of the CT of which they become aware as a result of the activities carried out by the CT.

15.2 CT also undertakes to impose confidentiality on its employees with regard to business data and confidential customer data.

15.3 Any legal relationship between CT and the customer is exclusively governed by Dutch law. The applicability of any treaty, including the Vienna Sales Convention, is expressly excluded.

15.4 All disputes, including summary proceedings, between CT and the customer arising from or in connection with these general terms and conditions and/or agreements to which they apply, will be decided in the first instance by the court in Haarlem. CT remains competent to bring the dispute before another court that would (also)



## SERVICE & REPAIR CONDITIONS

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## **APPLICABILITY AND DEFINITIONS**

In addition to the General Terms and Conditions of CT, the following provisions (the "**Terms of Service**") apply to the agreement by virtue of which CT performs service work with regard to the equipment delivered to the client. Where in the general terms and conditions reference is made to 'agreement', it should therefore also be read 'service and repair agreement' and where reference is made to 'customer', it should also be read 'client', as stated in the Terms of Service.

## **ARTICLE 1 NATURE OF ACTIVITIES**

1.1 The service activities to be performed by CT include repairing the equipment in such a way that it continues to function properly and in accordance with the specifications applicable to this equipment for the agreed period of time. These activities are aimed at ensuring that, taking into account the consequences of normal wear and tear and ageing of the equipment, a normal usability of the equipment is always achieved.

1.2 CT is not required to repair equipment that has reached the service end. The date of the end of service of the equipment shall be determined by the manufacturer of the equipment. However, the equipment may have reached its end of service earlier, including, but not limited to, if required parts are no longer available and if the cost of

repair is no longer proportional to the book value of the equipment. The latter is the case if the cost of repair is seventy-five percent (75%) of the book value of the equipment in question. The repair is also unprofitable if two or more of the three to four main components of the equipment have been damaged and/or need to be replaced. This level of damage indicates that the device has been abused, modified, or used in a manner inconsistent with normal wear and tear, so CT is not obligated to repair the device. The device will then be declared *Beyond Economical Repair*.

1.3 Insofar as the client is entitled to preventive maintenance of the equipment - this must be explicitly stipulated in a written agreement - preventive maintenance includes checking, adjusting, adjusting and testing the equipment, as well as making the changes deemed necessary by CT. These changes may not result in restrictions on the use of the equipment, except with the prior approval of the client.

1.4 Upon receipt of the defective equipment at the CaptureTech Repair Centre, CT will begin corrective maintenance. This corrective maintenance includes: repairing the equipment in case of non-functioning or reduced performance of the equipment due to normal wear and tear or software and/or hardware bugs, including the parts and materials that are incorporated in the equipment during the work, except for the consumables and/or parts to be specified elsewhere, which in case of replacement will be charged at the then current rates, including labor and travel and accommodation costs.

1.5 The corrective maintenance can take place at the client's premises unless CT or the persons in charge of the maintenance by CT are of the opinion for practical reasons that corrective maintenance must take place in the CaptureTech Repair Centre.

## 1.6 Maintenance does not include the repair or restoration of equipment as a result of:

- Careless, incompetent or incorrect use of the equipment;
- The careless performance of daily maintenance by the client or the failure of the client to signal in a timely manner that the equipment is not functioning properly;
- Fire, water damage, theft, power failure, lightning damage, voltage fluctuations and data transmission lines, strikes and other external causes or circumstances beyond one's control;
- Damage as a result of repairs or work carried out by the client or third parties, modifications or additions to the equipment;
- Change in the original use or the location and/or connections of the equipment.

In all these aforementioned cases CT has the right to charge the work to be performed, the travel and accommodation expenses as well as consumed materials and parts at the then current rates.

## 1.7 CT has the right to combine a preventive maintenance as referred to in 2.3 of these Terms of Service with a corrective maintenance.

## 1.8 CT provides the client with a service report after each maintenance. The content of this report will be presumed to be correct and binding for parties if the client has not submitted a written protest to CT within eight days after the date indicated on the report.

## 1.9 Within the framework of the service activities CT will, if desired, provide technical advice on the maintenance or form of maintenance on the equipment.

## 1.10 Conditions to be met by the equipment to be eligible for CT maintenance services:

- Equipment purchased from CT and included in a maintenance contract immediately after the end of the warranty period will automatically be accepted.
- CT provides service on hardware not purchased from CT if certified by CT's authorized service center or by a CT technician.
- After the end of the warranty period or after the cancellation or termination of the contract, an inspection of the equipment by CaptureTech until CT is satisfied that the equipment is in an acceptable maintenance condition before service can commence. CT will perform this inspection (at applicable rates) and may propose to repair or refurbish the equipment, for time, materials and travel expenses. For the purchase of a maintenance contract after the warranty period, an inspection must also be purchased before the equipment or installation in question can be included in a contract.

## 1.11. Return Material Authorization (RMA) procedure CT:

- Each defective device must be separately registered by the client via the RMA website portal so that each device gets its own unique RMA #.
- The following data must be entered: Device type, serial number and detailed problem description.
- The defective device should be sent together with the RMA form to:

CaptureTech Repair Centre  
Pesetaweg 36  
2152 PJ New Vennep  
The Netherlands.

- The defective appliance must be packed in such a way that no (additional) damage can occur during transport.
- The client shall bear the costs of transport to the CaptureTech Repair Centre.
- The client should NOT send the device's accessories (batteries, holsters, cords, ear cushions, etc.).
- CT reserves the right to return items in packaging other than that in which they were originally received.

## ARTICLE 2 PROPERTY

In case of replacement of parts by or on behalf of CT in the performance of the service activities, the replaced parts remain the property of CT, unless the replaced parts have been charged separately to the customer and paid to CT or unless the replacement of parts is included in the agreement.

## ARTICLE 3 WORKING HOURS

- 3.1 Issued lead times are not guaranteed and are exclusive of shipping time.
- 3.2 As a rule, the service work will be carried out within the normal working hours for CT (from 08.30 to 17.00 hours on Monday to Friday, with the exception of the generally recognised national holidays), unless explicitly agreed otherwise.
- 3.3 CT is entitled to charge the client separately for the activities performed outside the times indicated in the previous paragraph, at the rates applicable at that time.
- 3.4 If the service technician hired by or on behalf of CT cannot start work on time or the work has to be interrupted at the agreed time due to causes attributable to the customer, CT has the right to charge the customer separately for the resulting waiting times.

## ARTICLE 4 PRINCIPAL'S OBLIGATIONS

- 4.1 The principal will, immediately after the occurrence of a malfunction of the equipment, inform CT thereof by means of a detailed description of the malfunction drawn up by a competent employee of the principal.
- 4.2 The client is obliged to use the equipment in accordance with the user manual provided by CT and to carry out periodic maintenance, in the event of failure to do so, any service or warranty claims will lapse.
- 4.3 The client is furthermore obliged, possibly in consultation with CT, to provide the necessary facilities and work space to enable CT to actually carry out the service activities smoothly.
- 4.4 The client is obliged to provide CT with the necessary information and access to the use of the equipment, documentation and software as well as the necessary consumables (as far as this may be required to perform the activities in the opinion of CT).
- 4.5 CT is entitled to suspend its obligations under the service agreement without any notice of default or judicial intervention, or to dissolve this agreement, if the customer does not, not properly or not timely fulfil one or more of its obligations.

## ARTICLE 5 LIABILITY

- 5.1 CT is liable towards the client for damages suffered as a result of service work carried out in the manner stipulated in article 8 of the General Terms and Conditions.
- 5.2 CT is never liable for damages resulting from force majeure, as described in article 13 of the General Terms and Conditions. In the event of force majeure, CT is entitled to suspend the fulfilment of its existing obligations in whole or in part for the duration of the force majeure. In such a situation, CT

and the client have the right to terminate the contract with due observance of a notice period of one month after the force majeure has occurred. In that case, article 14 of the General Terms and Conditions shall apply mutatis mutandis.

**Nieuw-Vennep, June 2020**