

General Terms and Conditions of Delivery of Businesspoint B.V.

1. Applicability

- 1.1 These General Terms and Conditions ("**Conditions**") apply to every offer, quotation, acceptance, order confirmation, letter of intent, agreement, and other (legal) acts, in electronic form or otherwise, related to the sale and/or delivery of products and/or services between Businesspoint B.V., hereafter referred to as "**Businesspoint***," and its customers, hereafter referred to as the "**Customer**."
Deviations from the Conditions must be expressly agreed upon in writing.
- 1.2 The applicability of any purchasing or other general conditions or terms of the Customer is excluded and is hereby expressly rejected.
- 1.3 Deviations and/or additions to the Conditions are only valid if and insofar as they have been agreed upon in writing between Businesspoint* and the Customer and apply solely to the agreement for which the deviating terms and/or additions have been made.
- 1.4 If one or more provisions of these Conditions are declared null and void or are annulled, the remaining provisions of the Conditions shall remain fully applicable. As a replacement for the null and void or annulled provisions, new conditions shall be agreed upon with the Customer, taking into account, if and to the extent possible, the purpose and intent of the original provision(s).
- 1.5 All that has been performed or delivered by Businesspoint* and the Customer prior to the conclusion of the agreement shall be deemed to have been executed under the applicability of the Conditions.
- 1.6 The Conditions also apply to other agreements, including follow-up and supplementary agreements, in which Businesspoint* and the Customer, or their legal successors, are parties.
- 1.7 Businesspoint* reserves the right to amend and/or supplement the Conditions unilaterally at any time. (Changes and/or additions shall be communicated to the Customer in writing or electronically by email and shall take effect one month after the date of that notification unless stated otherwise in the notification.)
- 1.8 If Businesspoint* does not invoke the conditions arising from these Conditions in a specific case, at any time and for any reason, this shall not be construed as a waiver of its rights.
- 1.9 The Customer may not transfer the agreements or the rights, obligations, or claims arising from an agreement with Businesspoint* in any manner to third parties without the prior written consent of Businesspoint*. Businesspoint* shall not unreasonably withhold this consent.
- 1.10 In cases where an agreement deviates from one or more provisions of these Conditions, the terms of the agreement shall prevail. The remaining provisions of these Conditions shall continue to apply without prejudice to the agreement.
- 1.11 If translations of these Conditions have been issued, the version in the Dutch language shall prevail over any version(s) in another language.

2. Quotes, Offers, and Formation of Agreement

- 2.1 Unless expressly stated otherwise, all quotes and offers made by Businesspoint*, in any form, are non-binding, regardless of whether a deadline for acceptance has been set. If a quote or offer does not specify a deadline for acceptance, it shall expire fourteen (14) days after the date stated in the quote or offer. Furthermore, a quote or offer expires if the product or service to which it relates is no longer available at the time the respective quote or offer is accepted.

- 2.2 Businesspoint* cannot be bound by its quotes or offers if the Customer could reasonably understand that the quotes or offers, or any part thereof, contain an obvious mistake or typographical error.
- 2.3 Agreements – and modifications of agreements – are concluded by written acceptance, respectively confirmation of the order by Businesspoint* ("Order Confirmation"), or if delivery has taken place because the order and/or request of the Customer has been fulfilled. The Order Confirmation shall be deemed to accurately and completely reflect the order and/or request unless the Customer submits a written objection before the actual delivery.
- 2.4 Businesspoint* reserves the right to refuse orders and/or requests and/or purchases without providing reasons.
- 2.5 Statements and specifications provided by Businesspoint* are only approximate. The descriptions, specifications, drawings, images, clarifications, and declarations of weight and size provided by Businesspoint* in brochures, price lists, information folders, presentations, order confirmations, and any other publications are for indicative purposes only, and the Customer may not derive any rights from them unless expressly agreed otherwise. If a sample or model of a product has been shown or provided to the Customer, it is presumed to be merely indicative unless it has been expressly agreed in writing that the product to be delivered shall correspond (in full) to the sample or model.
- 2.6 The prices mentioned in a quote or offer are exclusive of VAT and other government charges, packaging costs, installation costs, and any additional costs to be incurred under the agreement, including travel, accommodation, shipping, and administrative costs unless stated otherwise. The aforementioned costs are the responsibility of the Customer. All prices apply per designated unit.
- 2.7 Businesspoint* is not bound by any order that deviates (even if only on minor points) from the offer contained in the quote or offer. The agreement shall not be concluded in accordance with this deviating acceptance unless Businesspoint* indicates otherwise.
- 2.8 A composite price quotation does not obligate Businesspoint* to perform a part of the order for a proportionate part of the stated price.
- 2.9 Insofar as the Customer performs any service or takes preparatory steps (prior to receipt of the Order Confirmation) in the apparent expectation that an agreement shall be concluded or in the apparent assumption that an agreement has been concluded, the Customer does so at its own risk.

3. Delivery Times, Performance, and Modification of the Agreement

- 3.1 The agreed or specified deadlines for the completion of certain work or the delivery of certain goods are for indicative purposes only and are never considered fatal deadlines. Exceeding the agreed or specified deadlines shall in no case entitle the Customer to compensation. If no delivery deadline has been agreed or specified, a reasonable delivery period shall apply.
- 3.2 If Businesspoint* requires data from the Customer for the execution of the agreement, the execution period shall not commence until the Customer has provided this data accurately and completely to Businesspoint*.
- 3.3 Businesspoint* shall only be in default with respect to the Customer after a formal notice of default has been issued, providing a reasonable period for compliance.
- 3.4 Businesspoint* is entitled to engage third parties to execute the agreement.
- 3.5 The Customer shall enable Businesspoint* to perform the agreed services, which in any case means that the Customer shall ensure that:
 - the place of performance of the services, as well as access thereto, is easily accessible;
 - Businesspoint* may have the facilities required for the services, including but not limited to connection options for the required energy.

- 3.6 Delivery shall be *Delivered At Place* ("DAP"), in accordance with the latest version of the Incoterms, on-site as indicated in the agreement. When shipping the products, the choice of the means of transport is up to Businesspoint*. A different method of delivery may be agreed upon in the agreement (e.g., *Ex Works*.)
- 3.7 The Customer must accept the goods at the time they are made available to him. If the Customer refuses to accept delivery or is negligent in providing information or instructions that are necessary for the delivery, Businesspoint* is entitled to store the goods at the expense and risk of the Customer.
- 3.8 If the Customer does not take delivery of the goods at the agreed time and this cannot be attributed to Businesspoint*, the Customer shall immediately be in default without notice of default. Without prejudice to the right to compensation for all costs and damages in connection with this non-acceptance, Businesspoint* is entitled to terminate the agreement without judicial intervention if the Customer does not accept delivery of the goods (also before or at the second time that Businesspoint* has notified the Customer, this without prejudice to the right of Businesspoint* to claim additional compensation, in court or otherwise, in connection with the Customer's default.
- 3.9 Businesspoint* is entitled to execute the agreement in different phases and to invoice the part thus executed separately.
- 3.10 If the agreement is executed in phases, Businesspoint* may suspend the execution of those parts that belong to a subsequent phase until the Customer has approved the results of the preceding phase in writing.
- 3.11 Any changes or additions to the agreements must be expressly agreed in writing. If the Client requests changes and/or additions to an agreement and the parties do not reach an agreement, the agreement shall remain in its original form.
- 3.12 If, during the performance of the agreement, it becomes evident that modifications or additions (scope changes) are necessary for proper execution, the parties shall promptly engage in mutual consultation to adjust the agreement. Should the nature, scope, or content of the agreement be altered, whether at the request or direction of the Customer, by competent authorities, or otherwise, leading to qualitative and/or quantitative changes in the agreement, this may also affect what was originally agreed upon. Consequently, the originally agreed amount may be increased or decreased. Businesspoint* shall provide a price estimate in advance as much as possible regarding these changes. Furthermore, modifications to the agreement may also result in changes to the originally stipulated timeline for execution. The Customer accepts the possibility of changes to the agreement, including unilateral adjustments of price and execution timeline by Businesspoint*.
- 3.13 Examples of amendments and scope changes, as mentioned in Article 3.12, may include the following:
 - If it is determined that, at the time of entering into the agreement, the work was insufficiently assessed to the extent that reasonable performance by Businesspoint* cannot be expected based on what was originally agreed;
 - If employees of Businesspoint* or third parties engaged by Businesspoint* must wait longer than 0.5 hours before the work can commence;
 - in the event of deviations from the amounts specified for provisional items and from billable and estimated quantities.
- 3.14 Businesspoint* reserves the right to (unilaterally) increase the agreed price, even if a fixed price has been established, based on authority or obligation arising from law or regulations, or if the increase stems from a rise in the prices of raw materials, wages, etc., or on other grounds (to the extent that these were not reasonably foreseeable at the time of entering into the agreement), without the Customer having the right to terminate the agreement for that reason.

4. Suspension, Termination, and Interim Cancellation of the Agreement

- 4.1 Businesspoint* is entitled to suspend its obligations under the agreement or to terminate all agreements with the Customer immediately without judicial intervention by means of a written and/or electronic declaration to the Customer, without being liable for any compensation to the Customer, and without prejudice to Businesspoint*'s right to claim damages from the Customer if:
- The Customer fails to comply with the obligations of the agreement in full or on time;
 - if, after the conclusion of the agreement, Businesspoint* becomes aware of circumstances that give good reason to fear that the Customer will not fulfil its obligations;
 - if, at the time of entering into the agreement or in the event described in Article 6.2 of these Terms, the Client was requested to provide security for the fulfilment of its obligations under the agreement and this security is lacking or insufficient;
 - if delays on the part of the Customer mean that Businesspoint* can no longer be required to fulfil the agreement under the originally agreed conditions;
 - in the event of liquidation, bankruptcy proceedings, or (applications for) suspension of payment concerning the Customer, as well as an attachment against the Customer (if and to the extent that the attachment is not lifted within three months), debt restructuring, or any other circumstance that prevents the Customer from freely disposing of its assets;
 - if a situation occurs as described in Articles 3.8 and 6.7 of these Terms; and/or
- if circumstances arise that are of such a nature that compliance with the agreement is impossible or if other circumstances arise that are of such a nature that Businesspoint* cannot reasonably be expected to maintain the agreement unchanged.
- 4.2 In the cases mentioned in Article 4.1, the Customer is liable for all damages suffered or to be suffered by Businesspoint*, including the costs arising therefrom, either directly or indirectly, and any amounts owed by the Customer to Businesspoint*, including interest and compensation for damages, shall be immediately and fully due.
- 4.3 If there are grounds for termination and/or dissolution in relation to the Customer, the Customer must notify Businesspoint* immediately.
- 4.4 A Customer is not entitled to withdraw, terminate, or cancel a given assignment unless otherwise specified in the agreement. If Businesspoint* receives a request for termination or cancellation and agrees to it, Businesspoint* retains the right to recover any costs incurred and/or lost margins from the Customer; cooperating in termination or cancellation never constitutes a waiver of any right.

5. Force Majeure

- 5.1 Businesspoint* is not obliged to fulfil any obligation towards the Customer if it is prevented from doing so as a result of a circumstance that is not attributable to a fault and for which it is not responsible under the law, a legal act, or generally accepted views. Businesspoint* is not liable for damages resulting from failures due to circumstances for which it is not responsible (force majeure).
- 5.2 In these terms, force majeure is understood to include, in addition to what is defined by law and jurisprudence, all external causes such as, but not limited to, a pandemic or an epidemic, flooding, storms, foreseeably or unforeseeably, over which Businesspoint* has no control, yet which prevent Businesspoint* from fulfilling its obligations. Strikes, excessive absenteeism of staff at Businesspoint* or third parties, transport difficulties, fire or other operational disruptions, and overdue or inadequate delivery by suppliers are included. Businesspoint* also has the right to invoke force majeure if the circumstance that prevents (further) fulfilment of the agreement occurs after Businesspoint* has fulfilled (part of) its obligation.

- 5.3 During the period that force majeure continues, Businesspoint* may suspend its obligations under the agreement. If this period lasts longer than two months, either party is entitled to terminate the agreement without any obligation to compensate the other party for damages.
- 5.4 To the extent that Businesspoint* has partially fulfilled its obligations under the agreement at the time of the occurrence of force majeure or shall be able to fulfil them, and the fulfilled or to be fulfilled portion has independent value, Businesspoint* is entitled to invoice the already fulfilled or to be fulfilled portion separately. The Customer must pay this invoice as if it were a separate agreement.

6. Payment and Collection Costs

- 6.1 Payment shall be made within eight (8) days of the invoice date in a manner specified by Businesspoint* and in the currency in which the invoice is issued. This payment term is a strict deadline. Businesspoint* is entitled to invoice periodically.
- 6.2 If there is reasonable cause, Businesspoint* may also, during the performance of the agreement, require the Customer to provide (additional) security or make an advance payment.
- 6.3 If and to the extent that (any part of) the invoice amount due is not received by Businesspoint* within the agreed payment term, the Customer shall be in default by operation of law as referred to in Article 6:83a of the Dutch Civil Code, and the Customer shall owe statutory (commercial) interest as referred to in Sections 6:119a and 6:120 of the Dutch Civil Code. Furthermore, Businesspoint*, without prejudice to its right to demand performance, is entitled to suspend the performance of its obligations arising from all agreements concluded with the Customer. Interest on the due amount shall be calculated from the moment the Customer is in default until the full amount owed is paid.
- 6.4 Businesspoint* has the right to apply payments made by the Customer first to reduce costs, then to reduce the accrued interest, and finally to reduce the principal and current interest.
- 6.5 The Customer is not entitled to offset or suspend any amount owed by him to Businesspoint*.
- 6.6 Objections to the amount of an invoice do not suspend the Customer's obligation to pay.
- 6.7 If the Customer fails to fully settle the amount due within the specified time after a written or electronic reminder, Businesspoint* is entitled to terminate the agreement immediately without judicial intervention.
- 6.8 Businesspoint* may charge the Client for all costs incurred in or out of court to assert its rights against the Customer. The extrajudicial collection costs due from the Customer in such cases shall amount to 15% of the owed amount or the legally permitted percentage, with a minimum of EUR 750, plus applicable VAT.

7. Retention of Title

- 7.1 All goods supplied by Businesspoint* under the agreement (including sketches, designs, software, films, electronic files, etc.) shall remain the property of Businesspoint* until the Customer has duly fulfilled all obligations arising from the agreements entered into with Businesspoint*. The Customer hereby waives any right of retention concerning the goods already supplied or to be supplied by Businesspoint*. Retention of title does not cease if Businesspoint* transfers its claims against the Customer to a third party.
- 7.2 Goods supplied by Businesspoint*, covered by the retention of title as specified in paragraph 1, may only be resold in the normal course of the Customer's business, provided that until the Customer has paid for the supplied goods, Businesspoint* assumes the Customer's rights against the Customer's customers, and the supplied goods may never be used as a means of

- payment. The Customer is not authorised to pledge or otherwise encumber the goods covered by the retention of title.
- 7.3 The Customer shall always do everything that can reasonably be expected of him to secure Businesspoint*'s ownership rights.
- 7.4 If third parties lay claim to or attach the supplied goods under retention of title or seek to establish or enforce rights over them, the Customer must inform Businesspoint* accordingly without delay.
- 7.5 The Customer undertakes to permanently insure the goods supplied under retention of title against fire, explosion and water damage as well as against theft and to make the policy of this insurance available for inspection to Businesspoint* upon first request. In the event of any payout from the insurance, Businesspoint* is entitled to these funds. To the extent necessary, the Customer commits in advance to cooperate with anything that may be required or deemed desirable in this regard.
- 7.6 Should Businesspoint* wish to exercise the ownership rights specified in this article, the Customer hereby gives unconditional and irrevocable permission to Businesspoint* and designated third parties to enter all locations where Businesspoint*'s property is located and to repossess those goods, even if it is necessary to dismantle or otherwise disconnect those goods.
- 8. Warranties, Inspection, Complaints, Returns, and Limitation Period**
- 8.1 Businesspoint* warrants that the goods supplied are free from material and manufacturing defects. Parts containing material and manufacturing defects will be replaced free of charge if they are presented to Businesspoint* on a CIF basis. Businesspoint* shall not be liable for any further warranty. The warranty on material and manufacturing defects expires six months after delivery.
- 8.2 The repaired and/or replaced parts shall be delivered Ex-Works by Businesspoint*. Replacement and/or repair shall not result in an extension of the warranty period mentioned in paragraph 1. The costs associated with import or export or other additional costs are incurred by the Customer.
- 8.3 If a different warranty scheme has been agreed upon between the parties, this shall expressly replace, and not be in addition to, the warranty mentioned in paragraph 1
- 8.4 Any right to return or make a complaint shall expire if the delivered goods have been used, processed, or supplied to third parties. Any warranty from Businesspoint* shall be voided as a result of alterations, maintenance, or repairs made to the goods by parties other than those designated by Businesspoint*, as well as in cases of misuse, incompetent use, or improper storage of the goods, use in violation of the use and safety instructions, or due to external circumstances (such as, but not limited to, extreme rainfall or temperatures).
- 8.5 The Customer must inspect the supplied goods immediately (at least within 24 hours) upon receipt and/or when the relevant work has been performed.
- 8.6 The Customer is required to verify whether the quality and/or quantity of the supplied goods corresponds to what has been agreed upon and complies with the requirements mutually agreed upon by the parties. Visible defects must be reported to Businesspoint* in writing within 48 hours after delivery. Non-visible defects must be reported immediately, but in any case no later than within five (5) days after discovery, in writing to Businesspoint*. The notification shall contain the most detailed description of the defect possible, allowing Businesspoint* to respond adequately. The Customer shall provide Businesspoint* with the opportunity to investigate the complaint.
- 8.7 Failure to adhere to the deadlines specified in the preceding paragraph will result in the forfeiture of all rights of the Customer.
- 8.8 The acceptance of returns and complaints does not affect the Customer's payment obligation.

- 8.9 The Customer must provide Businesspoint* the opportunity to investigate the complaint. For this purpose, the Customer must make the supplied goods, or any remaining items thereof, available to Businesspoint*. If the Customer fails to do so, any right to claim will be extinguished.
- 8.10 If the complaint is valid, Businesspoint* will, at its discretion, credit the purchase price, replace, supplement, repair the supplied goods, or grant the Customer a discount. The Customer is not entitled to any compensation for damages.
- 8.11 Relatively minor variations and differences in quality, colour, or finish that are customary in trade or technically unavoidable do not provide grounds for complaints. If the supplied goods are wrongfully returned, Businesspoint* will return the supplied goods to the Customer, and the cost of the return shipment shall be the Customer's responsibility.
- 8.12 If it is established that a complaint (other than as referred to in Article 8.11) is unfounded, the costs incurred as a result, including investigation costs on the part of Businesspoint*, shall be entirely borne by the Customer.
- 8.13 After the warranty period, all costs for repair or replacement, including administration, shipping, and travel costs, shall be charged to the Customer.
- 8.14 Without prior written consent, Businesspoint* is not obliged to accept a return from the Customer. The risk of returned goods remains with the Customer until the goods are credited by Businesspoint*. The credit shall be subject to a deduction of 20% of the price of the returned goods, with a minimum of EUR 75. The credit does not include any work performed and costs incurred by Businesspoint* prior to the return.
- 8.15 Contrary to statutory limitation periods, the limitation period for all claims and defences against Businesspoint* and third parties involved by Businesspoint* in the execution of an agreement shall be six (6) months.

9. Liability

- 9.1 Businesspoint* is liable to the Customer for damages incurred by the Customer that are the direct and exclusive result of an attributable shortcoming on the part of Businesspoint* in fulfilling the agreement. However, only those damages against which Businesspoint* is insured are eligible for compensation, and only up to a maximum of EUR 1,000,000.
- 9.2 If Businesspoint's insurer, as referred to in Article 9.1, fails to pay out for any reason, then this liability is limited to a maximum of the invoice value, excluding VAT, with a maximum of EUR 10,000.
- 9.3 Businesspoint* is not liable for any damage of any kind arising from Businesspoint* relying on incorrect and/or incomplete information provided by or on behalf of the Customer.
- 9.4 Businesspoint* expressly excludes liability for indirect damages in all circumstances, including consequential damages, lost profits, missed savings, and damages due to business stagnation.
- 9.5 The limitations of liability contained in this article do not apply if the Customer proves that the direct damage or defects are the direct and exclusive result of intent or gross negligence on the part of (managers of) Businesspoint*.

10. Indemnification

- 10.1 The Customer indemnifies Businesspoint* against any third-party claims that incur damage in connection with the execution of the agreement, where the cause is attributable to parties other than Businesspoint*.
- 10.2 If Businesspoint* is addressed by third parties for this reason, the Customer must assist Businesspoint* both out of and in court and undertake all actions that may be expected of him. Should the Customer fail to take adequate measures, Businesspoint*, without notice of default, is entitled to take these measures itself. All costs and damages incurred by Businesspoint* and third parties as a result shall be entirely borne by the Customer.

11. Intellectual Property and Privacy

- 11.1 All intellectual property rights resting on or relating to the supplied goods, including modifications, manuals, and other related documents or goods, remain the property of Businesspoint* or its licensors and may not be disclosed, copied, used, imitated, or offered to third parties without prior written consent from Businesspoint*.
- 11.2 Businesspoint* is in no event liable if the goods it supplies or their use infringe any copyright, exclusive rights, patent rights, or other intellectual property rights of third parties.
- 11.3 The Buyer must notify Businesspoint* immediately in writing of any liability or action based on the claim that the use of the supplied goods or services provided by Businesspoint* infringes any intellectual property rights and/or know-how of a third party.
- 11.4 Businesspoint* shall treat the Customer's data confidentially and use it within the context of the agreement and Businesspoint*'s administration. The Customer agrees that their data may be used by Businesspoint* for further offers unless the Customer has informed Businesspoint* in writing prior to entering into the agreement that no consent is to be granted.
- 11.5 The Customer unconditionally agrees not to disclose confidential information and has taken measures as required by law. If necessary, the parties will make separate processing agreements.

12. Joint and Several Liability

- 12.1 If multiple Customers act as contracting parties, all Customers are jointly and severally liable for the fulfilment of obligations owed to Businesspoint* under the agreement.

13. Applicable Law and Disputes

- 13.1 All legal relationships involving Businesspoint* shall be exclusively governed by Dutch law, even if an obligation is fully or partially performed abroad or if a party involved in the legal relationship resides there. The applicability of the Vienna Sales Convention is expressly excluded.
- 13.2 The court located in the jurisdiction of Businesspoint* shall have exclusive competence to hear disputes unless mandatory law prescribes otherwise. Nevertheless, Businesspoint* retains the right to submit the dispute to a court of competent jurisdiction according to the law.
- 13.3 The Parties shall only resort to judicial proceedings after having made every effort to resolve a dispute through mutual consultation.