

General terms and conditions of Xiberr

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GENERAL

In the general terms and conditions, the following definitions apply:

- Client: the party that gives the order.
- Contractor: the party that carries out the assignment, see above. - Working days: every day with the exception of Saturdays, Sundays, January 1, Easter, Ascension Day, Pentecost, Christmas, the days that are or will be proclaimed by the Government as national holidays and the day on which the birthday of H.M. the Queen is officially celebrated.
- Days: 5 days a week maximum.
- Assignment or Agreement: the assignment agreement on the basis of which the Contractor undertakes to perform work for the Client against payment of fee and costs.

The provisions of Articles 7: 404 and 7: 407 paragraph 2 of the Dutch Civil Code do not apply.

These general terms and conditions apply to all quotations, offers, delivery of services and goods of the Contractor as well as to the formation, content and performance of agreements concluded with the Contractor. Agreements and changes and / or additions to these agreements and to these general terms and conditions must be confirmed in writing by the Contractor.

Additional and / or deviating terms and conditions of the Client do not bind the Contractor unless they are written by the Contractor and have been accepted, whereby the general terms and conditions of the Contractor remain applicable in all other respects.

All offers are without obligation and non-binding, unless stated in writing. If any clause of these general terms and conditions is destroyed, or otherwise loses its validity, this does not affect the validity of the other clauses.

The Contractor reserves the right to change these general terms and conditions in their entirety or in certain parts or for certain items or Clients.

1 – OFFERS

All offers, where not expressly stated to the contrary, are considered as non-binding offers for a maximum of 14 days, which can also be revoked after acceptance. If this revocation does not take place within 6 working days after acceptance, the agreement has been concluded.

2 – REALIZATION OF THE AGREEMENT

2.1 The Agreement is formed by these general terms and conditions together with the order confirmation and is concluded when the order confirmation is received digitally by the Contractor and / or the order confirmation signed by the Contractor and the Client is received by the Contractor. As long as the order confirmation has not been returned, the Contractor reserves the right to deploy its (personnel) capacity elsewhere. The order confirmation is based on the information provided by the Client to the Contractor at that time. The order confirmation is deemed to represent the Agreement correctly and completely.

2.2 The Agreement supersedes and replaces all previous proposals, correspondence, agreements or other communication, made in writing or orally.

2.3 The Agreement is entered into for an indefinite period of time, unless it follows from the content, nature or scope of the Assignment granted that it has been entered into for a specified period.

2.4 Every agreement concluded between the Client and the Contractor is fully binding for both parties, unless the Contractor notifies the Client in writing, with reasons, within 12 days after the conclusion of the agreement, that it is dissolving the agreement..

UITVOERING VAN DE OPDRACHT - COOPERATION BY THE CLIENT

3.1 The Client must ensure that all data and documents that the Contractor considers necessary for the correct and timely execution of the Assignment are made available to the Contractor in a timely manner and in the form and manner desired by the Contractor.

- 3.2 The Client must ensure that the Contractor is immediately informed of facts and circumstances that may be important in connection with the correct execution of the assignment.
- 3.3 Unless the nature of the Assignment dictates otherwise, the Client is responsible for the correctness, completeness and reliability of the data and documents made available to the Contractor, even if they originate through or from third parties.
- 3.4 The Client must ensure that the Contractor is provided with office space and other facilities that, in the opinion of the Contractor, are necessary or useful to execute the agreement and that meet all (legal) requirements imposed on it, unless otherwise agreed. This includes the use of computer, telephone and fax facilities. With regard to (computer) facilities made available, the Client is obliged to ensure continuity, among other things by means of adequate back-up, security and virus control procedures.
- 3.5 Unless the nature of the Assignment dictates otherwise, the Client will deploy or have deployed the personnel deemed necessary by the Contractor in order to enable the Contractor to perform the work. If specific personnel is required, this will be agreed and recorded in the order confirmation. The client must ensure that its personnel have the right skills and experience to be able to perform the work.
- 3.6 The extra costs and extra fees resulting from the delay in the execution of the Assignment, arising from the non-availability, late or improper provision of the requested data, documents, facilities and / or personnel are for the account of the Client.
- 3.7 If the client does not fulfill its obligations, the Contractor is in any case entitled to suspend the performance of the agreement and the Contractor has the right to charge the costs incurred as a result according to its usual rates.
- 4.1 All work performed by the Contractor will be performed to the best of its knowledge and ability in accordance with the requirements of good workmanship. With regard to the intended activities, there is a best efforts obligation on the part of the Contractor, unless explicitly stated otherwise. The Contractor cannot guarantee that the Client will gain more customers or increase the Client's turnover through its activities.
- 4.2 The Contractor determines the manner in which and by which employee (s) the Assignment is carried out, but takes into account the requirements stated by the Client as much as possible. If letter (an) employee (s) is mentioned by name in the order confirmation / engagement, the Contractor will make every effort to ensure that the relevant employee (s) remains available for

the entire term of the Assignment. (remain) for the performance of the work. Notwithstanding the foregoing, the Contractor has the right to replace such employees after consultation with the Client.

- 4.3 The Contractor can first perform and charge the Client for more work than for which the Assignment has been issued, if the Client has given permission for this in advance. However, if the Contractor is obliged by virtue of his (legal) duty of care to perform additional work, he is entitled to charge this to the Client, even if the Client has not explicitly given its prior consent for the performance of the additional work.
- 4.4 If the Client wishes to involve third parties in the performance of the Assignment, it will only do so after having reached agreement on this with the Contractor, as the direct or indirect involvement of a third party in the performance of the Assignment can have a significant influence on the possibilities of the Contractor to perform the Assignment correctly. The provisions of the previous sentence apply mutatis mutandis to the Contractor.
- 4.5 The Contractor will keep a work file with regard to the Assignment containing copies of relevant documents, which is the property of the Contractor.

5- CONFIDENTIALITY

- 5.1 Unless any statutory provision, regulation or other (professional) rule obliges it to do so, Provider / are the employee (s) deployed by Provider to confidentiality vis-à-vis third parties with respect to confidential information obtained from Principal. The Client may grant an exemption in this respect.
- 5.2 Except with the written permission of the Client, Provider is not entitled to use the confidential information made available to it by the Client for a purpose other than that for which it was obtained. However, an exception will be made to this in the event that Provider acts on its own behalf in civil or criminal proceedings in which this information may be of importance.
- 5.3 Unless there is any statutory provision, regulation or other rule that Client is obliged to disclose or has been granted prior written permission by Contractor, Client will not disclose the contents of reports, advice or other communications of Contractor, whether or not in writing, to third parties.
- 5.4 Contractor and Client shall impose their obligations under this article on third parties to be engaged by them.

5.5 If not deemed contrary to the provisions of Article 5.1 and 5.2, Provider is entitled to state the main features of the work performed to (potential) clients of Provider and only as an indication of the experience of Provider.

5.6 In the event of violation of this prohibition, the violator shall forfeit to the other party an immediately payable penalty of five thousand euros (€ 5,000), as well as an immediately payable penalty of five hundred euros (€ 100) for each day that the other party is in violation, without prejudice to his obligation to pay full damages in this respect. The amount of the immediately payable fines may be moderated by a judge.

6 - INTELLECTUAL AND INDUSTRIAL PROPERTY

6.1 The Contractor reserves all intellectual property rights relating to products of the mind which it uses or has used and/or develops and/or has developed in the context of the execution of the Order, and in respect of which it holds or can enforce copyrights or other intellectual property rights.

6.2 The Client is expressly forbidden to reproduce, disclose or exploit these products, including computer programs, system designs, working methods, advice, (model) contracts and other intellectual property products of Provider, in the broadest sense of the word, with or without the involvement of third parties. Reproduction and/or publication and/or exploitation shall only be permitted after written permission has been obtained from Octrooibureau Novopatent. The Client has the right to reproduce the written documents for use within its own organisation, insofar as appropriate within the purpose of the Assignment. In the event of premature termination of the Assignment, the foregoing shall apply mutatis mutandis.

6.3 The risk of loss of or damage to the goods that are the subject of the Agreement shall pass to the Client at the moment they are placed at the actual disposal of the Client or of an auxiliary person used by the Client.

6.4 Intellectual property rights, which arise from a consultancy agreement, will only accrue to Client after all claims of Contractor against Client have been paid.

7 - HONORARY

7.1 If after the conclusion of the Agreement, but before the entire Order has been executed, rate determining factors such as wages and/or prices change, M&A shall be entitled to adjust the previously agreed rate accordingly.

7.2 The fee of M&A is exclusive of expenses of M&A and exclusive of invoices of third parties engaged by M&A.

7.3 All rates are exclusive of turnover tax and other levies which (may) be imposed by the government.

7.4 Contractor is entitled to implement any changes in price levels, for example by changes in the sales prices of its suppliers, freight rates, the exchange rates of foreign currencies, import and export duties and equivalent levies, insurance costs, wage costs, social security charges, packaging costs, taxes and other price-determining factors, in the price to be paid by Principal.

7.5 The Contractor is entitled to adjust the agreed prices and rates, after consultation with the Client and stating the reason. The Principal will be entitled to submit the correctness of the reason(s) stated by the Contracted Party to a neutral disputes committee to be proposed by the Contracted Party. This dispute committee will be binding and conclusive in this respect.

7.6 For agreements with a term of more than one year, prices and rates may be changed annually by Provider.

8 - PAYMENT

8.1 Payment by the Client must be made, without deduction, discount or setoff, within 30 days after the invoice date. Payment must be made in the currency indicated on the invoice, by means of transfer to a bank account to be designated by Provider. Objections to the amount of the submitted invoices do not suspend the payment obligation of the Principal.

8.2 If the term referred to under 8.1 is exceeded, Principal, after at least once to be reminded by Provider to pay within a reasonable period, will be in default by operation of law. In that case, from the date on which the amount due has become due and payable until the time of payment, Client will owe statutory interest on the amount due, with a minimum of 10%. In addition, all costs of collection after Client is in default, both judicial and extrajudicial, shall be for Client's account. In the event that the Contracted Party is required to take collection measures after the due date, the Client will owe a minimum of 15% of the total invoice amount outside judicial costs.

8.3 If, in the opinion of the Contracted Party, the Client's financial position and/or payment behaviour gives cause to do so, the Contracted Party will be entitled to require the Client to immediately provide (additional) security in a form to be determined by the Contracted Party and/or to make an advance payment. In the event that the Client fails to provide the requested security, M&A shall be entitled, without prejudice to its other rights, to immediately suspend the further

execution of the Order and all amounts owed by the Client to M&A for whatever reason shall become immediately due and payable.

8.4 In the event of a jointly placed Order, the Principals shall be jointly and severally liable for payment of the full invoice amount to the extent that the work has been performed for the joint Principals.

9 - RECLAMES

9.1 Complaints relating to the work performed and/or the invoice amount must be made known to Provider in writing within 15 working days of the date of dispatch of the documents or information about which the Principal is complaining, or within 15 working days of the discovery of the defect, if the Principal demonstrates that it could not reasonably have discovered the defect earlier.

9.2 Complaints as referred to in the first paragraph do not suspend the payment obligation of the Client. Principal shall under no circumstances be entitled to postpone or refuse payment for other services provided by Provider to which the complaint does not relate on the basis of a complaint regarding a particular service.

9.3 In the event of a justified complaint, the Client will have the choice between adjusting the fee charged, rectifying or re-performing the rejected work free of charge, or not (or no longer) performing the Assignment in whole or in part in exchange for restitution in proportion to the fee already paid by the Client.

10 - DELIVERY TIME

10.1 If Principal owes an advance payment or is required to make information and/or materials available for the performance of the work, the period within which the work must be completed shall not commence until the payment has been received in full by Provider or the information and/or materials have been made available in full to Provider.

10.2 As the duration of the Assignment may be affected by all kinds of factors, such as the quality of the information provided by Principal and the cooperation provided, the periods within which the work must be completed shall only be regarded as firm dates if this has been expressly agreed in writing.

10.3 Unless it has been established that performance is permanently impossible, the Agreement cannot be dissolved by the Client on account of a failure to meet the deadline, unless the Contractor also fails to perform the Agreement, or fails to perform it in full, within a reasonable

period that has been notified to the Contractor in writing after the expiry of the agreed delivery period. Dissolution will then be permitted in accordance with Section 265 of Book 6 of the Dutch Civil Code.

10.4 Exceeding an agreed delivery period, for whatever reason, does not entitle the Client to compensation, or non-performance and/or suspension of its obligations towards the Contractor. If it is unforeseeable that the delivery period will be exceeded, however, Provider is obliged to report this to Principal and to consult with her on the consequences of the exceeding as well as on the further progress. This applies in particular if interim changes have been made or if the Client has been involved in the project in a special way.

11 - TERMINATION

11.1 The Client and the Contractor may terminate the Agreement at any time (prematurely) by registered letter with due observance of a reasonable notice period, unless the reasonableness and fairness dictate otherwise.

11.2 The Agreement may be terminated (prematurely) by either party by registered letter without observance of a notice period in the event that the other party is unable to pay its debts or if a trustee, administrator or liquidator has been appointed, the other party goes into debt restructuring, or ceases its activities for any other reason, or if the other party considers the occurrence of one of the above circumstances to be reasonably plausible to the one party or if a situation has arisen that justifies immediate termination in the interest of the terminating party.

11.3 If Principal has proceeded to (premature) termination, Contractor shall be entitled to compensation for the loss of occupancy that has arisen on its side and can be plausibly demonstrated, as well as additional costs that it reasonably must incur as a result of the premature termination of the Agreement (such as costs relating to subcontracting), unless there are facts and circumstances underlying the termination that can be attributed to Contractor. In the event that the Contracted Party terminates the Agreement (prematurely), the Client will be entitled to the cooperation of the Contracted Party in transferring the work to third parties, unless the termination is based on facts and circumstances that can be attributed to the Client. In all cases of (premature) termination, the Engaged Firm retains the right to payment of the invoices for work performed by the Engaged Firm up to that point in time, whereby the preliminary results of the work performed up to that point in time will be made available to the Client subject to

reservation. To the extent that the transfer of the work involves additional costs for the Contracted Party, these will be charged to the Client.

11.4 Upon termination of the Agreement, each of the parties must immediately hand over to the other party all goods, items and documents in its possession that are the property of the other party.

12 - LIABILITY

12.1 Contractor will perform its work to the best of its ability and thereby the care that can be expected of Contractor. If an error is made because Principal has provided incorrect or incomplete information to Provider, Provider is not liable for the resulting damage.

If the Client proves that it has suffered damage as a result of an error on the part of the Engaged Firm which would have been avoided if the Client had acted with due care, the Engaged Firm shall only be liable for direct damage up to a maximum of € 1000.

12.2 Under direct damage is exclusively understood:

- the reasonable costs for determining the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these terms and conditions;
- any reasonable costs incurred to ensure that Contractor's defective performance complies with the Agreement, to the extent that these costs can be attributed to Contractor;
- reasonable costs incurred to prevent or limit damage, to the extent that the Client demonstrates that these costs have resulted in the limitation of direct damage as referred to in these general terms and conditions.

12.3 Contractor shall never be liable for indirect damages, including consequential damages, lost profits, lost savings, damages due to business stagnation, costs resulting from conviction in legal costs, interest and / or delay damages, damage as a result of providing inadequate cooperation and / or information of the Client, and / or damage due to non-binding information or advice provided by Contractor, the content of which is not expressly part of the written agreement.

12.4 Client shall indemnify Contractor against claims by third parties for damages caused by

The Client has provided the Contracted Party with incorrect or incomplete information, unless the Client demonstrates that the damage is not related to culpable acts or omissions attributable to the Client or is caused by intent or equivalent gross negligence on the part of the Contracted

Party and unless any mandatory (inter)national law or regulation does not permit such a provision.

12.5 The limitation of liability laid down in paragraph 1 of this article is also stipulated for the benefit of third parties engaged by Contractor for the performance of the Order.

13 - TAKEOVER OF CONTRACTS

13.1 The Client is not permitted to transfer (any obligation under) the Agreement to third parties, unless Contractor expressly agrees to this. Contractor is entitled to attach conditions to this permission. The Client undertakes in any case to impose all relevant (payment) obligations from the Agreement in these General Terms and Conditions on the third party. The Client will at all times remain liable in addition to this third party for the obligations under the Agreement and the General Terms and Conditions, unless the parties expressly agree otherwise.

13.2 In the event of contract takeover, the Client shall indemnify the Contractor against all claims of third parties that may arise as a result of a non-performance or incorrect performance of any obligation by the Client under the Agreement.

Agreement and/or these general terms and conditions, unless any mandatory (inter)national law or regulation does not permit such a provision.

14 - INTERNET USAGE

During the execution of the Order, the Principal and the Provider will be able to communicate with each other by means of electronic mail at the request of one of them. Both Provider and Principal acknowledge that the use of electronic mail involves risks such as - but not limited to - distortion, delay and virus. The Principal and the Contracted Party hereby establish that they will not be liable to each other for any loss or damage that may arise for one or all of them as a result of the use of electronic mail. In case of doubt concerning the correctness of the email received by Principal or Provider, the content of the email sent by the sender shall be decisive.

15 - EXPIRATION DATE

Insofar as the Agreement does not provide otherwise, rights of action and other powers of the Client for whatever reason vis-à-vis the Contracted Party will in any event lapse after the expiry of one year from the moment an event occurs that the Client can exercise these rights and/or powers vis-à-vis the Contracted Party.

16 - QUALITY

The provisions of this Agreement, which are expressly or tacitly intended to remain in effect after termination of this Agreement, will remain in effect thereafter and will continue to bind both parties.

17 - APPLICABLE LAW AND CHOICE OF FORUM

17.1 All Agreements between Principal and Contractor are governed by Dutch law.

17.2 With respect to all disputes arising from this Agreement, the court of the Contractor's place of residence shall have jurisdiction, unless another court has mandatory legal jurisdiction on the grounds of the law.

18 - FORCE MAJEURE

18.1 Force majeure is understood to mean any cause leading to the failure to perform which is not due to the shaking of the Contractor nor for his account. In the event that the performance of the Agreement is prevented as a result of force majeure, each of the parties will be entitled to dissolve the Agreement in whole or in part without judicial intervention, without the Contractor being obliged to pay any compensation.

18.2 Contrary to the above, in case of temporary impediment to the performance of the Agreement as a result of force majeure, the Contractor is authorized to suspend the performance of the obligations under the Agreement for the duration of the impediment, The Client is then joined to dissolve the Agreement, if in reasonableness, given the circumstances of the case, it cannot be required to wait for the dissolution of the (cause of the) impediment. Such dissolution does not entitle the Client to compensation.

19 - DISPUTES

19.2 A dispute is present when one of the parties declares that this is the case.

19.3 If mediation by the Disputes Committee does not lead to settlement of the dispute, or if the Disputes Committee has not mediated, the dispute will be submitted to the Foundation for Dispute Resolution for Automation in Breda the Netherlands. The opinion of this Foundation shall be binding.