

Tecnify.

Your **partner** in Engineering

GENERAL CONDITIONS OF SALE AND CONTRACTING
VERSION 1.

GENERAL CONDITIONS OF SALE AND CONTRACTING TECNIFY

PART I – GENERAL PART

ARTICLE 1: INTERPRETATION

The capitalized terms in this clause shall have the following meanings in these Conditions:

Customer:	Means any party to whom Tecnify makes an offer/quotation and/or enters into an agreement or concludes an agreement with Tecnify or places an Order to supply Products or Services;
Services	Means work that forms part of the Order or Agreement and is provided by Tecnify to the Customer.
Calendar days:	Means all days.
Tecnify:	Tecnify B.V. and all its affiliates including, but not limited to including Maritime Project Management B.V., Maritime Engineering B.V. and BIM Engineering B.V.
Delivery:	Means the Products or Services to be delivered by Tecnify in accordance with the agreed specifications at the time determined by Tecnify also known as delivery.
Quotation:	Means a non-binding offer by Tecnify to the Customer to provide Products or Services.
Assignment:	Means the assignment of Customer and client to Tecnify to supply Products and/or services or to produce a work.
Assignment confirmation:	Means the confirmation sent by Tecnify to the Customer of the Assignment placed by the Customer.
Client:	Means customer as well as any party that gives Tecnify an Assignment for the manufacture of a Work;
Agreements:	Means all agreements between the Customer and Tecnify established in writing, whether or not under a framework agreement.
Parties:	Means customer/Client and Tecnify.
Products:	Means the goods delivered to the Customer by Tecnify.
Framework agreement:	Means the framework agreement concluded between the Parties for the sale of Products or supply of Services.
In writing:	Means unless otherwise stated or provided by law, notices are In Writing if sent by mail or e-mail.
Conditions:	Means these General Terms and Conditions of Sale and Contracting of Tecnify.
Work:	Means a work produced by Tecnify including but not limited to a design, calculations, drawings, sketches, inventions and the like within the meaning of the Copyright Act 1912 and/or Kingdom Law containing rules relating to a patent.
Workdays:	Means days excluding Saturdays, Sundays and holidays.

ARTICLE 2: APPLICABILITY

- 2.1. These Conditions shall apply to all Offers, Requests, Quotations, Engagements, Agreements and/or Framework Agreements between Tecnify and Customer, unless otherwise expressly agreed in writing.
- 2.2. If at any time the Customer refers to its own general (purchase) conditions, the applicability thereof is hereby expressly rejected. The Customer agrees to the applicability of these Conditions to subsequent Assignments, Agreements, and Framework Agreements between Tecnify and the Customer.
- 2.3. Tecnify is entitled to make changes to the Terms and Conditions or to modify the regulations and conditions applicable at any time to the use of the Products and/or Services. Deviations from these Conditions shall only apply between the Parties if laid down in Writing by the Parties.
- 2.4. If these Conditions conflict or are inconsistent with provisions in Agreement between Tecnify and Customer, the provisions in the Agreement shall prevail.

ARTICLE 3: FORMATION OF AGREEMENTS

- 3.1. All offers and Quotations from Tecnify are without obligation. Offers or Quotations do not automatically apply to future Assignments.
- 3.2. Obvious errors or mistakes on Tecnify' website, brochures, publications, e-mails and other data are not binding on Tecnify.
- 3.3. At Tecnify' first request, the Customer shall provide as soon as possible all information, specifications and documents in the manner and format required by Tecnify.
- 3.4. The Customer guarantees the accuracy and completeness of the information provided to Tecnify by or on its behalf, on which Tecnify bases its offer and/or Quotation.
- 3.5. An Agreement comes into effect only after Tecnify has sent a Written Assignment Confirmation to the Customer or if, after the Assignment is given, it is executed.
- 3.6. Tecnify may require additional security from the Customer for the fulfilment of its obligations.
- 3.7. The person signing the Agreement with Tecnify is authorized to bind the Customer's company he/she represents to bind the Agreement. If this person turns out not to be authorized to represent the company of the Customer, that person shall be privately bound by the signed Agreement.

ARTICLE 4: PRICING

- 4.1. Unless otherwise agreed in writing, all prices are exclusive of VAT, import and export duties and any other taxes and levies.
- 4.2. In the event of changes in cost price factors (such as (raw) materials, government measures, transport exchange rates, taxes, etc.) after the formation of an Agreement between Tecnify and the Customer, Tecnify shall be entitled to implement a corresponding price increase. Tecnify shall notify the Customer In Writing of any price increase. If the Customer has not informed Tecnify of his wish to terminate the agreement within fourteen days of the notice being sent, the Customer shall be deemed to have accepted the price increase.
- 4.3. If Tecnify' supplier increases its prices, Tecnify is entitled to increase the price it has agreed with the Customer accordingly.

ARTICLE 5: DELIVERY

- 5.1. The date and deadlines stated for Delivery are indicative and do not constitute deadlines. This is only different if the Parties have expressly agreed otherwise in Writing.
- 5.2. Tecnify is entitled to make the Delivery in parts and to invoice in parts.
- 5.3. Unless otherwise agreed in Writing, the Delivery by Tecnify of the Products, any spare parts and other goods to be delivered shall take place in accordance with the ICC Incoterm Ex Works (EXW) as defined in the latest version of the ICC Incoterms, with delivery being made from Tecnify' warehouse.
- 5.4. In the event that deliveries from Tecnify are delayed due, among other things, but not exclusively, to a change in the aforementioned working conditions or because of untimely delivery of (raw materials or parts of) products ordered on time, or because of other circumstances not for the risk or account of Tecnify, including the circumstances mentioned in Article 15.5 of these Conditions, Tecnify shall be entitled to extend the delivery time for a reasonable period of time.
- 5.5. Within 5 Business Days after Delivery of the Products and/or Services and prior to use of these data for work by third parties, the Customer shall inspect the Products and/or Services delivered and satisfy itself that the Products and/or Services delivered comply with the Agreement. Complaints must be made known to Tecnify in Writing within 5 Business Days after the delivery of the Product or Service, accurately stating the nature and ground of the complaint(s).
- 5.6. If the complaint is not made known to Tecnify in a timely manner, all rights of the Customer in connection with this complaint shall lapse.
- 5.7. The Customer shall give Tecnify an opportunity and a reasonable period of at least 30 Calendar Days to investigate the Customer's complaint.
- 5.8. Tecnify can only be taken to court regarding the complaint up to 6 months after Delivery at the latest. Any claim for damages against Tecnify shall lapse in any event by the mere lapse of 6 months after that claim has arisen.

ARTICLE 6: PAYMENT

- 6.1. All payments shall be made on the agreed date, and if no date is agreed upon, within thirty (30) Calendar Days of the invoice date, but in any event no later than prior to Delivery and in the currency specified by Tecnify. Payment terms shall be deadlines for the Customer.
- 6.2. Tecnify is entitled to invoice its work to the Customer in instalments.
- 6.3. If the Customer fails to fulfil its payment obligations or fails to do so on time, Tecnify shall be entitled, immediately and without any Written notice being required, to charge, in addition to the statutory interest and extrajudicial costs, a contractual interest rate of 1.5% per month, on the amount(s) outstanding from time to time outstanding amount(s).
- 6.4. If the Customer fails to fulfil its payment obligations or fails to do so on time, Tecnify is entitled to refuse and/or suspend any refuse and/or suspend further deliveries of Products and/or Services, unless full cash payment is offered or sufficient security for payment is offered by the Customer prior to the Delivery. Tecnify' right to refuse or suspend on top of further deliveries of Products and/or Services shall be without prejudice to any other rights of Tecnify to require immediate fulfilment of all payment obligations and whether or not amounts payable have already been invoiced.
- 6.5. All costs arising from the Customer's non-compliance with its (payment) obligations shall be borne by the Customer. These costs include both judicial and extrajudicial costs, including costs for (legal and financial) advisors.
- 6.6. Payments made by the Customer will initially be considered as being made for the settlement of accrued interest and judicial and extrajudicial costs, and will subsequently be applied to satisfy the oldest debt, regardless of the Customer's instructions.
- 6.7. Objections regarding an invoice must be made in writing by the Customer to Tecnify prior to the invoice payment date, failing which the Customer agrees to the amount stated in the invoice.

ARTICLE 7: RESERVATION OF TITLE

- 7.1. From Delivery, the Products shall be at the Customer's risk; however, the Products shall remain the property of Tecnify until the Customer has paid the invoices of:
 - (i) All amounts due with respect to the Products and Services delivered and to be delivered and;
 - (ii) All other amounts owed or to become owed to Tecnify or persons associated with Tecnify to be.
- 7.2. As long as ownership of the Products or Services supplied, including the data supplied, has not been transferred to the Customer, the Customer shall only be the holder of the Products and shall only be permitted to sell the Products to third parties. transferred to the Customer, the Customer shall only be the holder of the Products and shall only be permitted to sell and transfer ownership of the Products to third parties in the normal course of its business. The Customer is obligated, so long as the Products have not become its property, to store them, at no cost to Tecnify, separately and identifiably from all other products in its possession and not to destroy, damage or obscure any identifying mark or packaging on or relating to Tecnify' Products (including serial numbers and notices that a patent, trademark, design or copyright relating to the Products is held by Tecnify or a third party).
- 7.3. In the event that the Customer fails to fulfil its payment obligations on time, Tecnify shall be entitled to remove or arrange for the removal of the Products subject to a retention of title from the Customer or a third party holding the Products for the Customer. The Customer shall be obliged to return the Products to Tecnify at Tecnify' first request to do so. The Customer shall enable Tecnify to take back the Products. All costs related to this shall be borne by the Customer. The Customer hereby irrevocably authorizes Tecnify to enter the Customer's premises where the Products are stored.
- 7.4. The Customer hereby unconditionally and irrevocably waives any right of retention or claim to which it is entitled.
- 7.5. During the period that the Customer has not fulfilled its payment obligations, the Customer shall not be entitled to pledge the Products, in whole or in part, or to encumber or dispose of them in any other way other than in its normal business operations. At Tecnify' first request, the Customer shall immediately transfer to Tecnify any claim which it may now or in the future have against third parties with respect to the Products. with regard to the products to Tecnify.
- 7.6. The Customer shall immediately notify Tecnify In Writing of the occurrence of the following events:
 - (i) If the Customer becomes aware that third parties are asserting rights with respect to the Products;
 - (ii) If the Customer, or any of its creditors, applies for a declaration of bankruptcy or (provisional) suspension of payments of payment in respect of the Customer;
 - (iii) if the Customer is declared bankrupt or has been granted (provisional) suspension of payments;
 - (iv) If an attachment has been levied or executed on a substantial part of the Customer's assets and, in the case of a prejudgment attachment, it has not been lifted or released within thirty (30) Calendar Days;
 - (v) If a change occurs in the effective control of the Customer, or if the Customer is involved in or is part of a merger, demerger or split-off (including a legal merger and a legal demerger as referred to in Title 7 of Book 2 of the Civil Code);
 - (vi) If the Customer becomes involved in negotiations with one or more of its creditors or takes steps with respect to a general adjustment or remediation of its indebtedness;
 - (vii) If the Customer requests application of the Natural Persons Debt Restructuring Act; and if the Customer dies or is dissolved or its business is wholly or partially transferred, liquidated, dissolved, discontinued or moved abroad, or a decision in this respect is made.

ARTICLE 8: SECURITY DEPOSIT

- 8.1. If Tecnify has reason to suspect that the Costumer will not comply with its (contractual) obligations towards Tecnify in a timely or complete manner, the Costumer is obligated to provide sufficient security at the first request of Tecnify in the form desired by Tecnify, including but not limited to a bank guarantee or advance payment.
- 8.2. As long as the Customer does not fulfil its obligations as described in Article 8.1 of these Conditions, Tecnify shall be entitled to suspend the performance of its obligations towards Customer, without any compensation being due to the Customer.
- 8.3. If the Customer fails to comply with Tecnify' request referred to in Article 8.1 of these Conditions within 14 calendar days, all obligations of the Customer shall become immediately due and payable.

ARTICLE 9: WARRANTY

- 9.1. Tecnify provides a warranty to the extent described in the Agreement and/or Framework Agreement.
- 9.2. In the event the Parties agree to a warranty, Tecnify warrants that the Products will be free from defects relating to material and workmanship, for the period described in the appendix to each Product, which is equivalent to the content and duration of the warranty provided by Tecnify' Supplier for that Product.

ARTICLE 10: OBLIGATIONS OF THE CUSTOMER

- 10.1. The Customer is responsible for their own equipment and software to access the Internet.
- 10.2. To ensure the quality and integrity of the system and technical infrastructure of the Products and/or Services required for the provision of services, the Customer shall ensure that:
 - (i) Only authorized and qualified individuals shall have access to Tecnify' systems;
 - (ii) The Customer shall not engage in improper use or infringement of laws and/or regulations through the use of Tecnify' system;
 - (iii) The Customer has sufficient rights to fulfil its obligations arising from the agreements entered into with Tecnify;
 - (iv) The Customer shall comply with all confidentiality obligations regarding confidential information;
 - (v) The Customer shall comply with all data protection obligations under applicable data protection and privacy laws;
 - (vi) The systems, including the software through which the Customer connects to Tecnify' system, are free from defects and/or viruses that may cause or could cause damage to Tecnify' system.
- 10.3. Upon first request, the Customer shall cooperate and comply with all orders and/or instructions of the competent national authorities and/or Tecnify regarding the recall of Tecnify' Products.
- 10.4. In the event Tecnify or its supplier takes steps in connection with a recall of a Product, the Customer shall be promptly informed and shall cooperate to facilitate the recall proceeds as effectively and expeditiously as possible.
- 10.5. The Customer shall indemnify Tecnify for all damages it may suffer as a result of such a recall action.

ARTICLE 11: EXPORT CONTROLE

- 11.1. The Customer may export the Products subject to Tecnify' retention of title, including but not limited to hardware, software, and/or technology and associated documentation, only if and when it complies with all applicable national and international laws and regulations regarding (re-)export. The Customer shall ascertain and adhere to all requirements regarding the necessary permits for the (re-)export of Tecnify products, obtain all (re-)export licenses or other official authorizations, and furthermore fulfil all customs formalities regarding the (re-)export of the relevant Tecnify products.
- 11.2. Before transferring Tecnify' products to third parties, the Customer shall ensure that:
 - (i) the transfer does not violate any embargo imposed by the European Union, the United States of America, and/or the United Nations;
 - (ii) the Tecnify products to be transferred are not intended for use in armaments, nuclear technology, or weapons, to the extent such use is prohibited or subject to authorization, unless the necessary authorization has been obtained;
and
 - (iii) the regulations of all applicable lists of sanctioned parties of the European Union and the United States of America concerning trade with the entities, individuals, and organizations listed therein are acknowledged and adhered to.
- 11.3. The Customer declares and warrants that it shall not directly or indirectly export, re-export, sell, transfer, convey, or otherwise make available to any particular individual or entity the Products subject to Tecnify' retention of title, including hardware, software, and/or technology and associated documentation, if the Customer has reason to believe that such individual or entity will sell or transfer the Tecnify products in violation of this Article.

- 11.4. If the agreed Delivery requires export controls to be carried out, the Customer shall, at Tecnify' first request, promptly provide all necessary information regarding the recipients of the Products, the destination and intended use of the Products and the applicable export restrictions.
- 11.5. Tecnify shall not be liable for, and shall be indemnified by the Customer against, all damages, losses, liabilities, costs, and expenses (including consulting fees) incurred or reasonably expected to be incurred as a result of any breach by the Customer of this article and/or any applicable export control regulations.

ARTICLE 12: LIABILITY

- 12.1. Tecnify is only liable for direct damages that are the direct and immediate result of a attributable breach of its obligations in the execution of the Assignment or Agreement, and if it has defaulted thereon.
- 12.2. Direct damages shall exclusively include the reasonable costs incurred by the Customer to make Tecnify' performance conform to the agreement.
- 12.3. The total liability of Tecnify for an attributable breach in the performance of the Assignment, Agreement, tort, or any other legal basis, is limited to a maximum of 50% of the fee for the supply of the Product or Service, excluding the assignment under the Framework Agreement but in the individual Agreement(s) concluded therein. In no event shall the total compensation for damages exceed the amount paid out under Tecnify' liability insurance in the respective case.
- 12.4. Tecnify shall never be liable for business, consequential, or indirect damages, loss of contracts, loss of income, suffered loss, missed savings, incurred costs, or any other consequential damages.
- 12.5. Tecnify shall not be liable for any damages, losses, or costs incurred or to be incurred as a result of untimely delivery or deliveries that have occurred in part.
- 12.6. Tecnify and its employees and non-employees, whose actions may potentially render Tecnify legally liable, are entitled to invoke any defence, contractual or otherwise, available to Tecnify or its relevant employees or non-employees under the law, to defend against any liability. The Customer shall be liable for, and shall indemnify and hold harmless Tecnify (and its employees, officers, directors, commercial agents, and advisers) against, any and all claims, demands, lawsuits, damages, losses, liabilities, costs, and/or expenses (including legal fees, court costs, and/or costs for mediation or arbitration) incurred and/or made or to be incurred and/or made by Tecnify (and its employees, officers, directors, commercial agents, and advisers) as a result of a breach by the Customer, its affiliated companies, and/or its/their employees, commercial agents, and/or commissioners of any (contractual) obligation towards Tecnify, or of intentional or gross negligence, except where such claims, demands, lawsuits, damages, losses, liabilities, costs, and/or expenses result from the intentional or gross negligence of Tecnify.
- 12.7. The mandatory provisions regarding product liability arising from Dutch law shall apply without prejudice to this Article 12.

ARTICLE 13: INDEMNIFICATION, SUSPENSION AND SET-OFF

- 13.1. The Customer shall indemnify Tecnify and its subsidiaries, affiliated companies, directors, agents, co-branders, or other partners and employees, defend, indemnify, and hold harmless against all liabilities, claims, and expenses, including reasonable attorney's fees, incurred by any third party as a result of or arising out of Customers breach of any obligation arising from the Assignment, Agreement, and Terms or any right of another party.
- 13.2. Customer waives its right of suspension and set-off.
- 13.3. If Tecnify fails to request performance of any provision of the Assignment, Agreement, or the Terms, or to respond to a breach of any obligation under the Assignment, Agreement, or Terms by Tecnify, this shall never imply an acknowledgment of liability or the toleration of such non-performance. Tecnify shall at all times have the right – unless a mandatory statutory provision provides otherwise – to demand performance of the obligations of the Customer arising from the Assignment, Agreement, or Terms.

ARTICLE 14: NON-PERFORMANCE AND FORCE MAJEURE

- 14.1. If the Customer fails to fulfil, timely fulfil, or properly fulfil any obligation under the Assignment, Agreement(s), and/or Terms, he shall be in default by the mere breach of his obligations, without the requirement for Tecnify to issue a notice of default.
- 14.2. In the event that the Customer fails to fulfil, timely fulfil, or properly fulfil any obligation under the Assignment, Agreement(s), and/or Terms, or if one or more situations as described in Article 7.6 sub (ii) – (viii) of the Terms occur, Tecnify is entitled to terminate the Agreement(s) immediately, in whole or in part, always retaining all its rights to compensation for costs and damages, without any obligation on Tecnify' part to provide compensation to the Customer.
- 14.3. In the event Tecnify terminates the Agreement(s) in accordance with the Terms, all claims that Tecnify has against the Customer become immediately due and payable, and Tecnify is entitled to immediately suspend further performance of any agreement(s) and to reclaim its Products, always retaining all its rights to compensation for costs and damages, without any obligation on Tecnify' part to provide compensation to the Customer.
- 14.4. In the event Tecnify is unable to properly fulfil its obligations, in whole or in part, temporarily or permanently, due to force majeure, including those circumstances specified in Article 14.5 of the Terms, Tecnify has the right to terminate the agreement(s) with the Customer.
- 14.5. Force majeure includes, but is not limited to: acts (excluding intentional or gross negligence) of individuals appointed by Tecnify to perform its obligations towards the Customer; unsuitability of products used by Tecnify to perform its obligations towards the Customer; exercise of one or more rights by third parties against the Customer regarding the Customers failure to meet its obligations under an agreement with such third party concerning the supply of products; government regulations or orders prohibiting or restricting the use of the delivered or to be delivered products; strike or lockout; illness of personnel; transportation problems; restrictions/prohibitions on import and/or export; failure or untimely performance of work by Tecnify' suppliers; disruption of the production process of the products; natural or nuclear disasters; war, threat of war, a pandemic, and government-imposed measures, and other circumstances beyond the reasonable control of Tecnify.

ARTICLE 15: INTELLECTUAL PROPERTY RIGHTS AND LICENSES

- 15.1. For the purposes of the Terms, '**IP Rights**' shall mean all patents, trademarks, trade name rights, design rights, copyrights, Software and source codes (used in connection with the Products and/or Services, owned by Tecnify or licensed to it, including all documentation and/or materials thereto), database rights, domain names, moral rights, confidential information, know-how, and other (existing or future) intellectual property rights and interests, whether or not registered in a dedicated register, owned by Tecnify or used by Tecnify under a license relating to the Products and/or Services of Tecnify or otherwise connected therewith.
- 15.2. The Customer hereby acknowledges that all IP Rights are and shall remain the property of Tecnify, its subsidiaries, or the relevant third parties from whom Tecnify or its subsidiaries have obtained a license to use the IP Rights.
- 15.3. Tecnify hereby grants to the Customer a temporary, revocable, and non-exclusive license to use all IP Rights to the extent necessary for the normal use of the Products and/or Services provided by Tecnify and as permitted under the Agreement, Framework Agreement, Terms between the Parties, and the agreed-upon license terms between Tecnify and third parties, provided that the license obtained from a third party is legally valid (hereinafter referred to as the "**IP License**").
- 15.4. The IP License shall have a duration of one year, which duration shall be automatically renewed for an additional one-year period, unless the other party has given Written notice of termination of the IP License no later than 3 months prior to the renewal date. The IP License shall otherwise terminate only if both Parties agree in Writing to terminate this License.
- 15.5. Tecnify is entitled to invoice the license fee due for the first year of continuation of this IP License immediately after the conclusion of the agreement. The Customer shall pay the relevant license fee to Tecnify within 30 days of receipt of the invoice. Tecnify is entitled to index this license fee once a year.

- 15.6. The Customer is prohibited from sublicensing the IP License without prior written consent from Tecnify. Tecnify reserves the right to modify the terms and content of the IP Rights License at any time.
- 15.7. The Customer shall use the IP Rights in accordance with the user guidelines or other written instructions provided by Tecnify with the Products and/or Services. Upon Tecnify' first request, the Customer shall provide Tecnify with samples of all product packaging and advertisements using the IP Rights for verification that the Customers use of the IP Rights aligns with the user guidelines and other Written instructions provided by Tecnify with the Products.
- 15.8. The Customer shall refrain from
 - (i) disputing Tecnify' or the relevant third parties' interest in the IP Rights, or their validity,
 - (ii) acquiring any right, claim, or interest in or to the IP Rights and modifying, adapting, translating, creating derivative works, or engaging in decompilation, disassembly, or any other form of reverse engineering with respect to the IP Rights or any part thereof, unless such restriction is not permitted under mandatory statutory provisions.
 - (iii) The Customer shall at all times acknowledge, respect, and protect Tecnify' full ownership rights in, or the license to use, all IP Rights. The Customer shall not file any application or registration with respect to the IP Rights, any part thereof, or anything similar thereto.
 - (iv) The Customer is prohibited from infringing upon the IP Rights associated with the production, design, branding, and packaging of any Tecnify Product purchased by the Customer or advertised by Tecnify, and shall not make alterations to the products supplied by Tecnify, unless the nature of the delivered products requires otherwise.
- 15.9. Tecnify reserves the right to modify the IP at any time or to replace any or all IP Rights with alternative brands.
- 15.10. The Customer acknowledges and agrees that in the event that a license granted by a third party to Tecnify to use the IP Rights terminates or ceases to exist for any reason, this may result in the (immediate) termination of the IP Rights License granted by Tecnify to the Customer. Tecnify shall not be liable for any damages, losses, liabilities, costs, and expenses (including consulting fees) incurred and/or suffered or to be incurred and/or suffered by the Customer as a result of the termination of the IP License.
- 15.11. If the Customer purchases a license/subscription to software supplied by Tecnify for use as an end user and no separate end user agreement (in electronic or physical form) is provided, the General Service Terms apply as displayed on the respective software websites (including, but not limited to, Tecnify.com, topconpositioning.com, www.magnetsystems.com, www.topnetlive.com, www.GLMlaser.com or www.sitelink3d.net).

ARTICLE 16: CONFIDENTIALITY

- 16.1. The Customer undertakes, unless proper execution of the Agreement and-or Framework Agreement necessitates contact with third parties, to maintain confidentiality towards third parties of all drawings, models, constructions, calculations, measurements, diagrams, etc., and other business information, know-how, and IP Rights, all in the broadest sense of the world, originating from Tecnify or its Supplier which have come to the Customers knowledge or have been disclose tot the Customer under the Agreement and/or Framework Agreement.
- 16.2. Without Written consent from Tecnify, the Customer is not permitted to correspond with third parties regarding the Agreement and/or Framework Agreement. If the Customer corresponds directly with third parties with the permission of Tecnify, copies must be promptly sent to Tecnify.
- 16.3. If the obligations mentioned in this article are breached by the Customer, the Customer shall forfeit to Tecnify an immediately due and payable penalty of 10% (- percent) of the price specified in the respective Agreement, without prejudice to Tecnify' right to demand performance and/or full compensation for damages, unless otherwise agreed upon by the parties.

ARTICLE 17: DATA PROTECTION AND PRIVACY

- 17.1. If, for the execution of the Agreement and/or Framework Agreement, personal data are required, the Parties shall use or process such data in accordance with the General Data Protection Regulation (GDPR) and all other relevant laws and regulations concerning data protection, each as amended, replaced, or supplemented after the date of these Terms (the "**Privacy Legislation**"). The processing of personal data by Tecnify is not a core task and arises from the execution of the Agreement or Framework Agreement. Tecnify is not a processor of personal data. Tecnify is the data controller.
- 17.2. The Customer shall
- (i) implement appropriate technical and organizational security measures to protect the confidentiality of the Personal Data provided by Tecnify;
 - (ii) upon Tecnify' first request, inform Tecnify of the technical and organizational security measures taken in relation to the foregoing upon Tecnify' first request, inform Tecnify of the technical and organizational security measures taken in relation to the foregoing;
 - (iii) upon request from Tecnify, provide the necessary assistance or information to enable responses to (a) requests regarding rights, or a complaint, from data subjects; or (b) a request from or investigation by a supervisory authority. In the event that Tecnify acts as a data controller and the Customer as a data processor, Tecnify and the Customer shall agree on the necessary data processing agreement.
- 17.3. In certain circumstances, Tecnify may and will exclusively act as a data processor on behalf of the Customer to process personal data in order to fulfil its obligations under the Agreement and/or Framework Agreement.
- 17.4. In connection with the sale of a Product and/or provision of a Service, Tecnify may collect, maintain, process, and use the Customer's business name, username, address, email address, credit card information, login credentials (username, password), IP address, diagnostic, technical, location, usage, and related data.
- 17.5. Tecnify will process Personal Data in accordance with the Agreement, Framework Agreement, Terms, and its Privacy Policy.
- 17.6. In the event the Customer suspects or detects any loss, misuse, and/or any other form of unlawful processing of personal data and/or a data breach, they shall promptly, or at least within 24 hours, inform Tecnify thereof, by sending an email to [privacy@Tecnify.nl]. The Parties shall determine together how to proceed further.
- 17.7. The Customer is solely responsible for the proper handling of personal data and shall be liable in case of breach of the provisions of the Privacy Legislation by itself or by third parties engaged by it. The Customer indemnifies Tecnify against all claims arising from a breach of the Privacy Legislation and/or a data breach within its organization, including fines imposed by the Dutch Data Protection Authority.
- 17.8. The Customer shall keep confidential the personal data obtained from Tecnify and/or collected by Tecnify, and shall also ensure that its employees adhere to strict confidentiality.
- 17.9. Notwithstanding any contrary Written agreements between the Parties, in the event of termination of the Agreement and/or Framework Agreement, the Customer shall promptly return all personal data to Tecnify and destroy all digital copies of the personal data.

PART II – CONTRACTING FOR WORK/RENDERING OF SERVICES

In case of contracting work, not only the articles of this chapter apply but also the articles of "Part I -General part". All rights and obligations applicable to and regarding the "Customer" shall also apply to the "Client".

ARTICLE 18: PROVISION OF INFORMATION

- 18.1. The Client is responsible for both the timely provision and the accuracy of the information provided to Tecnify by or on behalf of her, including but not limited to advice, calculations, samples, models, information, drawings, documents, data, and decisions necessary to properly fulfil the Assignment.
- 18.2. The Client is responsible for the functional suitability of the materials prescribed by or on behalf of them.

- 18.3. The Client indemnifies Tecnify against any liability with respect to the information provided by the Client, including but not limited to advice, calculations, samples, models, information, drawings, documents, data, decisions, and the functionality of materials prescribed by or on behalf of the Client.
- 18.4. Tecnify performs its activities based on the advice, information, drawings, documents, data, decisions, and any prescribed materials provided by the Client. The Client is obliged to provide additional information to Tecnify upon first request. If this additional information is not provided within the requested period, Tecnify will proceed with the execution of the Assignment using the information available at that time. If later-provided additional information from the Client indicates that the Assignment needs to be amended or additional or different activities need to be carried out, the costs associated with these changes shall be borne by the Client.
- 18.5. The Client cannot derive rights from the advice, documents, and information received from Tecnify that do not directly relate to the Assignment.
- 18.6. The Client is obligated to promptly notify Tecnify if they have noticed or should have been aware of any deficiencies in the advice or calculations provided by Tecnify, designs, and/or other information.

ARTICLE 19: ACTIVITIES ON SITE

- 19.1. If, in the opinion of Tecnify, it is necessary for the execution of the Assignment, Tecnify will carry out measurement activities at the location of the Client or at a location agreed upon by the Parties with a third party.
- 19.2. The Client shall make every effort to enable Tecnify, upon first request, to carry out its activities – including but not limited to measurement activities – at the location of the Client or at a location agreed upon by the Parties with a third party.
- 19.3. If Tecnify is prevented by the Client or by a third party from carrying out (measurement) activities at the location of the Client or at a location agreed upon by the Parties with a third party, Tecnify shall reschedule the (measurement) appointment. Any resulting damages and incurred costs may be invoiced to the Client by Tecnify.
- 19.4. If Tecnify carries out activities at the Client's premises or at a third party agreed upon by the Parties, including but not limited to installation, commissioning, training, and site assessment activities, the Client shall ensure that the employees of Tecnify (and/or subcontractors engaged by Tecnify, hereinafter referred to as "Employees") are not exposed to risks to their health or safety in accordance with the Applicable Legislation.
- 19.5. The Client undertakes to take all necessary precautions to ensure the health and safety of the Employees, including providing a location free from identifiable hazards that could cause harm and that comply with and meet the Applicable Legislation and local Regulations.
- 19.6. If the Employees determine that the location does not comply with such health and safety requirements, the Employees have the right to refrain from performing the On-Site Services without Tecnify being held liable in any way. Tecnify is entitled to invoice all costs incurred in this regard (including, but not limited to travel expenses) to the Client.
- 19.7. The Client indemnifies Tecnify against all damages arising from the non-fulfilment of the obligations under this article.

ARTICLE 20: EXECUTION OF THE ASSIGNMENT

- 20.1. Tecnify endeavours to carry out its measurement activities as accurately as possible, considering the chosen measurement technique and the conditions during the measurement. The Client must take into account a margin of error. The measurements are indicative; the Client cannot derive any rights from them.
- 20.2. The Client ensures that Tecnify can carry out its activities without interruption and at the agreed-upon time, and that it has access to the facilities required by Tecnify during the performance of the activities, including but not limited to electricity, internet connection, and lockable dry storage space.
- 20.3. The Client is liable for all damages resulting from loss, theft, burning, or damage to data, equipment, tools, materials, and other items belonging to Tecnify located at the premises where Tecnify performs, has performed, or will perform its activities.
- 20.4. If the Client fails to fulfil its obligations under these Terms and, in particular, under Article 21 and 22 of these Terms, resulting in delay, the work will be carried out by Tecnify as soon as its schedule permits. The Client is liable for all damages resulting therefrom for Tecnify.
- 20.5. The Client indemnifies Tecnify against any claim regarding the use of drawings, calculations, samples, models, and similar items provided by or on behalf of the Client.

ARTICLE 21: SCOPE OF THE ASSIGNMENT, ADDITIONAL AND REDUCED WORK

- 21.1. The Assignment encompasses all that has been agreed upon in writing between the Client and Tecnify
- 21.2. Tecnify is entitled to amend the Assignment, perform additional work, and invoice additional costs to the Client if:
 - a) changes occur in the principles or other circumstances underlying the Assignment;
 - b) there are relevant changes in (government) regulations or directives;
 - c) there are relevant changes in the requirements specification or the original assignment;
 - d) the client requests changes to, or variations of, work that has already been approved, or forms part of a phase that has already been approved;
 - e) additional work is necessary during the execution of the Assignment.
- 21.3. Tecnify is authorized to have the work carried out under its supervision by others and to delegate the supervision of specific components to others as well.
- 21.4. The Client cannot derive any rights from advice and information provided by Tecnify if they do not directly relate to the Assignment.

ARTICLE 22: SUBCONTRACTING

- 22.1. Tecnify is authorized to have its activities performed under its direction by others and, with respect to certain components, to also delegate supervision to others, without prejudice to its responsibility for the proper fulfilment of the Assignment.
- 22.2. Tecnify enters into a separate agreement with any third parties and/or subcontractors it engages for the execution of the Assignment.

ARTICLE 23: DELIVERY

- 23.1. The Work shall be deemed completed in any case when:
- a) Client has approved the Work;
 - b) The work is used by the Client, and if a part or partial delivery is used, that part or partial delivery shall be deemed completed;
 - c) Tecnify has communicated in Writing to the Client that the work is completed, and the Client has not, within 5 working days of the notification, communicated in Writing whether the Work has been approved or not;
 - d) Client does not approve the work due to reasonable minor defects that can be rectified within 30 calendar days and do not impede the use of the Work;
- 23.2. If the Client does not approve the Work, they are obliged to notify Tecnify in Writing, stating the reasons, no later than within 5 working days, after which Tecnify shall be given the opportunity and provided with a reasonable period of at least 30 calendar days to conduct an investigation and carry out rectifications, after which the provisions of this article shall apply again.
- 23.3. If the Client fails to communicate the refusal, stating the reasons in Writing, to Tecnify within 5 working days, all rights of the client related to this refusal shall lapse.
- 23.4. Tecnify may only be legally pursued regarding the non-approval of the Work or defects in the Work up to a maximum of 6 months after Completion. Any claim for damages against Tecnify shall expire in any case upon the mere lapse of 6 months after the arising of that claim.

FINAL PROVISION

ARTICLE 24: APPLICABLE LAW AND DISPUTES

- 24.1. If any provision of these Terms, in any chapter of these Terms, and/or the Assignment and/or the Agreement(s) is declared void or is nullified, the remaining provisions of these terms shall remain in full force and effect, and the parties shall enter into discussions to agree upon a new provision to replace the void or nullified provision, while preserving to the extent possible the purpose and intent of the void or nullified provision.
- 24.2. All legal relationships between Tecnify and the Customer or Client, to which these Terms apply, as well as all legal relationships arising therefrom, shall be governed exclusively by Dutch law, excluding the application of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention 1980).
- 24.3. All disputes between the Parties arising out of or in connection with (the performance of) any Assignment, Agreement or the Terms shall be exclusively submitted to the competent court of the District Court of East Brabant in the Netherlands.

Tecnify.

Your **partner** in Engineering

TECNIFY B.V.
SCHEEPSWERF 1
5256 PL HEUSDEN