

GENERAL TERMS AND CONDITIONS

Article 1 General

1. These conditions apply to every offer, quotation, and agreement between MakerBeam B.V., hereinafter referred to as the "Supplier," and a Counterparty to whom the Supplier has declared these conditions applicable, insofar as these conditions have not been expressly deviated from by the parties in writing.
2. These terms and conditions also apply to agreements with the Supplier for the implementation of which third parties must be involved.
3. These general terms and conditions are also written for the employees of the Supplier and its management.
4. The applicability of any purchasing or other conditions of the Counterparty is expressly rejected.
5. If one or more provisions in these general terms and conditions are wholly or partially void or are annulled at any time, the remaining provisions in these general terms and conditions shall remain fully applicable. The Supplier and the Counterparty shall then enter into consultations to agree on new provisions to replace the void or annulled provisions, taking into account as much as possible the purpose and intent of the original provisions.
6. If there is any ambiguity regarding the interpretation of one or more provisions of these general terms and conditions, the interpretation shall be based on the "spirit" of these provisions.
7. If a situation arises between the parties that is not regulated in these general terms and conditions, this situation shall be assessed in accordance with the spirit of these general terms and conditions.
8. If the Supplier does not always insist on strict compliance with these conditions, this does not mean that the provisions thereof do not apply, or that the Supplier loses the right to demand strict compliance with the provisions of these conditions in other cases.

Article 2 Quotations and Offers

1. All quotations and offers from the Supplier are non-binding, unless a deadline for acceptance is specified in the quotation. A quotation or offer expires if the product to which the quotation or offer relates is no longer available in the meantime.
2. The Supplier cannot be bound by its quotations or offers if the Counterparty can reasonably understand that the quotations or offers, or any part thereof, contain an obvious mistake or typographical error.
3. The prices stated in a quotation or offer are exclusive of VAT and other government levies, any costs to be incurred in the context of the agreement, including travel and accommodation, shipping, and administrative costs, unless otherwise indicated.
4. If the acceptance (whether or not on minor points) deviates from the offer included in the quotation or offer, the Supplier is not bound by it. The

agreement is then not concluded in accordance with this deviating acceptance, unless the Supplier indicates otherwise.

5. A composite quotation does not oblige the Supplier to perform part of the assignment against a corresponding part of the stated price. Offers or quotations do not automatically apply to future orders.

Article 3 Duration of Contracts; Delivery Times, Execution, and Amendment of Agreement

1. The agreement between the Supplier and the Counterparty is entered into for an indefinite period, unless the nature of the agreement dictates otherwise or unless the parties expressly agree otherwise in writing.
2. If a deadline has been agreed upon or specified for the completion of certain work or for the delivery of certain goods, this is never a strict deadline. In case of exceeding a deadline, the Counterparty must therefore notify the Supplier in writing of the default. The Supplier must be given a reasonable period to still fulfill the agreement.
3. If the Supplier requires data from the Counterparty for the execution of the agreement, the execution period does not commence until after the Counterparty has provided this data accurately and completely to the Supplier.
4. Delivery takes place ex works of the Supplier. The Counterparty is obliged to accept the goods when they are made available to him. If the Counterparty refuses acceptance or is negligent in providing information or instructions necessary for delivery, the Supplier is entitled to store the goods at the expense and risk of the Counterparty.
5. The Supplier has the right to have certain work performed by third parties.
6. The Supplier is entitled to execute the agreement in different stages and to invoice each part separately.
7. If the agreement is executed in phases, the Supplier may suspend the execution of those parts belonging to a subsequent phase until the Counterparty has approved the results of the preceding phase in writing.
8. If during the execution of the agreement it appears that it is necessary to amend or supplement it for proper execution, the parties shall amend the agreement in a timely manner and by mutual agreement. If the nature, scope, or content of the agreement, whether at the request or instruction of the Counterparty or due to competent authorities, etc., is changed and thereby the agreement is qualitatively and/or quantitatively changed, this may also have consequences for what was originally agreed upon. As a result, the originally agreed amount may be increased or decreased. The Supplier will provide a price quotation as much as possible in advance. A change in the agreement may also change the originally specified execution period. The Counterparty accepts the possibility of changing the agreement, including the change in price and execution period.

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9. If the agreement is amended, including an addition, the Supplier is entitled to execute it only after approval has been given by the person authorized within the Supplier and the Counterparty has agreed to the price and other conditions specified for the execution, including the time at which it will be executed. Failure or immediate execution of the amended agreement does not constitute a breach by the Supplier and is not grounds for the Counterparty to terminate the agreement. Without being in default, the Supplier may refuse a request to amend the agreement if this could have consequences in terms of quality and/or quantity, for example, for the work to be performed or the goods to be delivered in that context.
10. If the Counterparty fails to fulfill properly what he is obliged to do towards the Supplier, the Counterparty is liable for all damage (including costs) incurred by the Supplier thereby directly or indirectly.
11. If the Supplier agrees on a fixed price with the Counterparty, the Supplier is nevertheless at all times entitled to increase this price without the Counterparty being entitled to terminate the agreement on that account, if the price increase results from a power or obligation pursuant to the law or regulations or finds its cause in an increase in the price of raw materials, wages, etc., or on other grounds that were not reasonably foreseeable at the conclusion of the agreement.
12. If the price increase, other than as a result of an amendment to the agreement, exceeds 10% and occurs within three months after the conclusion of the agreement, only the Counterparty entitled to rely on Title 5, Section 3 of Book 6 of the Dutch Civil Code is entitled to terminate the agreement by written declaration, unless the Supplier is still willing to perform the agreement based on the originally agreed terms, or if the price increase results from a power or obligation on the part of the Supplier pursuant to the law, or if it has been stipulated that delivery will take place more than three months after the purchase.

Article 4 Suspension, Termination, and Interim Termination of the Agreement

1. The Supplier is authorized to suspend the performance of obligations or terminate the agreement if:
 - the Counterparty fails to fulfill, not fully or not timely, the obligations under the agreement;
 - circumstances come to the attention of the Supplier after the conclusion of the agreement that give good reason to fear that the Counterparty will not fulfill the obligations;
 - the Counterparty was requested to provide security for the performance of its obligations under the agreement at the conclusion of the agreement, and this security is not provided or is insufficient;
 - if due to delay on the part of the Counterparty, it is no longer reasonable to expect the Supplier to fulfill the agreement under the originally agreed

conditions, the Supplier is entitled to terminate the agreement.

2. Furthermore, the Supplier is entitled to terminate the agreement if circumstances arise that are of such a nature that fulfillment of the agreement is impossible, or if circumstances arise otherwise that are of such a nature that unmodified maintenance of the agreement cannot reasonably be expected from the Supplier.
3. If the agreement is terminated, the claims of the Supplier against the Counterparty become immediately due and payable. If the Supplier suspends the performance of obligations, it retains its rights under the law and the agreement.
4. If the Supplier proceeds to suspension or termination, it is in no way obligated to compensate for damages and costs incurred thereby in any way.
5. If the termination is attributable to the Counterparty, the Supplier is entitled to compensation for the damages, including costs, directly and indirectly incurred thereby.
6. If the Counterparty fails to fulfill its obligations arising from the agreement and this non-compliance justifies termination, the Supplier is entitled to terminate the agreement immediately and with immediate effect without any obligation on its part to pay any compensation or indemnity, while the Counterparty, due to default, is obliged to pay compensation or indemnification.
7. If the agreement is terminated prematurely by the Supplier, the Supplier will, in consultation with the Counterparty, ensure the transfer of work still to be performed to third parties. This unless the termination is attributable to the Counterparty. If the transfer of work entails additional costs for the Supplier, these will be charged to the Counterparty. The Counterparty is obliged to pay these costs within the specified period, unless the Supplier indicates otherwise.
8. In the event of liquidation, (application for) suspension of payments or bankruptcy, seizure - if and insofar as the attachment is not lifted within three months - against the Counterparty, debt restructuring, or any other circumstance that causes the Counterparty to no longer freely dispose of its assets, the Supplier is free to terminate the agreement immediately and with immediate effect or to cancel the order or agreement, without any obligation on its part to pay any damages or compensation. The claims of the Supplier against the Counterparty become immediately due and payable in that case.
9. If the Counterparty cancels an order placed in whole or in part, the goods ordered or prepared for this purpose, increased by any delivery, transport, and delivery costs thereof, and the labor time reserved for the execution of the agreement, will be charged in full to the Counterparty.

Article 5 Force Majeure

1. The Supplier is not obligated to fulfill any obligation towards the Counterparty if he is hindered from

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doing so as a result of circumstances not attributable to fault, and which are not for his account under the law, a legal act, or prevailing views in society.

2. Force majeure, as understood in these general terms and conditions, in addition to what is understood by it in law and jurisprudence, includes all external causes, foreseen or unforeseen, over which the Supplier cannot exercise any influence, but which prevent the Supplier from fulfilling his obligations. This includes strikes in the Supplier's company or in those of third parties. The Supplier also has the right to invoke force majeure if the circumstance that prevents (further) fulfillment of the agreement occurs after the Supplier should have fulfilled his obligation.
3. During the period that force majeure continues, the Supplier may suspend the obligations under the agreement. If this period lasts longer than two months, then each party is entitled to terminate the agreement without obligation to compensate damages to the other party.
4. Insofar as the Supplier has partially fulfilled his obligations under the agreement at the time of the occurrence of force majeure or will be able to fulfill them, and the fulfilled or to be fulfilled part has an independent value, the Supplier is entitled to invoice the part already fulfilled or to be fulfilled separately. The Counterparty is obliged to pay this invoice as if it were a separate agreement.

Article 6 Payment and Collection Costs

1. Payment must be made within 14 days of the invoice date, in the currency invoiced, unless otherwise indicated by the Supplier in writing. The Supplier is entitled to invoice periodically.
2. If the Counterparty defaults on the timely payment of an invoice, the Counterparty is automatically in default. In such case, the Counterparty shall owe interest of 1% per month, unless the statutory interest is higher, in which case the statutory interest shall apply. The interest on the outstanding amount shall be calculated from the moment the Counterparty is in default until the full amount is paid.
3. The Supplier has the right to apply payments made by the Counterparty, firstly to reduce costs, then to reduce any outstanding interest, and finally to reduce the principal amount and current interest.
4. The Supplier may refuse an offer of payment without being in default if the Counterparty designates a different sequence for the allocation of payment. The Supplier may refuse complete repayment of the principal amount if the outstanding and current interest, as well as collection costs, are not also paid.
5. The Counterparty is never entitled to set off amounts owed to the Supplier.
6. Objections to the amount of an invoice do not suspend the payment obligation. The Counterparty, who is not entitled to appeal to section 6.5.3, is also not entitled to suspend payment of an invoice for any other reason.

7. If the Counterparty defaults on or is in breach of its obligations (timely), all reasonable costs incurred in obtaining satisfaction out of court shall be borne by the Counterparty. The extrajudicial costs shall be calculated based on the prevailing practice in the Dutch collection industry, currently according to the method specified in Report Voorwerk II. However, if the Supplier has incurred higher collection costs that were reasonably necessary, the actual costs incurred shall be eligible for reimbursement. Any judicial and enforcement costs incurred shall also be charged to the Counterparty. The Counterparty shall also owe interest on the incurred collection costs.

Article 7 Retention of Title

1. All goods delivered by the Supplier under the agreement shall remain the property of the Supplier until the Counterparty has duly fulfilled all obligations arising from the agreement(s) concluded with the Supplier.
2. Goods delivered by the Supplier, which fall under the retention of title pursuant to paragraph 1, may not be resold or used as a means of payment under any circumstances. The Counterparty is not authorized to pledge or encumber the goods subject to retention of title in any other way.
3. The Counterparty shall always do everything that can reasonably be expected of them to secure the ownership rights of the Supplier.
4. If third parties attach the goods delivered under retention of title or wish to establish or enforce rights thereto, the Counterparty is obliged to immediately inform the Supplier thereof.
5. The Counterparty undertakes to insure the goods delivered under retention of title against fire, explosion, and water damage as well as theft and to keep them insured, and to show the policy of this insurance to the Supplier for inspection upon first request. In the event of any payout under the insurance policy, the Supplier is entitled to these amounts. To the extent necessary, the Counterparty hereby undertakes in advance to cooperate with the Supplier in all respects that may be necessary or desirable in that context.
6. In the event that the Supplier wishes to exercise its ownership rights as described in this article, the Counterparty hereby unconditionally and irrevocably grants permission in advance to the Supplier and third parties designated by the Supplier to enter all places where the Supplier's properties are located and to take back those goods.

Article 8 Warranties, Inspection, Complaints, and Statute of Limitations

1. The goods to be delivered by the Supplier shall meet the usual requirements and standards that can be reasonably expected at the time of delivery, and for which they are intended for normal use in the Netherlands. The warranty mentioned in this article applies to goods intended for use within the Netherlands. When used outside the Netherlands,

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- the Counterparty must verify whether such use is suitable and complies with the conditions imposed. In that case, the Supplier may impose different warranty and other terms regarding the goods to be delivered or services to be performed.
- The warranty mentioned in paragraph 1 of this article applies for a period of 1 year after delivery, unless the nature of the delivered goods dictates otherwise or unless otherwise agreed by the parties. If the warranty provided by the Supplier concerns goods produced by a third party, the warranty is limited to that provided by the manufacturer of the goods, unless otherwise stated.
 - Any form of warranty shall lapse if a defect arises as a result of or arises from improper or unauthorized use thereof, use after the expiration date, incorrect storage, or maintenance thereof by the Counterparty and/or by third parties, when alterations have been made to the goods without written consent from the Supplier, or when other items have been attached to them that should not be attached, or if they have been processed or modified in a manner other than prescribed. The Counterparty is also not entitled to warranty if the defect arises from or is the result of circumstances beyond the Supplier's control, including weather conditions (such as, but not limited to, extreme rainfall or temperatures).
 - The Counterparty is obliged to (have) examine(d) the delivered goods immediately at the time the goods are made available to him or the relevant work has been carried out. The Counterparty must examine whether the quality and/or quantity of the delivered goods correspond to what has been agreed and meet the requirements that the parties have agreed in this respect. Any visible defects must be reported to the Supplier in writing within seven days after delivery. Any non-visible defects must be reported to the Supplier in writing immediately, but in any case no later than fourteen days after discovery. The notification must contain the most detailed description possible of the defect, so that the Supplier can respond adequately. The Counterparty must allow the Supplier to examine a complaint.
 - If the Counterparty complains in a timely manner, this does not suspend his payment obligation. In that case, the Counterparty also remains obliged to take delivery of and pay for the other goods ordered.
 - If a defect is reported at a later time, the Counterparty no longer has the right to repair, replacement, or compensation.
 - If it is established that a good is defective and a complaint has been made in a timely manner, the Supplier shall, at its option, replace the defective good within a reasonable period after its return or, if return is reasonably impossible, provide a written notification of the defect by the Counterparty, or repair it or provide compensation for it. In the event of replacement, the Counterparty is obliged to return the replaced good to the Supplier and transfer ownership thereof to the Supplier, unless the Supplier indicates otherwise.
 - If it is determined that a complaint is unfounded, then all costs incurred as a result thereof, including investigation costs, shall be borne in full by the Counterparty.
 - After the warranty period has expired, all costs for repair or replacement, including administrative, shipping, and travel costs, shall be invoiced to the Counterparty.
 - In deviation from the statutory limitation periods, the limitation period for all claims and defenses against the Supplier and the third parties involved by the Supplier in the execution of an agreement is one year.
- ### Article 9 Liability
- If the Supplier is liable, this liability is limited to what is stipulated in this provision.
 - The Supplier is not liable for any damages of any kind caused by the Supplier relying on incorrect and/or incomplete data provided by or on behalf of the Counterparty.
 - If the Supplier is liable for any damages, the liability of the Supplier is limited to a maximum of the invoice value of the order, or at least to that part of the order to which the liability relates.
 - In any case, the liability of the Supplier is always limited to the amount paid out by its insurer, if applicable.
 - The Supplier is solely liable for direct damages.
 - Direct damages solely refer to reasonable costs to determine the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these terms, any reasonable costs incurred to make the defective performance of the Supplier comply with the agreement, to the extent that these costs can be attributed to the Supplier, and reasonable costs incurred to prevent or limit damage, provided that the Counterparty demonstrates that these costs have led to the limitation of direct damages as referred to in these general terms and conditions.
 - The Supplier is never liable for direct or indirect damages caused by storm, wind, fire, lightning, water, or other damages caused by force majeure on the part of the Supplier.
 - The Supplier is never liable for indirect damages, including consequential damages, loss of profit, loss of savings, and damages due to business interruption.
 - The limitations of liability set forth in this article do not apply if the damage is due to intentional misconduct or gross negligence on the part of the Supplier or its managerial subordinates.
- ### Article 10 Transfer of Risk
- The risk of loss, damage, or depreciation transfers to the Counterparty at the moment when the goods are brought into the possession of the Counterparty.

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Article 11 Indemnification

1. The Counterparty indemnifies the Supplier against any claims from third parties that suffer damage in connection with the execution of the agreement and for which the cause is attributable to parties other than the Supplier.
2. If the Supplier is held liable by third parties in this regard, the Counterparty is obliged to assist the Supplier, both extrajudicially and judicially, and to take immediate action as expected in such a case. If the Counterparty fails to take adequate measures, the Supplier is entitled to take action without prior notice. All costs and damages incurred by the Supplier and third parties as a result thereof shall be borne entirely by the Counterparty.

Article 12 Intellectual Property

1. The Supplier reserves all rights and powers granted to him under the Copyright Act and other intellectual property laws and regulations. The Supplier has the right to use the knowledge gained by the execution of an agreement for other purposes, provided that no strictly confidential information of the Counterparty is disclosed to third parties.

Article 13 Applicable Law and Disputes

1. All legal relationships in which the Supplier is a party shall be governed exclusively by Dutch law,

even if performance is carried out wholly or partially abroad or if the party involved in the legal relationship has its domicile there. The applicability of the Vienna Sales Convention is excluded.

2. The court in the place of establishment of the Supplier shall have exclusive jurisdiction to hear any disputes, unless the law mandates otherwise. Nevertheless, the Supplier has the right to submit the dispute to the competent court according to the law.
3. Parties shall only resort to a court after they have made every effort to settle a dispute amicably through mutual consultation.

Article 14 Location and Amendment of Conditions

1. These terms and conditions have been deposited with the Chamber of Commerce in Utrecht.
2. The version of the terms and conditions that was deposited at the time of the establishment of the legal relationship with the Supplier shall always apply.
3. The Dutch text of the general terms and conditions shall always prevail for the interpretation thereof.