

### Article 1 Definitions

For the purpose of these General Terms and Conditions, the following definitions apply: Contractor: Euroloop Calibrations operating under the trade name Euroloop. Client: the natural person or legal entity who places an order with the contractor.

### Article 2 General

2.1 Unless explicitly agreed otherwise in writing by both parties, these General Terms and Conditions apply to all quotations and offers made by contractor to client (hereinafter 'offer'), and all orders and purchases (hereinafter: 'order' or 'agreement') resulting from such offer between the contractor and the client.

2.2 The contractor shall be bound by an order only if and insofar as it has been explicitly accepted and confirmed in writing by client.

2.3 Written offers shall be kept open for a period of four weeks, unless otherwise stated in the order.

2.4 Amendments, additions and/or extensions of the order, or deviations from the General Terms and Conditions will only be binding after they have been agreed upon in writing between the parties, and will only relate to the order for which they have been drawn up.

2.5 The applicability of the general purchase conditions used by client is herewith explicitly excluded.

### Article 3 Prices and Payments

3.1 Orders shall be accepted either on a fixed price basis or on a subsequent costing basis.

3.2 If a fixed price is agreed, a separate charge may be made for costs or cost increases which could not reasonably have been foreseen at the time when the agreement was concluded.

3.3 If the agreed completion date for the order is exceeded by more than three months through no fault of the contractor, the price shall be fixed on a subsequent costing basis, using the original agreed amount as a basic price.

3.4 If no fixed price is agreed, the amount payable shall be determined on a subsequent costing basis in accordance with the contractor's usual methods and rates. If the contractor has stated a basic price, this shall constitute no more than a non-binding estimate of the costs.

3.5 For orders of EUR 12.000 and higher, with an expected term for the duration of more than three months, the contractor can, at the client's request, set a limit on the price which, once reached, automatically relieves the contractor of any obligation to continue the work, if and in so far as this would entail spending more on the execution of the order than the set limit.

3.6 The contractor reserves the right to invoice the client periodically for work already performed and is entitled to demand advance payment or security for payment.

3.7 In the event of failure to pay by the due date, or to provide the required security for payment, the contractor cannot be held to its obligation to continue the work, without prejudice to contractor's remaining rights. Contractor retains all goods and documents belonging to client as security until the moment on which the amount payable by client to contractor has been paid in full.

3.8 The client shall pay an invoice within 30 days of the invoice date, without deductions or retention of any amounts owed by the contractor. If the client fails to pay within this term, he shall be legally in default, with no notification of default being required, and shall be obliged to pay interest for trade agreements at the official rate, calculated from the final payment date, as well as legal and extra-judicial debt collection costs.

3.9 Unless otherwise agreed, all payments for work performed, prices and other costs shall be exclusive of value added tax (VAT) and other taxes and levies.

3.10 If in relation to the work performed, the contractor or its personnel should become involved as expert-witness or in any other capacity in legal, arbitration or other proceedings, the client shall pay the contractor for the work and costs pertaining to this involvement, on the basis of the contractor's rates at that moment.

3.11 All agreements shall be deemed to have been concluded in euros.

### Article 4 Cancellation, Postponement or Extensions

4.1 Orders shall be fulfilled within the stated or estimated period in the order, unless this proves impossible. If it becomes clear that completion is likely to be late, the contractor shall consult the client as soon as possible. Contractor will not be in default without notice of default by the mere expiry of the period.

4.2 The period within which the work must be completed shall commence after the agreement has been concluded, but not before the contractor has received all the necessary information and data, and all the required permits, approvals and/or exemptions have been granted.

4.3 In the event of any postponement or extension of the work entailed in the order, the client shall be charged for any additional expenses in so far as the contractor cannot be held responsible for such postponement or extension.

4.4 The client shall pay compensation for all costs and damages suffered by the contractor resulting from any entire or partly cancellation or postponement of the agreement by the client, if and in so far as the cause of such cancellation or postponement cannot be attributed to the contractor.

### Article 5 Guarantee

5.1 Without prejudice to the provisions of Article 12, the contractor guarantees the effectiveness of the design and the quality of the materials used in the goods it supplies for a period of 1 year from the date of delivery. If a third party from whom the contractor acquired all or part of the goods concerned offers a more limited guarantee, the contractor's guarantee to the client shall be adjusted accordingly. The contractor is not bound to offer any other indemnity or guarantee with respect to the goods supplied. Defects will be remedied by contractor without any cost to the client.

5.2 All guarantee obligations expire if:

- Client makes changes, reparations and/or performs other activities on the goods supplied by itself or has this done by a third party;
  - the goods supplied are or have not been accurately used or treated in accordance with the delivered or applicable regulations or the directions for use or is or has been in any other way improperly used, maintained or treated;
  - the goods supplied are or have been used for other purposes than for what they are meant to be used;
- Contractor's warranty does not cover normal wear and tear.

5.3 Without prejudice to the provisions of Article 12, the contractor guarantees to use its best efforts to perform the services conforming to the agreed quality, accuracy and traceability, however, without guaranteeing the achievement of any specific result envisaged by the client.

5.4 All of client's claims with respect to the agreement will lapse when one year as from the date of calibration, as indicated on the certificate has expired.

### Article 6 Transport, Storage and Return Deliveries

6.1 Goods should be delivered to and collected from the contractor's offices, unless otherwise agreed.

6.2 The costs of loading, unloading, packaging and transportation of goods mentioned in the agreement are not included in the price and shall be charged separately unless otherwise agreed upon in the offer.

6.3 Loading, unloading and transportation of goods covered by the agreement shall take place at the client's risk and expense, even if transports of goods dispatched by the contractor require transport documents to state that the sender bears the risk for all damages occurring during transportation, unless otherwise agreed upon in the offer.

6.4 The contractor shall, if possible, keep goods supplied by client for tests, or the remains thereof, for one week following the date of the final invoice. The client shall supply the goods under the agreement, including but not limited to equipment to be tested, in such state that the contractor can, under the testing- and other conditions indicated in writing to him, execute the agreement without causing damages to goods or people.

6.5 If the client fails to arrange for the return of goods made available to the contractor under the order within one week of the date of the final invoice, the contractor is at liberty to take appropriate action. Any costs incurred as a result shall be paid by the client. The contractor is

entitled to retain such goods, documents and the like as securities for as long as the client fails to meet his commitments.

6.6 The contractor is entitled to retain goods, documents and the like as securities for as long as the client fails to meet his commitments.

### Article 7 Confidentiality

7.1 The contractor is, except in so far as determined differently by law, obliged to maintain the confidentiality of any knowledge acquired in the execution of the order, if he knows or could reasonably assume that this is necessary.

7.2 If misunderstandings arise, or threaten to arise, because the client informs third parties of the results of a study, the contractor shall be relieved of its confidentiality commitments to the extent that can reasonably be considered necessary to explain the results to such third parties. The contractor shall notify the client accordingly.

### Article 8 Subcontracting

8.1 The contractor is authorized to employ third parties and guarantees their compliance with the confidentiality provisions of Article 7.

8.2 The involvement of third parties as referred to in article 8.1 will not discharge contractor in any way from its obligations or affect its liability under the General Terms and Conditions.

### Article 9 Availability of Equipment

9.1 The contractor is not liable for damages to or by persons, machines, equipment, research areas and other materials and/or facilities made available by the client to the contractor or to a third party employed by the contractor, and client holds contractor harmless from all claims in this respect.

### Article 10 Power of Disposal and Copyright

10.1 Without prejudice to the provisions of the Copyright Act ('Auteurswet'), and with the exception of the provisions of Article 7 of these General Terms and Conditions, the client holds sole power of disposal over the reports, advisory reports etc. supplied to her by the contractor under the agreement.

10.2 The client may only publish such reports verbatim and in full, quoting the name of the contractor as author. Publication in any other form may take place only with the written permission of the contractor.

10.3 The results of the agreement and the name of the contractor may be used for commercial purposes only with the separate, written permission of the contractor.

### Article 11 House Rules/Safety Regulations

The client and its personnel undertake to comply with the 'house rules' and strict safety regulations which apply to the use of buildings or sites of the contractor, when on such premises. The client shall ensure that its personnel conduct themselves in accordance with these rules. If one or more members of the personnel do not conduct themselves in accordance with the rules contractor has the right to take necessary measures and expel such member of the personnel from the premises. The contractor is not liable for damages suffered by the client or its personnel when on the contractor's premises.

### Article 12 Liability

12.1 Contractor will only be liable for damage or loss which is the direct consequence of an attributable shortcoming by contractor in the performance of its obligations. If, on account of the contractual liability referred to in the preceding sentence and/or for any other reason, contractor is liable, it will apply that contractor will only be liable for direct damage or loss of the client to at most the aggregate maximum of the price due by the client for the order.

12.2 The contractor and persons employed or subcontracted by the contractor in the execution of the order, is respectively, are not liable for damages suffered by the client in the application or use of the results of the contractor's work.

12.3 The client shall indemnify and hold harmless the contractor and all persons used or contracted by contractor for the performance of the agreement against all claims by third parties in so far as these relate to the application or use of the results of the contractor's work by client or by any other party who has obtained these results directly or indirectly from the client.

12.4 The client is liable for damages suffered by the contractor, and by persons employed or subcontracted by the contractor in the execution of the order, during time spent on the client's premises, or the premises of third parties in connection with the order. Provisions that limit client's liability in whole or in part do not apply and are not recognized by the contractor.

12.5 The contractor is not liable for damages resulting from defects in items supplied to the contractor and supplied to the client, unless and insofar as contractor has recourse on its supplier for such damage.

12.6 The client is liable for damages or extra work resulting from incorrect or incomplete information or data supplied to the contractor. The client indemnifies the contractor in full in this respect.

### Article 13 Force Majeure

13.1 Without prejudice to the other provisions of these General Terms and Conditions, the contractor can never be held liable for failure to meet its obligations to the client or failure to do so in time, as a result of force majeure. All circumstances which obstruct the normal performance of the contractor's work, such as war, fire and other destruction, operational stoppages of any kind whatsoever, strikes, illness of employees, government measures and the like are regarded as force majeure.

13.2 If third parties on which the contractor is dependent for the execution of the order fail to meet their commitments to the contractor or fail to do so on time due to circumstances which would have constituted force majeure for the contractor under the provisions of Clause 1 of this Article 13, such failure on the part of these third parties to meet commitments or to meet them in time shall also constitute force majeure for the contractor with respect to the client.

13.3 The contractor shall nevertheless do everything in her power to avoid, remove or reduce such conditions leading to force majeure in order to continue normal operations if at all possible.

### Article 14 Suspension and Termination

Without prejudice to the provisions of the other articles of these General Terms and Conditions, the client shall be considered to be in legal default if he fails to meet any commitment under the agreement, or fails to do so properly or in good time, as well as in the event of bankruptcy, a moratorium on payments, liquidation, or if he is placed under trust or receivership, and the contractor shall have the right, without any notification of default or legal intervention being required, to suspend the execution of the agreement or to terminate it in full or in part, at the contractor's choice without any liability for damages on the contractor's part and without prejudice to the contractor's right to compensation for damages suffered as a result of such default, suspension or termination. In such cases, all amounts due from the client to the contractor become payable with immediate effect.

### Article 15 Applicable Law and Jurisdiction

15.1 All agreements with the contractor are subject solely to the laws of the Netherlands.

15.2 Any disputes arising from this agreement shall be submitted exclusively to the competent court of the district of The Hague.

### Article 16 Final Provisions

16.1 These General Terms and Conditions have been filed with the Chamber of Commerce, the Netherlands under number 54.624.401, and are available for inspection at the offices of the contractor and can be obtained from there on request.

16.2 If any provision hereof would be entirely or partly invalid or ineffective for whatever reason, the remaining part shall nevertheless remain in full force. The invalid part of these General Terms and Conditions shall be deemed to be replaced by provisions which will as nearly as possible approximate the effect of the invalid part.