

General

The general terms and conditions are applicable to all offers and agreements between MEA-nl B.V. (further MEA-nl) and the Principal as referred to, unless explicitly excluded.

1. Definitions

- a. MEA-nl b.v. is a private owned company with limited liability. The company has its domicile in Den Helder (Netherlands) and will further be referred to as MEA-nl.
- b. Principal: Any natural or legal person who or which enters into any mutual cooperation or agreement with MEA-nl.
- c. MEA-nl Staff: MEA-nl staff or third parties contracted by MEA-nl.
- d. The Principal's Staff: The staff or third parties employed by the Principal.

2. Applicability of the Present General terms and conditions

- a. The present General terms and conditions shall be applicable to any agreement between MEA-nl and a Principal which may include the possible rendering of services and/or the supply of goods.
- b. These terms and conditions have been filed at the Chamber of Commerce.
- c. Applicable is the last registered version or the version valid at the time of the creation of the legal relationship with MEA-nl.
- d. The present General terms and conditions may be derogated from only in a written agreement.
- e. Any General terms and conditions and conditions used by the Principal shall be inapplicable.

3. Performance of the contract

- a. The objectives of the agreement, the method and the nature of the results shall be laid down in a proposal, which shall be referred to in the agreement.
- b. MEA-nl shall use all reasonable efforts to fulfil the contractual obligations using its best endeavours, in accordance with the state of the art at the time of the performance of the research and in accordance with all generally recognised standards and codes of practice.
- c. MEA-nl shall use all reasonable efforts to conduct the assignment within the period agreed, unless this cannot reasonably be required given the circumstances or natural conditions.
- d. When national administration or verification authorities do require additional or complementary work, not specified in the contract, an addendum to the agreement should be made.

4. Equipment and installations to be tested

- a. Before any equipment will be tested, Principal shall take care of proper installation of all equipment and components and Principal to ensure that all equipment is fit for its purpose and intrinsically safe for humans and environment.
- b. All shipment of goods, equipment and installations, including customs and clearance, will be for costs and risk of the Principal.
- c. Principal shall inform MEA-nl of properties of goods in connection with the research which might constitute a potential hazard and label such goods or their packaging accordingly.

- d. The Principal shall ensure that all data which MEA-nl requires or which the Principal in all reasonableness ought to understand is required for performing the research is provided to MEA-nl in a timely manner.
- e. Principal shall ensure that well-trained staff is available for the proper operation of the equipment and installations.
- f. Staff from MEA-nl is not allowed to operate equipment or installations from the Principal as well as staff from the Principal is not entitled to operate equipment or installations from MEA-nl.

5. Duration of the contract, early termination

- a. The duration of each task/project is included in the written agreement.
- b. The contract can be terminated prematurely in writing if either Party considers that the work cannot be conducted in accordance with the contract. In that case, notice of one month will be given in writing, except for contracts with a duration of less than two months.
- c. In case of early termination, invoices will be payable, based on the state of the work performed by MEA-nl. The Principal is also obliged to reimburse MEA-nl for the capacity reserved for him, which cannot be utilised elsewhere.
- d. In the event a state of bankruptcy of either party, suspension of payment or business operations, the other party has the right to terminate without notice the agreement. Invoices from MEA-nl to the Principal are immediately payable. The principal is liable for the damage suffered by MEA-nl, including loss of profits.

6. Liability

- a. MEA-nl can only be held liable for direct damages (such as damage to property, death or injury) directly resulting from a shortcoming verifiably attributable to MEA-nl in the performance of its obligations. Liability by MEA-nl is restricted to the insured value. Direct damage is exclusively:
 - 1. The reasonable costs incurred to establish the cause and extent of damage, where the establishment relates to damage in the sense of these conditions;
 - 2. The reasonable costs incurred for the poor performance of MEA-NL to the Agreement to answer unless this is not attributable to MEA-NL;
 - 3. The reasonable costs incurred to prevent or limit damage, so far the Principal demonstrates that said costs have led to the limitation of direct damage as referred to in these terms and conditions.
- b. MEA-nl's liability shall lapse if the damage can be attributed in whole or in part to the Principal's actions or failure to act, including a failure to comply with internal regulations and/or safety regulations and/or due to incorrect and/or incomplete data.
- c. MEA-nl shall never be liable for indirect damages, including but not limited to consequential damages, loss of profit, missed savings and damages incurred due to production stagnation and/or business interruption.
- d. MEA-nl, its personnel and others who are not its subordinates used by MEA-nl in connection with the performance of the contract shall not be liable for damage to objects of the Principal which MEA-nl has in its custody in connection with the performance of the contract.

7. Safeguard

The Principal indemnifies MEA-nl for any claims by third parties in connection with the execution of the contract. If MEA-nl should be addressed by third parties accordingly, then the Principal is held MEA-nl to assist and immediately to do what can be expected. If the Principal defaults in taking adequate measures, then MEA-nl, without notice, is entitled to do so. All costs and damages on the part of MEA-nl and third parties as a consequence, are for the account and risk of the Principal.

8. Reservation of rights and confidentiality

- a. MEA-nl retains the copyright on all goods produced written and digital documents. Transfer of copyright can only expressly be agreed upon in writing.
- b. As far as the work of MEA-nl includes drafting of texts and/or documents, the Principal gets the right to use these texts and/or documents for the purpose as agreed in the contract. The Principal is not entitled to use the texts and/or documents for other purposes.
- c. The right to use the documents above mentioned, remains the full property of MEA-nl until the work is completed and payment of fees and costs are fully submitted.
- d. Both parties are obliged to disclose any confidential information received in the context of their agreement from each other or from any other source. Information is considered to be confidential if the other party is notified or when it arises from the nature of the information. This includes, but is not limited to, all equipment, installations, technical data and procedures.
- e. If, pursuant to a statutory provision or a judicial decision, MEA-nl has to convey confidential information to a third party, then MEA-nl is not liable for damages or compensation and the Principal shall not be entitled to dissolve the agreement pursuant to any resulting damage.
- f. It is forbidden to make use of logos, brand names, images or any other material without written permission.

9. Invoice and payment

- a. MEA-nl is entitled to periodic invoicing in accordance with the terms of the agreement.
- b. Payment must be made within 14 days after the invoice date, in a manner to be specified by MEA-nl in the currency of the invoice.
- c. The price referred to in the proposal or the research proposal and/or the agreement shall exclude the value added tax (VAT) payable in the Netherlands, hereafter to be referred to as: 'BTW', and any other government charges, unless the contrary is indicated.
- d. The price shall in all cases be calculated 'ex works' MEA-nl (Incoterms 2000), unless the parties have agreed otherwise in writing.
- e. Costs for travel, board and lodging, including transport of goods and costs for communication are always excluded from the price given in the offer or contract, but will be payable by the Principal, unless otherwise expressed.
- f. If the work takes longer than originally agreed, MEA-nl is entitled to increase prices to correct for inflation correction and actual costs from 6 months after the scheduled commencement of the work.
- g. MEA-nl is entitled to demand full or partial advance payment for the service. In addition, MEA-nl is entitled to

require Principal security for the fulfilment of its financial obligations, if the creditworthiness of the Principal gives reason.

- h. If the Principal is negligent in the timely payment of an invoice, the Principal shall be in default. The Principal shall owe an interest of 1.5% per month, unless the statutory interest is higher, in which case the statutory interest prevails. The interest on the amount due will be calculated from the time the Principal is in default until the moment of payment of the full amount owed.
- i. If the Principal is in default or omission in the (timely) fulfilment of his obligations, all reasonable costs incurred in obtaining payment out of court on behalf of the Principal. The extrajudicial costs are calculated on the basis of the Dutch collection practice. Any judicial and execution costs will also be passed to the Principal. Collection costs also include interest.

10. Force majeure

- a. The execution of the agreement shall be suspended in the event of force majeure. If such a suspension has lasted for two months, the agreement may be terminated without judicial intervention with immediate effect by means of a registered letter, without entitling either party to any compensation for damage. In the event of partial compliance by MEA-nl, the Principal shall pay MEA-nl a reasonable proportion of the total price.
- b. Force majeure shall be considered to include: strikes, the illness or resignation of members of staff charged with executing the agreement, delays in the supply of materials, or weather conditions which may in reason delay or obstruct the execution of the research.

11. Transfer of Rights and Obligations

The Principal shall not be authorized to transfer the rights and obligations arising from the agreement to a third party without obtaining MEA-nl's written permission. This shall not be refused on unreasonable grounds, although MEA-nl shall be authorized to stipulate conditions for granting this permission.

12. Applicable law and disputes

- a. Only Dutch law applies to the contract, even if performance of the contract is wholly or partly be abroad. The Vienna Convention is excluded.
- b. Parties will use their best endeavours to settle any dispute under the contract. Only when this fails, parties are entitled to start a court case.
- c. Disputes will be brought to a Dutch the court.

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