

## General terms and conditions Peeters Robotic Solutions

### Definitions

- 1.1. In these general terms and conditions, the following terms are used in the following sense, unless explicitly stated otherwise.  
Peeters: the private company with limited liability Peeters Robotics & Controls B.V., trading under the name Peeters Robotic Solutions, having its registered office and place of business at (5107 RJ) Dongen, at De Slof 28B, registered with the Chamber of Commerce under number: KvK 67667244, the contractor and the party who refers to and makes use of these terms and conditions in his offer, quotation, order confirmation and/or Agreement;  
Client: any natural person or legal entity that is or will be in a contractual relationship with Peeters, of whatever nature, to whom the offer, quotation, order confirmation and/or Agreement is addressed;  
Parties: Peeters and Client;  
Agreement: the contract of assignment.

### Applicability

- 2.1 These General Terms and Conditions apply to all offers, quotations, order confirmations, in whatever form or in whatever way, of Peeters and to all Agreements concluded with Peeters.  
2.2 Deviation from the provisions of these General Terms and Conditions is only possible if expressly agreed in writing, in which case the other provisions of these General Terms and Conditions shall remain in full force. The agreed deviations shall then only apply to the Agreement in which that deviation has been agreed.  
2.3 If any provision of these general terms and conditions is null and void, is annulled or otherwise declared not enforceable, the other provisions of these general terms and conditions will remain in full force and the Parties will agree on a provision to replace the provision that is null and void, annulled or declared not enforceable, taking into account as much as possible the purpose and purport of the provision that is null and void, annulled or declared not enforceable.  
2.4 General terms and conditions used by Client are expressly rejected and are therefore not applicable unless Peeters has expressly agreed to this in writing.  
2.5 Peeters reserves the right to amend or supplement these General Terms and Conditions.

### Quotations and Agreements

- 3.1 Offers and prices of Peeters are without obligation, unless indicated otherwise in writing. If an offer or quotation from Peeters is accepted by the Client, Peeters shall be entitled to revoke the offer within two working days after receipt of the acceptance.  
3.2 An Agreement is deemed to be concluded at the moment of the written acceptance or confirmation by Peeters of an assignment to the Client within five working days of receipt of an assignment or by the actual execution of the relevant assignment by Peeters. An Agreement can be revoked by Peeters in case the Client does not meet one or more conditions or has not met them in the past. In that case Peeters shall inform the Client within ten days after receipt of the signed order confirmation.  
3.3 If prior to or during the execution of the Agreement it appears that for a proper execution it is necessary to change or supplement the work to be carried out, the Parties will amend the Agreement accordingly in good time and in mutual consultation. This must be done in writing.  
3.4 If changes of any kind are made to the Agreement by or on behalf of the Client, they require the explicit consent of Peeters.  
3.5 If the Parties agree that the Agreement will be amended or supplemented, the time of completion of the execution may be affected by this. Peeters will inform the Client as soon as possible. If the amendment or supplement to the Agreement has financial and/or qualitative consequences, Peeters shall inform the Client about this. If a fixed fee has been agreed upon, Peeters shall indicate to what extent the change or supplement will result in this fee being exceeded. Any additional costs associated with the amendment or supplement shall be for the account of the Client.

### Prices

- 4.1 All prices are in Euros and are exclusive of turnover tax (VAT) and other levies imposed or to be imposed by the government, unless explicitly stated otherwise in writing.  
4.2 A compound quotation shall not oblige Peeters to carry out part of the assignment for a corresponding part of the quoted price.  
4.3 All pre-calculations and/or budgets issued by Peeters are of an indicative nature only, from which no rights can be derived.  
4.4 Parties may agree on a fixed fee when the Agreement is concluded. This is further specified in the offer. If no fixed fee has been agreed, the fee will be determined on the basis of hours actually worked. The fee shall be calculated in accordance with Peeters' then prevailing hourly rates, valid for the period in which the work is performed, unless a different hourly rate has been agreed upon.  
4.5 The Client shall owe Peeters the price that Peeters has communicated to it in its order confirmation in accordance with article 3.3 of these general terms and conditions. Obvious errors in the quotation can also be corrected after the conclusion of the Agreement with Peeters.  
4.6 In the event of an Agreement involving periodic instalments to be paid by the Client, including maintenance contracts, Peeters shall be entitled to adjust the applicable prices and rates by means of a written notification within a period of at least one month, unless otherwise agreed in writing.  
4.7 If Peeters and the Client have agreed that Peeters shall enter into an Agreement with a third party on behalf of the Client and this third party increases its prices or rates, Peeters shall be entitled to apply such prices and/or rates to the Client with immediate effect.  
4.8 If the Client does not wish to agree to an adjustment of the prices and/or rates announced by Peeters as referred to in this article, the Client is entitled to terminate the Agreement in writing within seven working days of the said notification by the date stated in the notification on which the price and/or rate adjustment would take effect, unless the price and/or rate adjustment in question has been agreed upon beforehand between the Parties.

### Payment

- 5.1 Payment must always be made in euros, unless otherwise agreed in writing.  
5.2 Invoices from Peeters must be paid within thirty days of the invoice date. Deviation from this term is only possible if agreed in writing.

5.3 Contrary to what is stated in paragraph 2, Peeters is entitled, after obtaining written permission from the Client, to have amounts invoiced to the Client executed by means of a direct debit from the Client's giro or bank account. If the Client wishes to have the collection reversed within a period of thirty days, the Client must consult Peeters beforehand.

5.4 If the Client fails to pay the amounts due and payable, or fails to do so on time, the Client will be in default by the mere expiry of the term.

5.5 In the event of non-payment or late payment by the Client, the Client shall owe (compound) statutory commercial interest from the day on which payment should have been made at the latest until the day on which payment is made in full on the outstanding balance, whereby part of a month shall be counted as a full month.

5.6 The Client shall also bear all judicial and extrajudicial costs, of whatever nature, that Peeters incurred as a result of the Client's non-fulfilment of its (payment) obligations, including the costs of experts.

5.7 In the event of non-fulfilment of the (payment) obligations by the Client, Peeters is entitled to dissolve the Agreement with immediate effect or to suspend (further) delivery of products and/or services until the moment the Client has fulfilled the (payment) obligations in full, including payment of interest and costs due.

5.8 At Peeters' first request, the Client shall be obliged to provide security, to the satisfaction of Peeters, for all that which it owes Peeters on account of or in connection with Agreements or the non-fulfilment thereof in order to pay all his current or future debts to Peeters, on any account whatsoever.

5.9 The Client does not have the right of setoff, suspension, dissolution due to failure and/or destruction, except to the extent provided for in these general terms and conditions. Peeters has the right to set off all that it has to claim from the Client, whether or not due and payable and/or whether or not conditional.

### **Delivery and delivery times**

6.1 Deliveries of products and/or services always take place as soon as possible. If possible, Peeters will indicate the expected delivery time when the Agreement is concluded. This delivery time is only an indication, therefore no rights can be derived from it. Peeters can provide further information about the delivery time verbally or in writing. This information, too, is of an indicative nature only, and therefore no rights can be derived from it regarding the delivery time.

6.2 The delivery time and/or implementation period shall be estimated by Peeters. An agreed delivery time is not a fatal delivery time. Time is not of the essence.

6.3 Peeters is not bound by a any delivery date, fatal or otherwise, which cannot be met due to circumstances beyond its reasonable control that occurred after the Agreement came into force and effect, nor is Peeters bound by a (delivery) term or (delivery) date, fatal or otherwise, if the Parties have agreed to a change of the content, scope of the Agreement or a change in the approach to the execution of the Agreement. In this context, reference is made to Article 3.5.

6.4

a. If there are circumstances other than those known to Peeters when it determined the delivery time and/or execution period, Peeters may extend the delivery time and/or execution period by the time necessary to carry out the assignment under these circumstances. If the work cannot be fitted into Peeters' planning, it will be carried out as soon as commercially reasonably possible.

b. If there is additional work, the delivery time and/or execution period will be extended by the time needed to deliver the materials and parts (or have them delivered) and to carry out the additional work. If the additional work cannot be fitted into Peeters' planning, the work will be carried out as soon as the planning allows.

c. If there is a suspension of obligations by Peeters, the delivery period and/or implementation period will be extended by the duration of the suspension. If continuation of the work cannot be fitted into Peeters' planning, the work will be carried out as soon as the planning allows.

6.5. Exceeding the agreed delivery and/or execution period shall under no circumstances entitle the customer to compensation, unless this has been agreed in writing.

6.6 Unless expressly agreed otherwise in writing, shipment of the goods shall take place at the expense and risk of the Client, even if the transport is carried out by Peeters and/or at its expense.

### **Risk**

7.1 The risk of loss, damage, theft or misappropriation of the goods, documents, software, data files and/or data (hereinafter referred to as 'goods') that are the subject of an Agreement shall pass to the Client at the moment at which these goods have been delivered at the Client or an intermediary engaged by the Client, or at the moment at which Peeters has declared to the Client that the goods are kept at the Client's disposal.

### **Execution of services, delivery, installation and acceptance**

8.1 Peeters shall execute the Agreement to the best of its ability and in accordance with the requirements of good workmanship, based on the state of the art and science known at that time. If and in so far as required for the proper execution of the Agreement, Peeters shall be entitled to have certain activities carried out by third parties.

8.2 The Client shall ensure that all data and information which Peeters indicates are necessary or which the Client should reasonably understand to be necessary or possibly relevant for the execution of the Agreement are provided to Peeters in a timely manner. If the information required for the execution of the Agreement has not been provided to Peeters on time, Peeters shall be entitled to suspend the execution of the Agreement and/or to charge the additional costs resulting from the delay to the Client according to the usual rates.

8.3 The Client guarantees the correctness and completeness of all data and information provided to Peeters. Peeters is not liable for damages of any nature whatsoever resulting from incorrect and/or incomplete data or information provided by the Client.

8.4 The Client bears the risk of the selection, use, application and management in his organization of the equipment, software, websites, data files and other products and materials and of the services to be provided by Peeters.

8.5 Communication between the Parties will take place with due observance of the project organization, and/or procedures agreed in writing between the Parties to the extent possible.

8.6 Peeters will develop the software with care. Before commencing development and/or installation, Peeters may require the Client to agree to the specifications or the design. However, Peeters is not obliged to do so. Peeters has the right to suspend its activities until the moment that the Client or its Client for which the actual activities are carried out declares in writing that it fully and unconditionally agrees to the specifications or the design.

8.7 Peeters shall only install the software at the Client's or his Client's premises if agreed in writing between the Parties.

8.8 If Parties have not agreed that an acceptance test will be carried out, the Client shall accept the software in the state in which it is at the time of delivery.

### **Retention of title, formation and suspension**

9.1 Ownership of goods shall, notwithstanding the actual delivery, only be transferred to the Client after it has paid all that it owes pursuant to any Agreement with Peeters, including compensation of any interest and costs due, including earlier or later deliveries and any activities carried out or to be carried out with regard to the goods.

9.2 The retention of title as described in article 9.1 also applies to new goods formed by the Client, which have been created with goods (also) delivered by Peeters. In such case, the Client shall be the owner of the new item, but Peeters shall remain the owner of the newly formed item until the Client has fulfilled all obligations arising from the Agreement.

9.3 The Client may not, before ownership of the goods has been transferred, encumber, sell, resell, alienate or otherwise encumber them with any right or in any way.

9.4 Peeters may retain goods, products, property rights, data, documents, software, data files and results of the services of the Client within the framework of the Agreement, despite an existing obligation to surrender, until the Client has paid all amounts owed to Peeters.

### **Intellectual property and indemnity**

10.1 The Client explicitly acknowledges that all intellectual property rights to the information, communications or other expressions concerning the products, services and/or the Internet site are vested in Peeters, its suppliers or other entitled parties.

10.2 The Client is prohibited from making use of or making changes to the intellectual property rights as described in this article, such as, for example, reproduction without the express prior written consent of Peeters, its suppliers or other entitled parties.

10.3 The Client is prohibited from removing and/or changing any indication concerning intellectual property rights from or of the products delivered by Peeters.

10.4 Peeters is allowed to take technical measures to protect its products and services, in particular software. If Peeters has secured its products and/or services by means of technical protection, the Client is not permitted to remove and/or evade this security.

10.5 All documents provided by Peeters to the Client, such as reports, advice, Agreements, designs, sketches, drawings, software and the like are exclusively intended to be used by the Client for the purpose agreed upon by the Client with Peeters and may not be reproduced, disclosed, pledged or otherwise encumbered by the Client without the prior consent of Peeters, or brought to the attention of third parties, unless the nature of the documents provided dictates otherwise. The intellectual property on these documents rests with Peeters and these documents are and remain the property of Peeters, unless otherwise agreed between the Parties.

10.6 If the Client has fully complied with its obligations under the Agreement concluded with Peeters, it shall receive a non-exclusive and non-transferable license, without the right to sublicense to use the software, software, data files, equipment or other materials produced by Peeters for the benefit of the Client, such as reports, quotations, analyses and the like (hereinafter referred to as matters). The intellectual property on the goods produced by Peeters rests with Peeters and remains the property of Peeters, unless otherwise agreed between the Parties. Peeters declares that it is the creator of what has been manufactured or supplied as set out in the Dutch Copyright Act.

10.7 If Peeters is prepared to undertake to transfer an intellectual property right, such an undertaking can only be entered into explicitly and in writing. The ideas, designs, algorithms, documentation, programming languages, protocols, standards, techniques, applications and the like which are or have been applied by Peeters for the benefit of the products manufactured for the Client, may also be applied by Peeters to other products or used for other purposes. Peeters is entitled to use the knowledge gained through the execution of the work under the Agreement for other purposes, insofar as no confidential information of the Client is disclosed to third parties.

10.8 In the event of violation of the aforementioned provisions in this article, the Client shall forfeit to Peeters an immediately payable fine of € 10.000,- for each violation, increased by an amount of € 500,- for each day that the violation continues. The above does not affect Peeters' right to recover the actual damage suffered from the Client instead of the fine.

10.9 The Client guarantees Peeters that no rights of third parties prevent its use of the goods or services provided by Peeters. The Client shall indemnify Peeters against any claim of a third party as a result of the use of the goods and services by the Client

### **Return of goods made available**

11.1 If Peeters has made goods available to the Client during the execution of the Agreement, the Client shall be obliged after execution or dissolution of the Agreement to return the delivered goods within 14 days in their original state, free of defects and in full. If the Client fails to comply with this obligation, all resulting costs shall be for its account.

11.2 If, for whatever reason, after a notice to that effect, the Client still remains in default with the obligation referred to in paragraph

11.3, Peeters shall be entitled to recover all damages and costs, including replacement costs, from the Client.

### **Warranty and liability**

12.1 For products delivered by Peeters, only the warranty as provided by the manufacturer of the product will apply. Peeters exclusively fulfils a counter function for the Client during such a guarantee period. With regard to software developed by Peeters on the instruction of the Client, Peeters cannot guarantee that this software is suitable for the actual and/or intended use by the Client or that it will work without interruptions, errors or defects at all times.

12.2 If Peeters is liable as a result of breach or default under an Agreement or for any other reason, the liability shall be limited to compensation of the direct damage up to a maximum of the amount of the price stipulated in that Agreement (excluding VAT). If the Agreement is mainly a continuing performance contract with a term of more than one year, the price agreed for the Agreement is the total of the fees (excluding VAT) agreed for one year. Under no circumstances shall Peeters' total liability for direct damage or damage due to death, physical injury and/or due to material damage to goods, for whatever reason, exceed the total amount of € 75,000 (seventy five thousand euros).

12.3 Peeters is never liable for indirect damage, including but not limited to: consequential damage, loss of profit, missed savings, loss of goodwill, damage as a result of claims from customers of the Client and damage due to business stagnation. Peeters is also not liable for mutilation, destruction or loss of data or documents.

12.4 The limitations of liability included in this article do not apply in the event of gross negligence or willful misconduct of Peeters.

12.5 A condition for the existence of any right to compensation is always that the Client reports the damage to Peeters in writing as soon as possible after it has arisen. Any claim for damages shall lapse by the mere expiry of 12 months after the occurrence of the claim, but in any case after 24 months after the termination of the assignment.

12.6 The Client indemnifies Peeters against all claims by third parties for product liability as a result of a defect in a product or system delivered by the Client to third parties, which partly consisted of equipment, software or other materials delivered by Peeters, unless and insofar as the Client proves that the damage was caused by that equipment, software or other materials.

12.7 The provisions of this article as well as all other limitations and exclusions of liability referred to in these general terms and conditions shall also apply in favor of all (legal) persons Peeters uses in the execution of the Agreement.

### **Force majeure**

13.1 In the event of force majeure, Peeters shall not be obliged to fulfil its obligations towards the Client, or the obligation shall be suspended for the duration of the Force Majeure.

13.2 Force Majeure shall mean any circumstance beyond Peeters reasonable control as a result of which the fulfilment of its obligations towards the Client is wholly or partly, temporarily or otherwise, prevented or made more difficult. This circumstance includes, but is not limited to: strikes, fire, business interruptions, energy failures, failures in a (telecommunication) network or connection or of used communication systems and/or the unavailability of Peeters employees at any time, force majeure of suppliers of Peeters, non-delivery or late delivery of suppliers appointed by the Client, defectiveness of goods the use of which has been prescribed to Peeters by the Client and the absence of any permit to be obtained by the government.

13.3 If maintenance contracts specifically stipulate that a Peeters employee will carry out the system administration, there shall also be force majeure if this employee, for whatever reason, cannot be deemed capable of performing the agreed work. Peeters is then allowed to have another employee perform the work.

13.4 If a period of force majeure lasts longer than three months, the Parties are entitled to terminate the Agreement in writing, without either party being entitled to compensation. What has already been performed on the basis of the Agreement shall in that case be settled proportionally.

13.5 With the exception of the provisions of paragraph 4, the Client is not authorized to terminate the Agreement due to force majeure.

### **Dissolution and termination**

14.1 Both Peeters and the Client may dissolve the Agreement due to a breach or default under the Agreement, but only if the other party is in default after a written notice of default giving a reasonable period to remedy the breach or default. Payment by the Client as well as all obligations to cooperate by the Client or third parties to be engaged by the Client shall be deemed to be essential obligations under the Agreement.

14.2 Performance by Peeters before it is in default and the related payment obligation of the Client shall not be subject to cancellation in the event of dissolution. Amounts invoiced to the Client for these services shall remain payable in full.

14.3 An Agreement that has been entered into for an indefinite period of time and that, by its nature, does not end by completion, may be terminated by either party by written notice after proper business consultation and giving reasons, whereby a notice period of at least two calendar months must be observed, unless another notice period has been agreed in writing. If the Agreement is terminated by Peeters, it shall not be obliged to pay any compensation to the Client.

14.4 The Client is not entitled to terminate a fixed-term Agreement prior to the expiration of the term, unless agreed otherwise in writing.

14.5 Either party may terminate the Agreement with immediate effect, without notice of default being required, if the other party is granted a suspension of payments, if a petition for bankruptcy is filed in respect of the other party, if the other party's business is wound up or terminated, or if decisive control over the other party's business changes. Due to a termination as referred to in this paragraph, Peeters shall never be liable to refund amounts received or to pay damages.

### **Secrecy**

15.1 Both Parties are obliged to maintain the confidentiality of all confidential information obtained within the framework of the Agreement from each other or from another source. Information is considered confidential if this has been communicated by the other party or if this results from the nature of the information.

15.2 If, based on a statutory provision or a judicial decision, Peeters is obliged to provide confidential information to third parties designated by law or by the competent court, and Peeters cannot in this regard enforce its right to refuse to give evidence or a right to refuse to give evidence recognized or permitted by the competent court, Peeters shall not be obliged to pay damages or compensation and the other party shall not be entitled to dissolve the Agreement on the grounds of any damage resulting from this. This applies reciprocally if the Client is obliged to provide confidential information.

### **Applicable law and competent court**

16.1 All offers, promotions, quotations and Agreements are exclusively governed by Dutch law. Applicability of the Vienna Convention on Contracts for the International Sale of Goods is excluded.

16.2 All disputes relating to or arising from offers, actions and/or quotations made by Peeters or Agreements concluded with Peeters shall be submitted to the competent court in the district of Zeeland-West Brabant location Breda, unless the law expressly designates another court as competent.

16.3 Peeters is also entitled, at its discretion, to submit a dispute to the Foundation for the Settlement of Automation Disputes (Stichting Geschillenoplossing Automatisering, [www.sgoa.org](http://www.sgoa.org)). In such a case, the Client undertakes to actively participate in the method of dispute resolution chosen by Peeters.

## **ARTICLE 17 - AMENDMENTS**

17.1 Peeters is entitled to amend these General Terms and Conditions. The Client shall be deemed to have accepted the alterations in question if Peeters has not received a written protest against the alterations within 14 days after Peeters has notified Peeters in writing that the alterations will take place.

17.2 These terms and conditions have been filed with the Chamber of Commerce in Breda under number .....

17.3 The Dutch text of the general terms and conditions is always prevailing for the interpretation thereof.

## **SPECIFIC PROVISIONS FOR RENTAL**

### **ARTICLE 18 - GENERAL**

18.1 These provisions apply additionally to the provisions of the general part of these terms and conditions.

18.2 In so far as there is any conflict between the general part of these general terms and conditions and the specific rental provisions, these specific rental conditions shall prevail.

18.3 Peeters is permitted to assign its rights and obligations arising from the Agreement to a third party and/or to sell the leased property to a third party. Client will be informed of such a transfer in writing.

### **ARTICLE 19 - RENTAL PERIOD**

19.1 Unless otherwise agreed in writing, the rental period shall commence on the day of delivery or, in the case of an unfinished Product, on the day of Delivery.

19.2 The lease term ends on the date indicated in the Agreement (the "end date") without prejudice to Peeters' right to terminate the Agreement earlier on the basis of Article 15. If the rented Products have not been returned (complete and in good condition) to Peeters on the day of termination, a new rental Agreement is deemed to have been entered into for the same term and under the same conditions as the original rental Agreement, unless Peeters informs the Client otherwise within 2 weeks after termination of the original rental period.

### **ARTICLE 20 - FEES/RENTS**

20.1 The rent must be paid by the Client in advance on the first day of each month, unless otherwise agreed in writing. Fees for transport, delivery and delivery as well as other costs must be paid at the start of the rental period, unless otherwise agreed in writing. Fees for dismantling and returning the Products must be paid by the Client upon termination of the rental.

20.2 The rent and other fees will be reviewed on 1 January of each year on the basis of the Consumer Price Index (CPI) series all households, as published by Statistics Netherlands (the CPI of October, at the start of the Agreement =100).

20.3 Levies, charges and taxes in connection with (the use of) the Products are at the expense of Client.

### **ARTICLE 21 - LIABILITY/INDEMNITY**

21.1 From the moment of delivery until the moment of return of the Products of Peeters (or third parties appointed by Peeters), the client is responsible and liable and bears all risks of the Products. The Client is liable for all damage to or in connection with (the use of) the Products, however caused, regardless of whether such damage is caused by the fault of the Client or third parties or by any defect in the Products, hidden or otherwise, except in the event Peeters is liable on the basis of provisions of mandatory law regarding (product) liability.

21.2 The Client is obliged to indemnify and hold Peeters or third parties engaged by Peeters harmless for all damage as a result of (i) the use of the Products, (ii) loss or theft of or damage to the Products, (iii) death or injury of third parties or damage to property of Peeters or third parties as a result of (fully or partially) the use or condition of the Products, during the period that the Client is responsible for this as indicated in the previous paragraph, regardless of the cause thereof, except in the event Peeters is liable for this as set out in the Agreement.

21.3 The obligations based on the present article will be maintained after the termination of the lease. The obligation to indemnify applies irrespective of whether the damage in question occurred before or after the Products are returned by the Client to Peeters or third parties.

## **ARTICLE 22 - RETURN OF PRODUCTS**

- 22.1 Subject to Peeters' prior written consent, Products may not be returned by the Client before the end of the agreed term of the rental, under penalty of a fine of € 12,500.00, without prejudice to Peeters' right to full (damages) compensation on the basis of the following paragraph and on the basis of the law. Costs of return shipment are at the expense of the Client.
- 22.2 If - even after written consent of Peeters - rented Products are returned to Peeters before the end of the term of the rental, the Client shall pay Peeters the fees due and payable on the basis of the Agreement, assuming the agreed rental period, as well as additional (storage) costs as a result of returning the rented Products early.

## **SPECIFIC PROVISIONS FOR THE PROVISION OF SERVICES**

### **ARTICLE 23 - PERFORMANCE OF SERVICES**

- 23.1 These provisions apply additionally to the provisions of the general part of these terms and conditions. In so far as there is any conflict between the general part of these general terms and conditions and the specific provisions for sale, these specific terms and conditions shall prevail.
- 23.2 Peeters shall perform the Services with reasonably due care..
- 23.3 The Client undertakes to pay the price agreed upon between the Parties and to provide sufficient and correct information in a timely manner, which makes Peeters' services possible.
- 23.4 Without prejudice to Peeters' responsibility for the proper execution of the agreed Services, Peeters shall be free - subject to the applicability of these General Terms and Conditions - to make use of the services of third parties. Peeters is not liable for any acts or omissions of these third parties
- 23.5 Peeters cannot/will not accept any liability for non-agreed additional services provided by Peeters at the request of the Client. Peeters is authorized, also on behalf of the Client, to accept a limitation of liability of the third parties engaged.
- 23.6 The Client must provide Peeters as soon as possible (but in no event later than within three working days prior to the day on which the Service(s) must be provided) with information, materials and data that Peeters deems necessary for the proper execution of the Service(s), as well as refrain from any action that could impede or in any way adversely affect this proper execution. If the Client fails to do so, Peeters does not accept any liability for direct or indirect damage.
- 23.7 The applicability of Sections 7:404 and 7:407(2) of the Dutch Civil Code is excluded. Without prejudice to the other provisions of the law, both the Contractor and Peeters may terminate the Agreement at any time by giving a reasonable notice of termination.
- 23.8 The execution of the provided assignment shall take place exclusively for the benefit of the Client, unless expressly accepted by Peeters in writing, third parties cannot derive any rights from the content of the activities performed for the Client and/or the execution thereof.
- 23.9 Peeters shall store the information and documents originating from the Client during the execution of the assignment. Peeters is not obliged to keep such information and documents after the end of the assignment. Except in the case of willful misconduct, or gross negligence, Peeters cannot be held liable for payment of any damage - of the Client and/or a third party - as a result of the loss of the information or documents mentioned in this paragraph. The Client expressly indemnifies Peeters against (possible) claims of third parties on the basis of the provisions of this paragraph.

## **SPECIFIC PROVISIONS FOR SALE**

### **ARTICLE 24 - GENERAL**

- 24.1 These provisions apply additionally to the provisions of the general part of these terms and conditions.
- 24.2 In so far as there is any conflict between the general part of these general terms and conditions and the specific provisions for sale, these specific terms and conditions shall prevail.

### **ARTICLE 25 - RETENTION OF TITLE**

- 25.1 All Products remain the property of Peeters until the moment of full payment by the Client of all that it owes Peeters, including claims due to failure to perform an Agreement (such as interest, costs and penalties), all this as referred to in Section 3:92 of Book 3 of the Dutch Civil Code.
- 25.2 The Client is not entitled to sell, transfer, encumber or lease the Products with any limited right or to give them to any third party in any other way or to move or transport them as long as Peeters has a retention of title with regard to the Products.
- 25.3 As long as the Products are subject to Peeters' retention of title, the Client is obliged to leave the Products in their

original form and is not entitled to modify them, not even by the formation of a business, follow-up or mixing.

25.4 The Client is obliged to inform third parties (such as trustees and attachments who claim any right with regard to the Products to which Peeters has a retention of title) in writing of Peeters' retention of title. In such a case, the Client must immediately inform Peeters of this in writing.