

General Terms and Conditions for non-participants for services provided by Technisch Centrum voor de Keramische Industrie, based in Velp, municipality of Rheden (The Netherlands).

1. Definitions

In these General Terms and Conditions, the following terms have the following meanings:

TCKI: Technisch Centrum voor de Keramische Industrie, as registered with the Chamber of Commerce under number 41047499;

Principal: the party that gives TCKI Assignments, for whom TCKI renders services and/or carries out work;

Agreement: all Agreements between TCKI and the Principal regarding TCKI's carrying out of work and provision of services, as well as any legal and other acts that are associated with the above;

Assignment: the services to be provided and research work and other work to be performed by TCKI, as specified in the Agreement;

General Terms and Conditions: these General Terms and Conditions, which have been filed with the Chamber of Commerce on 23 May 2023.

2. Applicability

2.1 These General Terms and Conditions apply to all Agreements TCKI enters into with the Principal. The mere act of giving an Assignment, constitutes the Principal's acceptance of the application and binding nature of these General Terms and Conditions.

2.2 TCKI does not accept derogating conditions of the Principal, and these are not binding on TCKI, even if the Principal explicitly rejects the applicability of these General Terms and Conditions.

2.3 If, at any time, one or more provisions in the Agreement or these General Terms and Conditions are void or voidable, whether in whole or in part, the other provisions in the Agreement or these General Terms and Conditions will continue to apply in full.

2.4 Derogations from these General Terms and Conditions or supplements thereof are only valid if these have been expressly agreed upon in writing.

2.5 In the event that the Agreement differs from these General Conditions, the content of the Agreement will prevail.

2.6 The 'headings' above the articles are only intended to simplify the reading of these Terms and Conditions. Therefore, these headings do not have independent meaning.

3. Formation and amendments of the Agreement

3.1 Offers made by TCKI are entirely free of obligation.

3.2 The Agreement comes into effect through TCKI's written acceptance or confirmation of the Assignment, or through TCKI's commencement of the carrying out of the Assignment.

3.3 Any amendments of the Agreement will only be binding if expressly agreed upon in writing.

3.4 By accepting the Assignment, TCKI undertakes a best-efforts obligation to achieve the best possible result.

4. Carrying out of work and rendering of services

4.1 In principle, TCKI will carry out the Assignment within the agreed deadline, but exceeding this deadline will not constitute a failure on the part of TCKI.

4.2 The Principal must provide TCKI with the items and data required for the carrying out of the Assignment, including any auxiliary personnel, in a timely manner. If the Principal fails to do so within a reasonable period to be set by TCKI, its rights from the Agreement will lapse, but it will remain obliged to pay the agreed price in proportion to the work already performed by TCKI.

- 4.3 The Principal is responsible for the selection, representativeness, coding, etc., as well as for the provision of the samples to be examined by TCKI.
- 4.4 TCKI is authorised to engage third parties in the carrying out of the Assignment without requiring prior approval.
- 4.5 TCKI will report laboratory results in its usual manner.
- 4.6 The Principal can only derive rights from advice or information provided by TCKI if it is directly related to the Assignment.

5. Prices, billing and payment

- 5.1 Unless TCKI states a fixed price in the confirmation, the agreed price will be the amount determined by TCKI through subsequent calculation based on TCKI's usual rates and methods. If TCKI states a target price, this must only be considered a non-binding estimate of the costs.
- 5.2 Unless otherwise stated, all amounts mentioned by TCKI are exclusive of turnover tax.
- 5.3 TCKI reserves the right to require advance payment at any time, as well as the right to send periodic invoices.
- 5.4 Payments must be made within thirty (30) days of the invoice date, by transfer to a bank account specified by TCKI. This deadline being exceeded will result in the Principal being obliged to pay interest at a rate equal to the legal commercial interest rate, and all TCKI's legal and extrajudicial collection costs, without notice of default or judicial intervention being required.
- 5.5 TCKI is entitled to charge the Principal for any work carried out and/or services rendered in addition to those referred to in the Assignment, in addition to the agreed price.
- 5.6 TCKI is entitled to suspend the performance of the Agreement in whole or in part or to terminate the Agreement in whole or in part by means of a written statement, without judicial intervention being required, with immediate effect, and without TCKI being obliged to pay any compensation, in the event of:
 - (i) a failure on the Principal's part to comply with any of its obligations under the Agreement and/or these General Terms and Conditions, or if TCKI may reasonably assume that the Principal will fail to comply with its obligations, or fail to do so in time or do so properly;
 - (ii) the Principal being granted a moratorium, being declared bankrupt or being put into liquidation, or an application to that end being submitted;
 - (iii) the Principal being placed under guardianship or under administration;
 - (iv) sale of the Principal's company or termination of its business operations;
 - (v) attachment of a significant portion of the Principal's business assets.

6. Confidentiality

- 6.1 Unless expressly agreed otherwise in writing, TCKI is not obliged to maintain confidentiality, except with regard to the Principal's name and the data obtained from it, unless such data were already in TCKI's possession, these are common knowledge, or TCKI lawfully obtained these from a third party.

7. Processing of personal data

- 7.1 Insofar as TCKI processes personal data in the carrying out of the Assignment, it will, in this respect, be considered a processor as referred to in the Dutch Personal Data Protection Act (*Wet bescherming persoonsgegevens*), or at least a processor as referred to in Regulation (EU) 2016/679 (General Data Protection Regulation). The Principal will be the controller in respect of and responsible for such personal data.
- 7.2 TCKI's processing of personal data will be limited to what is strictly necessary in the performance of the work. Other than that, TCKI will only process the data on the basis of written instructions from the Principal or insofar as it is legally obliged to do so.

7.3 The Principal agrees that the personal data contained in the research report will be retained in connection with the preservation of the file and the result of the research.

8. Intellectual property rights

8.1 The result of the work assigned to TCKI will be completely at the Principal's disposal. Should the Principal wish to publish the results of assigned work, these results must be presented in their entirety, including acknowledgement of source.

8.2 The intellectual property rights relating to all documents produced and/or delivered by TCKI, such as drawings, designs, models, sketches, etc., will continue to be vested in TCKI, even if a fee has been charged for their production.

8.3 Unless expressly agreed otherwise in writing, TCKI will be entitled to use the result of the work assigned to TCKI itself without any impediment.

When using or making available research work it has carried out, TCKI will take the Principal's legitimate interests into account.

8.4 All intellectual property rights relating to and resulting from the Assignment will be vested in TCKI. The Principal acknowledges that TCKI is solely and exclusively entitled to exercise current and future intellectual property rights.

9. Items and data made available

9.1 The Principal must, at its own expense (which includes postage), provide TCKI with any materials, information and data TCKI requires in the carrying out of the agreed Assignment.

9.2 Unless expressly agreed otherwise, TCKI will only retain the items made available to it in the context of an Assignment, such as samples, for seven (7) days after the results of an Assignment are communicated or sent to the Principal.

These will be retained at the Principal's risk. At the end of this period, the items will be destroyed.

9.3 TCKI will not be liable for loss of or damage to the items provided, and will not insure these. To the extent that these items represent any value to the Principal, the Principal must arrange for adequate insurance itself.

9.4 TCKI is entitled to suspend compliance with its obligation to carry out the Assignment until the Principal has paid all due invoices in full.

10. Liability

10.1 TCKI's liability towards the Principal and/or third parties for loss resulting from an attributable failure in the performance of its obligation or from an unlawful act is limited to a maximum amount of:

- EUR 2,500.00 per claim where TCKI's Assignment concerns the analysis of samples;
- the assignment amount, to a maximum of EUR 50,000.00, in the case of other Assignments.

10.2 TCKI will under no circumstances be liable for loss resulting from the Principal's failure to provide data and items or provide these in time, or these data and items being incomplete or incorrect.

10.3 TCKI will under no circumstances be liable for indirect loss, which must be understood to include: loss of profits, lost savings, loss due to business interruption, aesthetic damage, loss of reputation and any other consequential loss.

10.4 The limitations of liability as contained in Article 10.1 and 10.3 do not apply if the loss is due to intent or wilful recklessness on TCKI's part.

10.5 The Principal indemnifies TCKI against any and all third-party claims in connection with the Assignment given to TCKI and its results, including any infringement of third-party intellectual property rights.

10.6 Any and all claims of the Principal against TCKI in connection with the Agreement will lapse in full if these are not made known to TCKI, in writing, within twelve (12) months of the date of the invoice or final invoice.

11. Force majeure

11.1 TCKI will not be liable for any default or delay in the performance of the Agreement if the default or delay is due to force majeure. In the event of a default or delay as referred to above, the performance of the relevant part of the Agreement will be suspended for as long as the relevant default continues, without this resulting in TCKI being liable towards the Principal for any resulting loss.

11.2 In addition to that provided in Section 6:75 of the Dutch Civil Code, force majeure will in any case also include:

- (i) absenteeism or unavailability for any other reason of TCKI's personnel that is such that the performance of the Agreement is seriously hindered;
- (ii) force majeure affecting a third party engaged by TCKI;
- (iii) unavailability of research sites;
- (iv) technical failures;
- (v) penalties and import bans, export bans and/or transit bans;
- (vi) changes in government measures;
- (vii) an epidemic of pandemic.

11.3 If the situation of force majeure persists for a period of three (3) consecutive months, TCKI has the right to terminate the Agreement in whole or in part, without this resulting in any liability towards the Principal.

12. Applicable law and competent court

12.1 This Agreement is exclusively subject to Dutch law.

12.2 Any disputes that may arise as a result of and/or in connection with an Agreement will exclusively be adjudicated by the competent court in the place in which TCKI has its registered office.