

GENERAL DRAFTING AND ENGINEERING CONDITIONS 2022

General Terms and Conditions of Hoeben Electronics, filed at the Dutch Chamber of Commerce on February 23rd, 2024.

Article 1: Applicability

- 1.1. These Terms and Conditions apply to all offers made by Hoeben Electronics, to all agreements that it enters into and to all agreements arising from this, all of which insofar as such offers or agreements relate to the performance of drafting or engineering work.
- 1.2. Hoeben Electronics is referred to as the Contractor. The other party is referred to as the Client.
- 1.3. In the event of conflicts between the agreement entered into by the Client and the Contractor and these Terms and Conditions, the provisions of the agreement will prevail.

Article 2: Offers

- 2.1. All offers are without obligation. The Contractor is entitled to revoke its offer up to two working days after it has received the acceptance.
- 2.2. If the Client provides the Contractor with information, the Contractor may assume that it is accurate and complete and will base its offer on this information.
- 2.3. The prices stated in the offer are denominated in euros, excluding travel and accommodation expenses, VAT and other government levies or taxes.

Article 3: Implementation period

- 3.1. A specified implementation period is indicative.
- 3.2. The implementation period only commences once an agreement has been reached on all commercial and technical details, all the information, including drawings and the like, is in the possession of the Contractor, the agreed payment (or instalment) has been received, and the other conditions for the implementation of the contract have been met.
- 3.3. If:
 - a. there are circumstances other than those known to the Contractor at the time it set the implementation period, the implementation period shall be extended by the time the Contractor needs – taking into account its planning – to implement the contract under these circumstances. The foregoing only applies in the event of a change in circumstances that are within the control of the Client;
 - b. there are contract extras, the implementation period shall be extended by the time the Contractor needs – taking into account its planning – to carry out the contract extras;
 - c. the Contractor suspends its obligations, the implementation period shall be extended by the time the Contractor needs – taking into account its planning – to implement the contract after the reason for the suspension no longer applies.

Unless the Client has evidence to the contrary, the duration of the extension of the implementation period is presumed to be necessary and to be the result of a situation as referred to above in a to c.

- 3.4. The Client is obliged to pay all costs that the Contractor incurs or loss that the Contractor suffers as a result of a delay in the implementation period as stated in paragraph 3 of this article.
- 3.5. Under no circumstances does exceeding the agreed implementation period give the Client the right to compensation or to terminate the agreement. The Client indemnifies the Contractor against any third-party claims due to exceeding the implementation period.

Article 4: Remuneration

- 4.1. The extent of the remuneration due to the Contractor for its work is determined by the parties in writing prior to the instruction being concluded if so desired. The remuneration is calculated by one of the methods referred to in articles 4.2 and 4.3, another standard to be agreed on by the parties or a combination thereof.
- 4.2. If the parties agree on calculating the remuneration on the basis of time spent, the remuneration is calculated by multiplying the rate per time unit agreed on by the parties by the number of time units spent by the Contractor on executing the instruction. Different rates may be agreed for each job category or employee.
- 4.3. Time spent shall be understood to mean the total of all hours spent on the execution of the instruction and the travelling time required for the execution of the instruction.
- 4.4. If the parties agree on a fixed remuneration amount, this amount will be agreed on in writing upon conclusion of the instruction. The fixed amount is deemed to serve only as remuneration in return for the activities detailed in the instruction in terms of scope and duration.
- 4.5. The Client must pay a separate fee for changes to be implemented by the Contractor.
- 4.6. If the changes referred to in article 4.5 are the result of an imputable shortcoming on the part of the Contractor, the Client, in derogation from article 4.5, will only owe a separate fee insofar as these costs are based on work that would also have been necessary if the instruction had been executed correctly.

Article 5: Force majeure

- 5.1. If the Contractor fails to fulfil its obligations, this cannot be attributed to the Contractor if this failure is due to force majeure.
- 5.2. Force majeure is understood to include, inter alia, if third parties engaged by the Contractor – such as suppliers, subcontractors and transporters, or other parties that the Contractor is dependent on – do not meet their obligations at all or on time, or circumstances due to weather conditions, outbreaks of infectious diseases (including epidemics and pandemics, such as COVID-19) and the resulting governmental measures, urgent governmental recommendations or other consequences of the outbreak for business operations, natural disasters, terrorism, cybercrime, disruption of digital infrastructure, fire, power failure, loss, theft or loss of tools, materials

or information, roadblocks, strikes or work interruptions and import or trade restrictions.

- 5.3. The Contractor is entitled to suspend fulfilment of its obligations if it is temporarily prevented from fulfilling its obligations to the Client due to force majeure. Once the force majeure circumstances no longer apply, the Contractor will fulfil its obligations as soon as its planning permits.
- 5.4. If it concerns force majeure and fulfilment is or becomes permanently impossible, or the temporary force majeure circumstances have lasted for more than six months, the Contractor is entitled to terminate the agreement with immediate effect either entirely or in part. In those cases, the Client is entitled to terminate the agreement with immediate effect, but only for that part of the obligations that the Contractor has not yet fulfilled.
- 5.5. The parties are not entitled to compensation for the loss suffered or to be suffered as a result of the force majeure, suspension or termination as referred to in this article.

Article 6: Contract extras

- 6.1. Changes in the instruction will in any event lead to contract extras:
 - a. if it concerns changes to the schedule of requirements or the original instruction;
 - b. in the event of relevant changes to (government) regulations or decrees;
 - c. if the information provided by the Client does not correspond with reality;
 - d. if the Client requires changes or alternatives to work that has already been approved, or to work that forms part of a phase that has already been approved.
- 6.2. Contract extras are calculated on the basis of the price-determining factors that apply at the time the extra work is performed. The Client is obliged to pay the price for the contract extras immediately on the Contractor's request.

Article 7: Obligations of the Contractor

- 7.1. The Contractor will make every effort to execute the instruction properly and to look after the interests of the Client to the best of its abilities.
- 7.2. The Contractor will keep any data of the Client disclosed to it confidential to the extent it is aware of its confidentiality or to the extent the Contractor knows or reasonably should know that this data is confidential.
- 7.3. The instruction is executed in accordance with the agreed time schedule. Unless explicitly agreed otherwise by the parties, the deadlines given in the agreed time schedule are not final deadlines.
- 7.4. The Contractor will not start on the next phase until the Client has granted its consent in that respect. This consent is deemed to include the consent of the previous phases, except when the Client has explicitly refrained from consenting to some elements of the work.
- 7.5. The Contractor is obliged to warn the Client if information and/or data provided by or on behalf of the Client or decisions taken by or on behalf of the Client seem to contain errors or faults that would cause the Contractor to violate the standards of reasonableness and fairness if he were to rely on them without warning when executing the instruction.

- 7.6. The Client cannot derive any rights from advice and information provided by the Contractor that is not directly related to the contract.
- 7.7. The Contractor is authorised to instruct others to carry out work under its supervision and also to leave the management of some elements to others, without prejudice to its responsibility for proper fulfilment of the instruction.
- 7.8. Unless explicitly agreed otherwise in writing, the aesthetic value is disregarded when assessing the correct fulfilment of the instruction. This does not change the fact that reasonable requirements must be met in that respect.

Article 8: Obligations of the Client

- 8.1. The Client conducts itself as a proper and meticulous client towards the Contractor. It is obliged to keep all data of the Contractor confidential to the extent it is aware of its confidentiality or to the extent the Client knows or reasonably should know that this data is confidential.
- 8.2. The Client is responsible for both the prompt provision and the correctness of the information, data and decisions provided by or on behalf of it to the Contractor and necessary to properly execute the instruction. It indemnifies the Contractor against third-party claims regarding such information, data and decisions.
- 8.3. The Client will promptly assess documents prepared by the Contractor as part of the execution of the instruction and, if so required, certify them after approval.
- 8.4. The Client is obliged to warn the Contractor promptly when it notices a shortcoming on the Contractor's part in the results of the work.
- 8.5. The Client will pay the amounts it owes the Contractor no later than the dates agreed on in the payment schedule or indicated on the Contractor's invoices.

Article 9: Liability

- 9.1. In the event of an attributable failure, the Contractor is obliged to still comply with its contractual obligations.
- 9.2. In these Terms and Conditions, an attributable failure is taken to mean a failure which a correctly and prudently acting consultant with the required expertise and resources could and should have avoided under the circumstances in question and when it had exercised normal caution.
- 9.3. The following do not qualify for compensation:
 - a. consequential loss. Consequential loss is understood to include, inter alia, trading loss, loss of production, loss of turnover and/or profit, decrease in value of products as well as the costs that would be involved in the execution of the object if the instruction had been properly executed from the start;
 - b. loss as a result of intent or wilful recklessness by the Contractor's auxiliary staff or non-managerial subordinates.The Client can take out insurance for these losses if possible.
- 9.4. Following consultation with the Client, the Contractor is entitled to remedy any failures it is liable for at its own expense or to reduce or cancel out the loss that ensues from those failures.

- 9.5. If the Contractor uses another person for the execution of the instruction, the Contractor, without prejudice to the provisions of article 9.3, is liable for the failures of this person in the same way it is liable for its own failures, unless this person was assigned by the Client.
- 9.6. If an assigned person as referred to in article 9.5 does not perform or fails to perform properly or in time and the Contractor has done everything reasonably possible to secure execution and/or compensation, the Client will pay the Contractor the additional costs or expenses that have arisen, insofar as these are not paid by this person. On the Client's demand, the Contractor will assign its claim against this person to the Client up to the amount paid to the Contractor by the Client.
- 9.7. The Contractor is liable for compensation for loss other than referred to in this article only if and insofar as the failure can be attributed to intent or gross negligence on the part of the Contractor.
- 9.8. Without prejudice to the provisions of the previous paragraphs, the Contractor is, in the case of instructions that relate to the execution of an object, liable only for loss that is not covered by customary CAR insurance, assembly insurance or similar types of insurance. The Client has to make sure that such insurance is taken out.
- 9.9. If and insofar as the Client has insured any risk attached to the instruction, it is obliged to claim any loss under that insurance and indemnify the Contractor against claims for recovery by the insurer.

Article 10: Extent of the compensation

For each instruction the loss to be compensated by the Contractor is limited to an amount that is equal to the remuneration due to the Contractor for fulfilment of the agreed performance, subject to a maximum of €1,000,000.

Article 11: Indemnity period and expiry terms

- 11.1. Any liability of the Contractor will expire by the passage of five years from the day on which the instruction has ended on account of completion, cancellation or termination.
- 11.2. A legal claim based on an attributable failure expires and will not be admissible if the Client has failed to promptly declare the Contractor in default in writing, stating the reasons, within a reasonable time after it discovered or should reasonably have discovered the failure.
- 11.3. Any legal claim pursuant to an attributable failure expires and will not be actionable by the passage of two years after the written notice of default stating the reasons. If the Client has set the Contractor a term within which it must remove this failure, this expiry term will not begin until the end of this term, or so much earlier as the Contractor has indicated that it will not rectify the failure.
- 11.4. The legal claim pursuant to an attributable failure expires in any event after the passage of five years from the date on which the instruction has ended on account of completion, cancellation or termination. The claim brought after this period is inadmissible.

- 11.5. For the application of articles 11.1 and 11.4, the day on which the instruction has ended is deemed to be:
- a. in case of completion: the day on which the Contractor has notified the Client in writing that the instruction has ended. The invoice for the final instalment in relation to the instruction will be regarded as such notification.
 - b. in the event of cancellation: the day on which notice of cancellation was given;
 - c. in the event of termination: the day on which notification of the termination was given.
- 11.6. If the invoice for the final instalment is sent on an earlier day than the day on which the instruction ended through cancellation, completion or termination, the earlier day shall be deemed to be the day on which the instruction ended.

Article 12: Payment

- 12.1. Payment is made at the Contractor's business address or into an account to be designated by the Contractor.
- 12.2. Unless otherwise agreed, payments must be made within 30 days of the invoice date.
- 12.3. If the Client fails to fulfil its payment obligation, it is obliged to comply with a request from the Contractor for a tender of payment instead of payment of the agreed sum of money.
- 12.4. The Client's right to offset its claims against the Contractor or to suspend the fulfilment of its obligations is excluded, unless the Contractor has been granted a suspension of payments or is bankrupt or the statutory debt adjustment scheme applies to the Contractor.
- 12.5. Irrespective of whether the Contractor has fully executed the agreed performance, everything that the Client owes or will owe it under the agreement shall be immediately due and payable if:
- a. a payment term has been exceeded;
 - b. the Client has filed for bankruptcy or suspension of payments;
 - c. the Client's goods or claims have been attached;
 - d. the Client (a company) is dissolved or wound up;
 - e. the Client (a natural person) files an application to be admitted to the statutory debt adjustment scheme, is placed under a guardianship order or has died.
- 12.6. If payment of a sum of money is delayed, the Client will owe interest on that sum to the Contractor with effect from the day following the day agreed as the final day of payment up to and including the day on which the Client pays the sum of money. If the parties have not agreed on the final day of payment, the interest shall be due from 30 days after the sum has become due and payable. The interest is 12% per year, but is equal to the statutory interest if this is higher. For the interest calculation, a part of the month is considered to be a full month. At the end of each year, the amount on which the interest is calculated shall be increased by the interest due for that year.

- 12.7. The Contractor is entitled to offset its debts to the Client against claims that companies affiliated to the Contractor have against the Client. In addition, the Contractor is entitled to offset its claims to the Client against debts that companies affiliated to the Contractor have against the Client. Furthermore, the Contractor is entitled to offset its debts to the Client against claims against companies affiliated to the Client. 'Affiliated companies' means all companies belonging to the same group, within the meaning of Book 2, Article 24b of the Dutch Civil Code, and a participation within the meaning of Book 2, Article 24c of the Dutch Civil Code.
- 12.8. For late payments, the Client owes the Contractor all extrajudicial costs with a minimum of €75.

These costs are calculated on the basis of the following table, i.e., the principal sum plus interest:

on the first €3,000	15%
on the excess up to €6,000	10%
on the excess up to €15,000	8%
on the excess up to €60,000	5%
on the excess from €60,000 or more	3%

The extrajudicial costs actually incurred are due if they are higher than the outcome of the calculation given above.

- 12.9. If judgment is rendered in favour of the Contractor in legal proceedings, either entirely or for the most part, the Client will bear all costs incurred by the Contractor in connection with these proceedings.

Article 13: Securities

Irrespective of the agreed payment terms, the Client is obliged to provide sufficient security for payment immediately on the Contractor's request and at its discretion. If the Client does not comply with this provision within the set time limit, it shall immediately be in default. In that case, the Contractor has the right to terminate the agreement and to recover its loss from the Client.

Article 14: Intellectual property rights

- 14.1. The Contractor is considered to be the maker, designer or inventor of the works, models or inventions created in the context of the agreement. The Contractor therefore has the exclusive right to apply for a patent, trademark or model.
- 14.2. Unless otherwise agreed, the Contractor will not transfer any intellectual property rights to the Client in the implementation of the agreement.
- 14.3. The Contractor disclaims liability for loss that the Client suffers as a result of an infringement of third-party intellectual property rights. The Client indemnifies the Contractor against any third-party claims related to an infringement of intellectual property rights.

Article 15: Transfer of rights or obligations

The Client may not transfer or pledge any rights or obligations pursuant to any article in these General Terms and Conditions or the underlying agreement(s), unless it has the prior written consent of the Contractor. This provision has effect under property law.

Article 16: Termination or cancellation of the agreement

The Client is not entitled to terminate or cancel the agreement, unless the Contractor agrees to this. The Contractor is entitled to attach conditions to its consent, such as the condition that the Client pays the Contractor a fee or that the Client does not have the right to use the results of the Contractor's work (or let them be used).

Article 17: Applicable law and competent court

17.1. Dutch law applies.

17.2. The Dutch civil court with jurisdiction in the Contractor's place of business is authorised to take cognisance of any disputes. The Contractor may deviate from this rule governing jurisdiction and rely on the statutory rules governing jurisdiction instead.