

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

1 DEFINITIONS

- 1.1 For the purposes of these Terms and Conditions and all related documents, the capitalized terms defined below shall have the following meaning, whereby these terms may be used in either the singular or plural and vice versa, as the context requires:

Agreement: all agreements between the Customer and SandGrain concerning the sale and supply of the Products, Software and/or Services;

Clause: the clauses in these Terms and Conditions;

Customer: the (legal) person or entity that has requested a Quotation and/or has entered into or (negotiations for) an Agreement with SandGrain;

Intellectual Property Rights: all worldwide copyrights, design rights, trademarks and trade names, patents, patent applications, and equivalents thereof, know-how, trade secrets and confidential information, moral rights, goodwill and all other intellectual property rights as they now exist and/or will arise in the future, including all registrations and applications of the foregoing;

Purchase Order: a purchase order issued by the Customer for the purchase of the Products and/or Services, pursuant to which SandGrain is required to provide the Products and/or Services to the Customer;

Party: the Customer and SandGrain separately;

Parties: the Customer and SandGrain together;

Products: the products, including Software that is embedded in the Products, equipment and related items that SandGrain sells and/or provides to the Customer subject to the Agreement;

Quotation: any offer relating to the sale and/or supply of the Products and/or Services made by SandGrain to the Customer;

SandGrain: SandGrain B.V., having its registered office in Eindhoven and its principal place of business in (5656 AE) Eindhoven at High Tech Campus 9, Beta Building, registered in the Trade Register of the Chamber of Commerce under number 75990741 as well as group companies affiliated with the aforementioned companies within the meaning of Section 2:24b of the Dutch Civil Code;

Services: all services that SandGrain will perform under the Agreement;

Software: the software developed and/or licensed by SandGrain, including any associated documentation and/or materials, which is provided in conjunction with or embodied in a Product or as an application;

Terms and Conditions: these general terms and conditions of sale and delivery.

- 1.2 Headings in these Terms and Conditions are for convenience of reference only and are not intended to indicate the meaning of any Clause or part thereof.

- 1.3 References to words designating a gender include all genders.

- 1.4 Legal terms and expressions as used in these Terms and Conditions have the meaning ascribed to them under Dutch law and are to be read and interpreted accordingly.

2 APPLICABILITY

- 2.1 These Terms and Conditions apply to all Quotations as well as to all Purchase Orders and Agreements and the legal consequences arising from the above, unless the Parties expressly agree otherwise.

- 2.2 The applicability of (purchase) terms and conditions of the Customer is expressly excluded.

- 2.3 Nullity or nullification of one or more Clauses of the Terms and Conditions and/or an Agreement shall not affect the applicability of the remaining Clauses of the Terms and Conditions and/or the Agreement concerned. SandGrain and the Customer shall enter into consultations to replace the void or annulled Clause, taking into account as far as possible the purpose and purport of the void or annulled provision.

- 2.4 SandGrain is entitled to amend these Terms and Conditions at any time. The most recent version of the Terms and Conditions shall always apply after it has been communicated to the Customer.

3 OFFER, AGREEMENT AND NOTICES

- 3.1 All Quotations of SandGrain are entirely without obligation and non-binding, unless expressly stated otherwise.

- 3.2 All Quotations remain valid for a period of 30 (thirty) days, unless expressly stated otherwise.

- 3.3 The Customer warrants the accuracy and completeness of the information on which SandGrain bases its Quotations and Agreements.

- 3.4 SandGrain cannot reasonably be held to obvious mistakes and/or clerical errors in Quotations and Agreements.

- 3.5 If an offer has been made by SandGrain by submitting a Quotation, an Agreement between SandGrain and the Customer shall only come into effect by acceptance of SandGrain's Quotation by the Customer or in the event SandGrain has started to perform and/or SandGrain has received payment (in advance).

3.6 If a Purchase Order is placed with SandGrain by the Customer, an Agreement between SandGrain and the Customer shall only be formed by acceptance of SandGrain by means of an order confirmation or by execution of the Agreement by SandGrain. Only written acceptance by SandGrain shall be deemed to accurately reflect the substance of the Agreement, unless otherwise stated by SandGrain.

3.7 SandGrain is entitled at any point in time to refuse a Purchase Order without being in any way liable for any damage, for instance if SandGrain has an indication or suspicion that the Customer will not comply with its payment obligations and/or if the Products and/or Services are not available to provide to the Customer.

3.8 The Customer cannot derive any rights from verbal promises made by SandGrain unless and to the extent that they have been confirmed by SandGrain in writing.

4 DELIVERY TERMS

4.1 SandGrain makes reasonable efforts to comply as much as possible with the (delivery) periods and/or (completion) dates stated by or agreed upon between the Parties. All delivery dates stated by SandGrain or agreed upon between the Parties are indicative and estimated dates which do not bind SandGrain.

4.2 Failure to meet delivery deadlines as a result of delayed or fully delayed delivery by SandGrain's suppliers or third parties engaged by SandGrain shall never constitute a failure on the part of SandGrain.

4.3 If an overrun of any term is imminent, SandGrain and the Customer shall consult to discuss the consequences of the overrun for further scheduling.

4.4 If it is agreed that performance of the Agreement will take place in phases, SandGrain is entitled to postpone the commencement of the work belonging to another phase until the Customer has approved the results of the preceding phase and has paid all outstanding invoices.

4.5 SandGrain is not bound by any deadline (delivery) date or (delivery) period, whether or not final, if the Parties have agreed on a change in the substance or scope of the Agreement (additional work, change in Specifications, etc.) or a change in the approach to the performance of the Agreement, or if the Customer fails to perform its obligations under the Agreement or fails to do so on time or in full. The fact that (the demand for) additional work arises during the performance of the Agreement shall never be a ground for the Customer to terminate or dissolve the Agreement.

5 PERFORMANCE

5.1 SandGrain shall use its best efforts to perform the Agreement with due care, where appropriate in accordance with the arrangements and procedures recorded in writing with the Customer. All activities of

SandGrain are performed on the basis of an obligation of best efforts, unless a result has expressly been recorded in the Agreement and it is clearly written down that this obligation is not an obligation of best efforts.

5.2 If the Agreement was entered into with a view of performance by one specific person, SandGrain is always entitled to replace this person by one or more persons with the same and/or similar qualifications.

5.3 SandGrain is not obliged to follow any instructions of the Customer in the performance of the Agreement, in particular if these instructions change or supplement the content or scope of what the Parties have agreed.

5.4 SandGrain is always entitled to engage third parties for the performance of the Agreement.

6 TERM AND TERMINATION

6.1 All Agreements are entered into for an indefinite period of time, unless an Agreement relates to the fulfilment of a specific project or a fixed term is recorded in the Agreement. SandGrain is always entitled to terminate an Agreement early, without being liable for any costs and damages, taking into account a notice period of 1 (one) month, also in the event of a specific project or a fixed term has been agreed upon. The Customer is not entitled to terminate an Agreement regarding a specific project or a fixed term early, unless SandGrain agrees to such early termination.

6.2 Without prejudice to the before mentioned in Clause 6.1 and its statutory rights, SandGrain has the right to terminate the Agreement in whole or in part with immediate effect without prior written notice of default and/or to suspend the performance of the Agreement in whole or in part with immediate effect if one or more of the following events occurs or occur:

- a) there is a default attributable to the Customer in the performance of one or more obligations under the Agreement and the Customer has not remedied the default within 14 (fourteen) days after SandGrain has notified the Customer in writing of a default, notwithstanding SandGrain's other rights by law;
- b) the Customer has applied for or intends to apply for a moratorium and/or there is an (imminent) bankruptcy of the Customer;
- c) the Customer can no longer freely dispose of (liquid) assets for example due to seizure;
- d) the Customer is dissolved or has the intention to dissolve;
- e) a (part of) the Customer's ownership is transferred to a third party or a third party has acquired some control;
- f) circumstances come to the knowledge of SandGrain that give it good reason to fear that the Customer will

not perform its obligations under the Agreement in time and/or in full. Suspension of the Agreement by SandGrain is in that case only permitted to the extent that the shortcoming on the part of the Customer justifies such suspension;

- g) the Customer fails to meet its (payment) obligations under the Agreement.

6.3 If the Agreement is terminated pursuant to one of the provisions of Clause 6.2, the performance already received by the Customer in performance of the Agreement and the Customer's payment obligations in connection therewith shall not be subject to an obligation of undoing. The amounts invoiced by SandGrain for the Products, Software and/or Services already provided before or at the time of termination of the Agreement as well as the remaining agreed upon amounts for agreed upon Products, Software and/or Services that have not yet been performed shall be immediately due and payable after termination.

6.4 SandGrain shall never owe the Customer any damages by reason of the termination of the Agreement and/or the suspension of obligations arising from the Agreement under the provisions of this Clause. SandGrain always reserves the right to claim damages in the event of suspension or termination under the foregoing provisions of this Clause.

7 PRICE AND PAYMENT

7.1 The prices of the Products, Software and/or Services are specified in Euro (€), unless otherwise agreed upon.

7.2 The price announced by SandGrain is exclusive of turnover tax and other taxes and/or levies and exclusive of transport costs, packaging costs, insurance costs, as well as export and import duties, unless expressly agreed otherwise. These costs and levies are at the expense of the Customer.

7.3 No rights can be derived by others than the Customer from an offer, prices and tariffs made known to the Customer.

7.4 SandGrain reserves the right at all times to adjust the prices of the Products, Software and/or Services (in the interim or otherwise), for instance but not exclusively as a result of increases in purchase prices, storage costs charged to SandGrain by suppliers, raw material prices, labor costs, currency exchange rate changes, changes in transport and/or shipping costs and other cost-increasing factors. SandGrain is also entitled to do so after the conclusion of the Agreement and even if it has been agreed that the price will be fixed. SandGrain shall inform the Customer of this without delay. An adjustment such as this does not otherwise affect the Agreement.

7.5 Payments shall be made, without suspension, discount or set-off on any account whatsoever, within the term

specified by SandGrain, failing which the Customer shall be in default by operation of law and therefore without further notice of default being required. If the Customer fails to comply with its payment obligation, the Customer shall immediately be in default, and interest of 1.25% per month shall be due on the outstanding amount, without any demand or notice of default being required.

7.6 SandGrain is entitled at all times, irrespective of any payment arrangements made previously, to demand full or partial payment or substitute security for the delivery of the Products, Software and/or Services at a time and in a manner of SandGrain's discretion, as well as to suspend all its obligations under the Agreement until it has received payment or substitute security, without owing the Customer any compensation in this regard.

7.7 SandGrain is entitled to apply payments first against the (extrajudicial) costs, then against the interest due and then against the principal sum.

7.8 Any objections to invoices must be notified to SandGrain in writing within 10 (ten) days of receipt under penalty of forfeiture. If this is not possible due to any cause not attributable to the Customer, the Customer shall in any event notify SandGrain in writing of its objections within 10 (ten) days after such cause has ceased to exist and/or has been remedied and/or is known. Contestation of invoices, specifications, descriptions and the agreed price shall not suspend the fulfilment of the Customer's payment obligations.

7.9 In the event SandGrain has to take legal action against the Customer due to the fact that the Customer has not met its (payment) obligations, the Customer is due all legal costs made by SandGrain, including all attorney's fees.

8 DELIVERY OF PRODUCTS

8.1 All Products shall be delivered to the Customer Ex Works (Ex Works, Incoterms 2020 or any later version thereof) on the delivery date set out in the Agreement or within the delivery period set out therein from the location where SandGrain is located or designated by SandGrain.

8.2 If the Customer is unwilling or unable to accept the delivery, the Customer shall be in default immediately and without any written notice of default being required. SandGrain may then, at its option: (i) store the Products at the expense and risk of the Customer or (ii) sell the Products at the best reasonably obtainable price (after deduction of reasonable storage, insurance and selling expenses), whereupon the Customer shall only recover the difference between the price obtained and the amount paid by it to SandGrain, (iii) offer the Products again for delivery, in which case the additional costs shall be borne by the Customer, or (iv) terminate the Agreement, without prejudice to SandGrain's right to claim compensation for damages suffered by it. Any

costs incurred will be charged to the Customer in excess of agreed upon budgets or amounts.

- 8.3 The delivery period commences as soon as SandGrain has received from the Customer all data required for delivery and all other conditions necessary for the performance of the Agreement have been met.
- 8.4 SandGrain is entitled to make partial deliveries at all times.
- 8.5 The Customer is obliged to provide the cooperation necessary and required by or on behalf of SandGrain for the immediate performance of the delivery, including taking delivery of the Products.
- 8.6 The delivery of the Products, Software and Services might be subject to the granting of an export or import license by a government or any governmental authority under any applicable law or regulation, or otherwise restricted or prohibited due to export or import control laws or regulations. SandGrain may suspend or (partially) terminate its (delivery) obligations until the appropriate license is granted or permission is obtained and SandGrain may also, at its sole discretion, terminate the Agreement in whole or in part, without incurring any liability towards the Customer in the event the appropriate license or permission is not obtained.

9 ACCEPTANCE

- 9.1 If the Parties have not agreed on an acceptance test, the Customer accepts the Products in the condition they are in upon delivery with all visible and invisible faults and defects, without prejudice to SandGrain's possible warranty obligations if these are agreed upon or which apply by virtue of law. In the aforementioned case, the Products shall be deemed to have been accepted by the Customer upon delivery or, if installation to be carried out by SandGrain has been agreed in writing, upon completion of the installation.
- 9.2 If the performance of the acceptance test reveals that the Products do not comply with the agreed upon specifications, the Customer shall inform SandGrain of the alleged defects immediately after the test period by means of a written test report. If SandGrain determines that a defect exists, SandGrain shall remedy the reported defects within a reasonable period of time. If an acceptance test is carried out again after the reported defects have been remedied, such test shall be limited to an examination of the reported defects.
- 9.3 If the acceptance test has been performed successfully, the Products shall be deemed to have been accepted by the Customer.

10 RETENTION OF TITLE

- 10.1 Title to the Products, Software and Intellectual Property Rights (in the event of an agreed upon transfer of Intellectual Property Rights), including any (electronic)

files and so on, remain fully vested in SandGrain until the Customer has paid in full all of SandGrain's claims on the Customer, including those within the meaning of Section 3:92(2) of the Dutch Civil Code.

- 10.2 The Customer is not entitled to sell, rent, alienate, pledge or in any way encumber or grant use of the Products delivered under retention of title until full ownership of the Products has passed to the Customer.
- 10.3 Until the moment of transfer of ownership, the Customer shall be obliged to take all reasonably possible measures to protect the Products against damage. If third parties seize or threaten to seize the Products delivered under retention of title, or wish to create or enforce rights in respect of the Products, the Customer is obliged to inform SandGrain thereof immediately.
- 10.4 If SandGrain wishes to exercise its proprietary rights referred to in this Clause, the Customer hereby gives SandGrain or any third parties designated by SandGrain its unconditional and irrevocable permission to enter all those places where SandGrain's property is located and to take back the Products concerned.

11 INSPECTION AND COMPLAINTS

- 11.1 The Customer is obliged to inspect or arrange for inspection of the Products after delivery thereof. Visible defects in the Products and with respect to the quantity of the Products must be notified to SandGrain in writing within 48 (forty-eight) hours after delivery of the Products at the risk of forfeiting all rights. Non-visible defects should be reported to SandGrain in writing within 48 (forty-eight) hours of their discovery but in any event within 7 (seven) days from the date of delivery at the risk of forfeiting all rights. Such written complaint shall include an accurate description of the defect and detailed delivery information of the Products, such as delivery date and time and delivery number.
- 11.2 Complaints relating to the delivery of the Products shall not release the Customer from its payment obligations.
- 11.3 If a delivery of the Products contains negligible defects, the Customer shall accept such delivery.
- 11.4 If the Customer wishes to return defective Products, it shall do so with SandGrain's prior written consent.

12 LIABILITY

- 12.1 Liability of SandGrain may arise only after the Customer has given SandGrain proper notice of default by registered post without delay, but no later than 7 (seven) days after delivery or, in the event of a failure not observable at the time of delivery, without delay, but no later than 30 (thirty) days after the discovery of the failure, and has given SandGrain the opportunity to remedy the failure for a reasonable period of time. This period is in deviation from the time limits and limitation

periods set out in Sections 7:761 of the Dutch Civil Code and Section 7:23 of the Dutch Civil Code.

12.2 An obligation of SandGrain to pay damages shall at all times be limited to direct damage and to a maximum of the amount invoiced by SandGrain to the Customer over the last 6 (six) months prior to the loss-causing event with a maximum amount at all times of € 250.000,- (two hundred and fifty thousand euro). SandGrain shall under no circumstances be liable for any immaterial and indirect damage, such as consequential damage, trading loss, damage to image, environmental damage and damage due to loss of time, loss of savings, loss of data and/or loss of financial benefit.

12.3 The Customer shall indemnify SandGrain against third party claims, such as its employees and other auxiliary persons, arising from and/or relating to the Products, Software and/or Services provided by SandGrain pursuant to and/or under the Agreement. The Customer shall indemnify SandGrain against third party claims based on product liability regarding the Products, Software and/or Services delivered by the Customer to third parties that contain the Products, Software and/or Services delivered by SandGrain to the Customer, unless the liability is caused solely by the Products, Software and/or Services delivered by SandGrain.

12.4 SandGrain shall never be liable for the conduct of auxiliary persons, use of (unsuitable) auxiliary equipment, use of third party software, shortcomings due to the conduct of other suppliers of the Customer and shortcomings arising from unsecured (electronic) transmission of statements and data.

12.5 The damage limitation Clauses do not apply in the event of intent or willful recklessness on the part of SandGrain.

12.6 Legal claims and defenses on behalf of the Customer against SandGrain related to the Product, Software and/or Services delivered, lapse by operation of law within 1 (one) year after such facts have been discovered or could have been discovered.

13 INTELLECTUAL PROPERTY RIGHTS

13.1 All Intellectual Property Rights regarding the Products, Software and Services remain the property of SandGrain and/or its licensors. If and to the extent that SandGrain makes third party software available to the Customer, the license terms of the relevant third party shall apply in the relationship between SandGrain and the Customer in respect of the Software. SandGrain does not grant any rights beyond those granted by such third parties and shall not be liable for any errors in the third party software.

13.2 Any license provided by SandGrain to the Customer is strictly limited to the use of the Products, Software and/or Services within the scope of the Agreement and does not entitle the Customer to obtain any

(source)codes, data, documents or any other information that SandGrain uses for the Products, Software and Services. The Customer is not entitled to use the Products, Software and/or Services for military purposes or similar purposes that could be harmful to SandGrain in any way. To this extent, the Customer indemnifies and holds SandGrain harmless for all (third-party) claims, costs and damages, including all legal costs.

13.3 The Customer shall not remove or obscure, in whole or in part, any trademark and/or identifying marks affixed to the Products or their packaging.

13.4 Without SandGrain's prior written consent, the Customer is not permitted to use any Intellectual Property Rights, including trade names, of SandGrain as part of its business operations, trade and/or brand names and/or domain names.

13.5 Except for the rights acquired under these Terms and Conditions and/or the Agreement, the Customer shall not at any time claim any Intellectual Property Rights or other right in relation to SandGrain, the Products, Software and Services and shall not, without SandGrain's prior written consent, make any registration or other action anywhere in the world in respect of (the name of) SandGrain, the Products, Software and Services.

13.6 If the Customer discovers any infringement of SandGrain's Intellectual Property Rights by a third party, it shall notify SandGrain immediately. SandGrain may then decide whether or not to take action against any infringement or threatened infringement. In such event, the Customer is obliged to provide all the cooperation that can reasonably be expected of it. Without SandGrain's prior written consent, the Customer is not permitted to take any action against a breach either in or out of court.

14 PERSONAL DATA

14.1 The Parties undertake to comply at all times with all obligations under Dutch data protection legislation and all other relevant (national, European and international) data protection regulations, expressly including the General Data Protection Regulation (GDPR), applicable to the performance of the Agreement. If required under applicable privacy legislation, the Parties will enter into a data processing agreement.

14.2 The Parties will (i) take appropriate security measures to protect the confidentiality of the (personal) data provided by the other Party, (ii) inform the other Party at its request about the security measures taken in relation to the foregoing, and (iii) notify the other Party of any personal data breach in accordance with and within the timeframe specified in the applicable privacy legislation.

15 CONFIDENTIALITY

15.1 The Parties shall during the term of the Agreement and after its termination, maintain the confidentiality of all each other's confidential information and shall only use it for the purposes of the performance of the Agreement.

15.2 Confidential information is any data or information of the disclosing Party that is not generally known to the public or has not yet been disclosed, whether in tangible or intangible form, regardless of when and how it is disclosed, including, but not limited to:

- a) any concepts, samples, reports, data, know-how, works in progress, designs, drawings, photographs, videos, development tools, specifications, software programs, source codes, object codes, flow charts and databases;
- b) results of tests performed during the Agreement (including the nature and methodology) any scientific or technical information, inventions, designs, processes, procedures, formulas, improvements, technologies or methods;
- c) marketing strategies, plans, financial information or forecasts, activities, sales estimates, business plans and performance results relating to the disclosing Party's past, present or future business activities;
- d) trade secrets, plans for the Products, Software and/or Services, and lists of customers or suppliers;
- e) any other information that should reasonably be recognized by the disclosing Party as confidential information; and

in all cases a - e, whether or not such confidential information is protected or protectable as registered or unregistered Intellectual Property Rights under any national or international intellectual property law;

15.3 A Party may authorize the other Party to disclose confidential information to its legal, financial and other business advisers as well as third parties involved in the performance of this Agreement (in each case to the extent such advisers and third parties need to know such confidential information) or as may be required by law or by any regulatory authority.

15.4 The beforementioned confidentiality obligations shall not apply to confidential information which:

- a) was already in the possession of a Party before such Party received it from the other Party without an obligation of confidentiality; or
- b) was lawfully disclosed to a Party without an obligation of confidentiality by a third party who did not obtain such confidential information (directly or indirectly) from a Party; or

c) was in the public domain at the time of receipt by a Party or subsequently entered the public domain other than as a result of a breach of confidentiality obligations by a Party.

15.5 Upon termination of the Agreement for any reason, each Party that has received confidential information from the other Party in a tangible form or on a tangible medium of such information shall promptly return such confidential information to the other Party.

16 FORCE MAJEURE

16.1 SandGrain shall not be obliged to perform its obligations under the Agreement if it is unable to perform them due to force majeure. Force majeure includes, but is not limited to natural phenomena, obligations imposed by government or by persons claiming to act within that framework, trade sanctions, legislation, war, pandemics and epidemics, civil disturbances, fire, drought, power failure, explosion, riot, failure or stoppage of essential production equipment, flood, earthquake, lockout, transportation problems, (third party) data leaks, hacks and malicious code injection, shortage of essential raw materials strike or other action taken by employees, consequences as a result of non-delivery or non-timely performance of obligations of SandGrain's subcontractors or carriers engaged by SandGrain.

16.2 SandGrain shall notify the Customer of all circumstances and particulars which prevent SandGrain from performing its obligations under the Agreement. SandGrain shall consult with the Customer on the measures to be taken to minimize the effects of the force majeure event and to secure performance of the Agreement as far as possible.

16.3 SandGrain shall make reasonable efforts to remedy a force majeure event as far as reasonably possible. SandGrain may, at its option, suspend the performance of the obligation affected by force majeure during the period that such force majeure continues, without being liable on this account for any damage suffered by the Customer.

16.4 If the force majeure event continues for a period of more than 3 (three) consecutive months, either Party shall be entitled to terminate the Agreement by written notice to the other Party.

17 ASSIGNMENT

17.1 The Customer is not entitled to assign any right arising from the Agreement to third parties without SandGrain's prior written consent. The restriction on transferability has, in addition to the effect under the law of obligations, also the effect under property law as referred to in Section 3:83(2) of the Dutch Civil Code. The Customer gives SandGrain the right in advance to transfer the rights arising from the Agreement in whole or in part to third parties.

18 APPLICABLE LAW AND DISPUTES

- 18.1 These Terms and Conditions, offers, Quotations and Agreements shall be governed exclusively by Dutch law. The applicability of the Vienna Sales Convention (CISG) is expressly excluded.
- 18.2 All disputes which may arise in connection with these Terms and Conditions, offers, Quotations and/or Agreements or as a result of (legal) acts and agreements which may be the result thereof, shall be submitted exclusively to the District Court of Oost-Brabant, location 's-Hertogenbosch, except in so far as mandatory rules of jurisdiction would prevent this choice of forum.