



No part of these general terms and conditions of delivery may be changed, reproduced, stored in an automated data file, or made public in any form or in any way, whether electronically, mechanically, by photocopying, recording, or in any other way, without the prior written permission of Ankersmid Process BV.

PART A: General part

1 Definitions

- 1.1 Offer:
Any offer made by the Contractor to the Client.
- 1.2 Advice:
Providing advice in the general sense of the word, including but not limited to providing advice in the field of automation and/or organization, conducting feasibility studies, conducting system analyses, providing advice regarding equipment and/or software to be used by the Client, providing support in the development of software, providing and/or organizing instruction, courses or workshops and instructing and supervising employees.
- 1.3 General terms and conditions of delivery hereinafter referred to as ALV2024:
These general terms and conditions of delivery, consisting of:
- Part A with general provisions;
- Part B with additional provisions concerning the provision of services, including R&D, Consultancy, service and training and including the acceptance of work with the exception of the development of Software;
- Part C with additional provisions regarding the development and/or delivery of Software.
- 1.4 Documentation:
Brochures, product information, factory drawings, instructions, test certificates, catalogues, price lists, folders and all data provided in or with an Offer or during the performance of the Agreement, such as but not limited to: designs, drawings/images, plans, descriptions, explanations, ideas, models, samples, tables, diagrams, databases, software, calculations and all other information that is confidential by nature, provided by the Contractor.
- 1.5 Defect:
There is a defect if the Item(s) Delivered by the Contractor to the Client under the Agreement are not complete and/or do not meet the specifications and/or do not possess the property(s) that the Contractor explicitly confirmed to the Client in writing before or upon conclusion of the Agreement.
- 1.6 Delivered:
The goods delivered by the Contractor under the Agreement, including (part of) the Work and/or Activities that the Contractor has delivered to the Client or performed for the Client under the Agreement.
- 1.7 Without delay:
As soon as reasonably possible.
- 1.8 Assignment:
The agreed Activities as well as the agreed Work and other items to be delivered by the Contractor under the Agreement.
- 1.9 Order Confirmation:
The written communication from Contractor to Client summarizing the contents of the Agreement. The Order Confirmation will usually describe the scope of the agreed delivery and the agreed prices and conditions.
- 1.10 Client:
The party to whom the Offer made by the Contractor is addressed, to whom the Contractor has delivered and/or with whom the Contractor has entered into an agreement.
- 1.11 Contractor:
Ankersmid Process BV, registered in the trade register of the Chamber of Commerce under number 20074905 in Zwolle.
- 1.12 Agreement:
The Agreement between the Client and the Contractor, including any amendments agreed upon after its conclusion, and the agreed additional work and reduced work.
- 1.13 Parties:
Client and Contractor.
- 1.14 Party:
One of the Parties.
- 1.15 In writing:
Correspondence by registered letter, bailiff's writ, regular mail or fax.
This also includes correspondence by electronic medium (such as by e-mail or web form) to the extent that neither Party has demonstrably objected to the use of the electronic medium in question.
- 1.16 Supplier:
The party from which the Contractor obtains the goods offered by him.
- 1.17 Work:
The tangible item or parts thereof that must be created by the Contractor for the Client in order to fulfil the Agreement, such as a device, machine, semi-finished product, building, installation or other item.
- 1.18 Activities:
The activities that the Contractor performs for the Client in the performance of the Agreement concerning the delivery of services insofar as these do not relate to the creation of a Work for the Client. This may include, for example, conducting research and development (R&D), conducting feasibility studies, providing advice, developing, designing, building and delivering and/or adapting software, systems or operating systems, designing mechanical and electrical installations, performing service and maintenance, assembly, disassembly, installation, uninstallation, coupling and uncoupling, installation, construction, dismantling, demolition, adjustment, calibration, validation, configuration, adjustment and setting work, commissioning, testing, measuring, calibrating, inspection, inventory, training, workshops, guidance, etc. Services provided are generally often charged per hour on the basis of a post-calculation when it concerns a pure obligation of effort.

2 Applicability of the ALV2024, titles and language

- 2.1 Applicability
These Terms and Conditions apply to every Offer, to every delivery by Contractor, to every Agreement between Contractor and Client and to all other legal relationships between Client and Contractor. Deviations from these ALV2024 are only valid to the extent that they have been expressly confirmed in Writing by Contractor to Client.
- 2.2 Authorized persons
Only employees of the Contractor who are authorized to do so according to the trade register of the Chamber of Commerce are authorized to perform legal acts on behalf of the Contractor. Legal acts performed by persons other than those authorized to do so according to the trade register cannot be invoked against the party on whose behalf the legal acts were performed unless the Contractor has confirmed these legal acts in writing. Legal acts include making an Offer, guaranteeing certain properties of a product, making promises about delivery dates, changing previously made agreements, entering into an agreement, etc.



- 2.3 Requirements for digital communication
During the existence of the legal relationship, the Contractor may impose requirements on communication between the Parties or the performance of legal acts via digital media.
- 2.4 Titles stipulate
The titles and articles of the ALV2024 are solely intended to facilitate the reading and clarity thereof and have no other meaning. In particular, the titles cannot be used for the interpretation of the ALV2024.
- 2.5 References
Where the ALV2024 refers to article numbers, those article numbers refer to the relevant articles from the ALV2024 unless it is clear from the text that the reference refers to articles from another document or source.
- 2.6 Proof of receipt
If the recipient disputes that certain Written correspondence has reached him, the burden of proof that the recipient has received this correspondence shall lie with the sender. In the event of correspondence by electronic medium will, unless convincing evidence to the contrary is provided, serve as the sole evidence of data relating to sending and receiving as recorded on the Contractor's server(s).
- 2.7 Mutual priority clauses
To the extent that a provision in Parts B or C of the ALV2024 applies to the relevant Agreement or to a part thereof and a provision in Part B or C conflicts with a provision in Part A, the provision in Parts B or C shall prevail over the relevant provision in Part A with which it conflicts.
- 2.8 Language
The ALV2024 drawn up in Dutch shall prevail over the ALV2024 translated into English or any other language.
- 2.9 Goodwill
If the Contractor - consciously or unconsciously - at any time does not invoke any provision of these ALV2024, he does not thereby reject or forfeit the right to invoke it at a later stage.
- 3 The Offer and the conclusion of the Agreement**
- 3.1 Without obligation
Each Offer is without obligation unless a term for acceptance is stated in the Offer. A non-binding Offer can be withdrawn without delay after acceptance. In that case, no Agreement will be concluded.
- 3.2 Offer and acceptance
The Agreement is concluded by a Written Offer and its acceptance in accordance with Articles 3.4 to 3.6.
- 3.3 Sales via webshop
Notwithstanding the other provisions of this article, if an order is placed via a webshop, the Agreement will only be concluded when it has been confirmed in writing by the Contractor to the Client by means of an Order Confirmation.
- 3.4 Amended acceptance
If the acceptance by the Client of an Offer made by the Contractor deviates in any way from the Offer, the Agreement will only be concluded at the time that Contractor accepts the deviation in writing and thereby confirms the formation and content of the Agreement by means of an Order Confirmation.
- 3.5 Non-written acceptance
If the Offer or acceptance or both the Offer and the acceptance did not take place in Writing, the Agreement will only be concluded at the time that the Contractor confirms the conclusion and the content of the Agreement by means of an Order Confirmation and the Client does not object to this in Writing Without Delay.
- 3.6 Agreement by commencement of work
If for any reason the procedure as described in Article 3.2, 3.4, or 3.5 is deviated from then the Agreement will nevertheless be concluded, but subject to the following. Agreement will then be concluded at the moment that Contractor actually commences the performance of the Agreement or instructs third parties to do so. In such a situation, unless Client provides proof to the contrary, the invoice will be deemed to fully and correctly reflect the content of the Agreement.
- 3.7 Attached information
Documentation provided by or on behalf of the Contractor shall only bind the Contractor to the extent that the Offer explicitly refers to data from this Documentation.
- 3.8 Documentation in singular
Contractor shall provide Documentation free of charge in single copies to the extent agreed or deemed relevant by Contractor. Client shall owe Contractor a reasonable fee for additional copies of such Documentation.
- 3.9 Providing security
At the first request of the Contractor, the Client shall provide the Contractor with adequate security at its own expense for the timely fulfilment of its obligations under the Agreement.
- 3.10 Enabling third parties
The Contractor is authorized to engage third parties for the purpose of executing the Agreement concluded between the Parties and to charge the costs thereof to the Client in accordance with that Agreement.
- 4 Confidentiality**
- 4.1 Ban
Without the written permission of the Contractor, the Client is prohibited from copying or reproducing Documentation or parts thereof in any way whatsoever, from making it known to third parties, from allowing it to be used by third parties, from selling it to third parties or from making it available to third parties.
- 4.2 Right of Use Documentation
Client is only permitted to use Documentation to the extent necessary for the conclusion or performance of the Agreement. At the first request of Contractor, and if the Agreement is not concluded, ends prematurely or is cancelled, Client must immediately return all Documentation provided to him to Contractor at his own expense.
- 4.3 Limited circle of readers
Client will share the Documentation within its own organization only with its own employees and to the extent that this is necessary for the creation or fulfillment of the Agreement. By receiving the Documentation, Client guarantees that it has taken and will take adequate measures in a timely manner to prevent the Documentation or leak parts thereof to persons other than those persons/third parties who may take cognizance of the Documentation on the basis of this article.
- 5 Amendment of the Agreement**
- 5.1 Written Only
An amendment to the Agreement may only be agreed upon in Writing. If the Parties have reached agreement on a specific amendment to the Agreement, the Contractor will confirm the amendment to the Client in Writing. This confirmation will in any case show what the substantive, financial and time-related consequences of the amendment are.



- 5.2 Or modified version
If the Parties agree in substance on the desired amendment to the Agreement but the Written Requirements as set out in Article 5.1 have not been met, and the Contractor complies with the Agreement in an amended form with the knowledge of the Client, the invoice or invoices received by the Client from the Contractor shall be deemed to reflect the correct content and scope of the amended Agreement, unless the Client provides proof to the contrary.
- 5.3 Costs Already Delivered
If an amendment to the Agreement has been agreed, the Client is in any case obliged to reimburse the Contractor for the agreed price for the Work already Delivered and/or performed by the Contractor up to the time of the amendment.
- 5.4 Cost of changing
If an amendment to the Agreement has been agreed, the Client must reimburse the Contractor for the associated costs as a result of the amendment, as determined in all reasonableness by the Contractor. This may include, among other things, the cost price of materials or manpower already purchased, price changes of supplies, or cancellation costs as a result of the cancellation of supplies that were initially required for the performance of the unchanged Agreement.
- 5.5 Delivery times are subject to change
If an amendment to the Agreement has been agreed, the Contractor shall have the right to deviate from previously agreed delivery times and lead times to the extent that it deems this necessary in order to be able to fulfil the Agreement in its amended form.

6 Interim termination

- 6.1 Mutual consent
The parties may only jointly agree that the Agreement will end prematurely and under what conditions such termination will take place.

7 Prices

- 7.1 Euros
Unless otherwise stated in the Offer, all prices are in euros and exclusive of VAT, exclusive of import duties and other levies, taxes or excise duties, exclusive of packaging costs, exclusive of insurance costs and exclusive of disposal contribution(s).
- 7.2 Costs of transport and insurance in the Netherlands
Unless otherwise agreed, the costs of transport and insurance for delivery within the Netherlands will be borne by the Client.
- 7.3 Costs of transport and insurance abroad
In the event of delivery outside the Netherlands, unless otherwise agreed, delivery will take place ex-works manufacturer in accordance with the most current version of the Incoterms at the time the offer is made.
- 7.4 Other costs
The costs of assembly, installation, mounting, extension, connecting or disconnecting, construction, connection, adjustment, adjustment, calibration, validation, calibration, instruction, testing, checking and commissioning are only included in the price or part of the delivery, insofar as the Parties have agreed to this in writing.
- 7.5 Exchange rate fluctuations > +/- 2%
In the event of a non-binding Offer and also if this reservation is included in a binding Offer, the Contractor is entitled to adjust prices if the official currency parity at the time of purchase of the required goods and/or the time of delivery deviates by more than 2% from the currency parity on the date on which the Offer was made, whereby the latter parity is set at 100.

8 Risk

- 8.1 Risk transport Netherlands
In the event of shipment within the Netherlands, the risk of theft, damage, destruction or deterioration shall pass to the Client at the time of delivery of the goods in question, taking into account the other provisions of this article.
- 8.2 Risk of transport abroad
In case of delivery outside the Netherlands, the risk associated with transport is regulated in accordance with the provisions of the Incoterms agreed by the Parties (see article 7.3).
- 8.3 Transport risk within the gates
The risk during transport on the Client's premises is at all times for the account of the Client unless the Client can prove that the damage was caused by intent or gross negligence on the part of the Contractor's management.
- 8.4 Risk after transport abroad
In the event of delivery outside the Netherlands, the risk of theft, damage or deterioration shall in any case be transferred to the Client at the time that the Contractor has fulfilled all its obligations in accordance with the agreed provisions of the Incoterms.
- 8.5 Risk actions
Except in cases of intent or gross negligence by the management of the Contractor and unless otherwise agreed, the following risk shall be borne by the Client, without prejudice to the provisions of Article 18: The risk of loss, theft, damage, destruction or deterioration of the Items Supplied by the Contractor, the property of the Client and that of third parties, in connection with the performance by the Contractor of work for the purpose of, but not limited to, assembly, installation, extension, addition, connection, connection, adjustment, calibration, validation, calibration, instruction, testing, inspection and commissioning.
- 8.6 Risk matters under Contractor
If the Contractor has separated items for the benefit of the Client from its other stock items but has not yet delivered them for whatever reason, or if the Contractor retains items for the benefit of the Client from the Client, for example for repair, inspection, calibration, validation, training, testing or for whatever reason, the risk of loss, theft, damage, destruction or deterioration shall be borne by the Client unless the relevant risk has materialized as a result of intent or gross negligence on the part of the Contractor's management.
- 8.7 Risk of returning goods Client
In the event that the Contractor has items of the Client in its possession for repair, inspection, etc. and these items have to be sent or transported for whatever reason, the risk of loss, theft, damage, destruction or deterioration during that transport shall be borne by the Client.

9 Delivery

- 9.1 Administration costs
For orders that do not exceed an amount to be determined by the Contractor, the Contractor may charge a fee to be determined by the Contractor as a contribution to the administrative and logistical costs.
- 9.2 Time of delivery
The moment of delivery is, in the case of delivery within the Netherlands, the moment at which the goods to be delivered are unloaded or discharged at the place agreed for that purpose. The moment of delivery is, in the case of delivery outside the Netherlands, the moment at which the Contractor has fulfilled all obligations in accordance with the



- provisions of the Incoterms agreed by the Parties (see article 7.3). For the moment at which the risk passes, see article 8, for the moment at which the ownership passes, see article 16.
- 9.3 Reporting transport damage etc.
The Client must report any shortages, defects and damage in writing directly to the Contractor within 24 hours of delivery, failing which the goods will be deemed to have reached the Client in good order, complete and without damage or breakage.
- 9.4 Deliveries in parts
The Contractor is entitled to deliver the goods to be delivered in parts and to invoice these parts separately.
- 9.5 Acceptance
If a test, trial or inspection (hereinafter: 'Acceptance Test') has been agreed with respect to a delivery and a Defect is found, the notification of that Defect must take place Without Delay in accordance with the provisions of Article 17.4. If no Defect is reported Without Delay after the Acceptance Test in accordance with the provisions of Article 17.4, the delivery shall be deemed to be in accordance with the justified expectations of the Client.
- 9.6 Returns
Returns to Contractor of goods supplied by Contractor or any part thereof, for whatever reason, may only take place after prior written consent and only in accordance with any shipping instructions from Contractor to Client.
- 9.7 Do not accept goods
In the event that the Client does not accept a delivery offered by the Contractor or has indicated that it will not accept it, the Contractor is nevertheless entitled to charge the Client for the goods in question and the Contractor is furthermore entitled to store these goods at its own discretion and at the expense and risk of the Client for as long as it deems it sensible to do so, without prejudice to all other rights granted to it by law in connection with the Client's failure to comply.
- 9.8 Permits
The Client shall itself and at its own expense ensure that it obtains any permits, concessions, licenses, approvals, etc. that are necessary to enable the Contractor to properly fulfill all its obligations arising from the Agreement.
- 9.9 Export Control and Sanctions Compliance
- 9.91. Client shall comply with all applicable sanctions, embargoes and (re)export control laws and regulations, and in each case with those of the European Union, the United States of America and any locally applicable jurisdictions (collectively, "Export Regulations").
- 9.92. Prior to any transaction by Client in respect of goods (including hardware, software, technology and associated documentation) supplied by Contractor ("Goods"), or works and services (including maintenance and technical support) performed by Contractor ("Services") with a third party, Client shall take appropriate measures to verify and declare that:
- the use, transfer or distribution of such Goods and Services by the Client, the brokering of contracts or the provision of other economic resources in connection with Goods or Services shall not be in breach of Export Regulations, also taking into account any prohibitions to circumvent them (e.g. by unnecessary diversion);
 - the Goods and Services are not intended or provided for any prohibited or unauthorized non-civilian purposes (e.g. armaments, nuclear technology, weapons or any other defense and military use);
 - Client shall indemnify all direct and indirect parties involved in the receipt, use, transfer or distribution of the Goods and Services screened against all applicable restricted party lists of the Export Regulations with respect to trade with entities, persons and organisations listed therein; and
 - Goods and Services falling within the scope of goods-related restrictions as specified in the respective Annexes to the Export Regulations shall not, unless permitted by the Export Regulations, (a) be exported directly or indirectly (for example via Eurasian Economic Union (EAEU) countries) to Russia or Belarus, or (b) be resold to a third party business partner who does not make a prior commitment not to export such goods and services to Russia or Belarus.
- 9.93. At the request of the Contractor, the Client shall immediately provide the Contractor with all information provide with respect to the specific end customer, specific destination and specific intended use of Goods and Services. Client shall notify Contractor before Client discloses to Contractor any information that is defense related or requires controlled or special data processing in accordance with applicable government regulations, and shall use the disclosure tools and methods specified by Contractor.
- 9.94. Client shall indemnify and hold harmless Contractor, its affiliates, subcontractors and their representatives from and against all claims, damages, penalties and costs (including attorneys' fees and expenses) in any way related to Client's failure to comply with this clause, including the breach or alleged breach by Client and its third party business partners of Export Regulations, and Client shall compensate Contractor for all losses and expenses resulting therefrom.
- 9.95. Contractor shall not be obliged to fulfil any agreement if such fulfilment is prevented by obstacles arising from national or international foreign trade or customs requirements, embargoes or other sanctions.
- 10 Call-off orders**
- 10.1 Definition
Parties may agree that the Client will purchase a certain quantity within a certain period and that the Client will purchase this quantity in more than one separate delivery, according to a specific call-off schedule. This agreement is hereinafter referred to as 'Call-off order'. In that case, the Contractor has the right to separately deliver the aforementioned to invoice separate deliveries.
- 10.2 Deliveries according to call-off schedule
If a Call-off Order has been agreed, the Contractor will offer the individual partial deliveries on the agreed delivery dates without any action being required from the Client.
- 10.3 Deviation from call-off schedule
After a Call-off Order has been agreed, the Parties may agree to deviate from a specific delivery time of the call-off schedule, taking into account the following paragraphs of this article.
- 10.4 Written confirmation
Any change to the call-off schedule will only come into effect after the changed delivery dates of the relevant partial deliveries have been confirmed in writing by the Contractor to the Client.
- 10.5 Keep in stock longer
If, as a result of an agreed change to the call-off schedule, the Contractor must keep goods in stock for longer than would have been the case if the original call-off schedule had been followed, the Contractor will keep these goods at the expense and risk of the Client.
- 10.6 Change call-off schedule and end date
If the Parties agree on a new delivery date for a specific partial delivery of a Call-off Order, the other agreed delivery dates of partial deliveries will remain unchanged and will therefore not automatically be moved along. A newly agreed delivery date of a partial delivery cannot be later than the originally agreed delivery date of the last partial delivery of the Call-off Order. If the Client wishes to change the delivery date of the last term of the Call-off Order, the Agreement must be amended for this purpose as described in Article 5.
- 10.7 Interrupt call-off order
A Call-Off Order may only be terminated prematurely with the consent of both Parties, taking into account the provisions of Article 6. If the agreed price was based on the purchase of a certain volume and if a higher price would have been charged for the final purchase of a lower volume, the Client is in any case obliged to pay the difference, without prejudice to the provisions of Article 6.



11 Spare parts

- 11.1 After warranty period
After the agreed warranty period has expired, the Contractor cannot be obliged to supply spare parts for delivered goods.
- 11.2 Spare parts warranty
If the Contractor supplies or installs spare parts to repair a Defect, the warranty period for these spare parts will not start again. The warranty period of the original delivery remains unchanged.
- 11.3 Parts no longer available
To the extent that the Contractor is obliged by law or Agreement to supply spare parts for goods or parts thereof previously delivered to the Client, this obligation shall lapse at the time that the Contractor no longer has these spare parts in stock and that they are also no longer available on the market at reasonable conditions through regular channels.
- 11.4 Similar goods/parts
In the event that the Contractor is obliged to replace goods or parts thereof delivered to the Client, it is free to deliver a comparable good or part to the extent that it deems it suitable for the same normal use for which the good or part thereof to be replaced was suitable.
- 11.5 Consumables
If the Parties have not made any written agreements regarding the availability of consumables, the Contractor will no longer be obliged to supply consumables after the agreed warranty period has expired.

12 Delivery times

- 12.1 Foreign Supplies
It may occur that the goods offered by the Contractor, such as components, semi-finished products or raw materials required for the production thereof, hereinafter: 'Foreign Supplies', are supplied directly or indirectly from various continents and countries and/or are obtained from various Suppliers. The Contractor cannot rule out that these Foreign Supplies may in exceptional cases only be obtained with difficulty or even not at all for some time as a result of, for example, a shortage of raw materials on the world market, environmental disasters and significant fluctuations on the supply side. As a result, it is not always possible for the Contractor to predict when exactly the order can be delivered when placing the order. In order to inform the Client as accurately as possible, the Contractor uses the method described in the following paragraphs of this article.
- 12.2 No fatal deadlines
Contractor shall provide estimated delivery times in its Offer. After the Agreement has been concluded, Contractor may verify these estimated delivery times and confirm them to Client. The verified delivery times may differ from the estimated delivery times from the Offer. Neither the estimated delivery times nor the verified delivery times are fatal terms.
- 12.3 Extend delivery times
Because unexpected situations may arise during the purchase, production, assembly and transport of the ordered goods and the materials, raw materials and semi-finished products processed therein, over which the Contractor reasonably believes it has no influence, the Contractor has the right to extend the verified delivery times by a maximum of four weeks. To this end, the Contractor will send a confirmation before the end of the verified delivery period, stating the new verified delivery time(s).
- 12.4 Termination after four extensions
Client is authorized to terminate the Agreement in whole or in part if the expected delivery time has been extended more than four times. If Client terminates the Agreement on the basis of this provision, this will not result in any obligation of either Party to compensate the other Party for damage suffered as a result of such termination.
- 12.5 Notice of default required for default on agreed delivery date
If the Parties have agreed at the request of the Client that deliveries must take place on a specific day and it has been made known in writing before or upon conclusion of the Agreement that later delivery is not acceptable, the Contractor will not be in default with regard to exceeding those agreed delivery times until he has been given written notice of default and has been offered a reasonable period to still deliver. In determining the reasonable period, the currently applicable delivery times and production lead times, the duration of any transport(s) and the availability of raw materials and building materials must in any case, but not exclusively, be taken into account.
- 13 Force Majeure (Non-Attributable Failure)
- 13.1 No obligation in case of force majeure
Neither Party shall be obliged to fulfil any obligation, including any warranty obligation agreed between the Parties, if prevented from doing so as a result of force majeure.
- 13.2 Scope
Force majeure is also understood to mean: (I) force majeure of Suppliers of Contractor, (II) failure to properly fulfill obligations of Suppliers prescribed by Client to Contractor, (III) defectiveness of goods, equipment, software or third party materials the use of which has been prescribed by the Client to the Contractor, (IV) government action, (V) power failure, (VI) failure of the Internet, service providers, computer network or telecommunications facilities, (VII) war, (VIII) occupation, (IX) strike, (X) general transportation problems and (XI) unavailability of one or more staff members whose personal efforts are necessary in connection with compliance, (XII) terrorist attacks or occupation, (XIII) epidemics and pandemics, (XIV) financial crisis, (XV) failure of the payment network of the banks concerned.
- 13.3 (Partial) Dissolve
If a force majeure situation lasts longer than ninety days, either Party shall have the right to terminate the Agreement in writing, or if there is already a situation of force majeure under the Agreement has been performed, to be partially dissolved. In the event of partial dissolution or the impossibility to undo the performance, the Parties shall be obliged to make a partial payment or compensation for the value. The Parties shall make payments in connection with this settlement without delay.
- 13.4 Notice of force majeure
If the Contractor wishes to invoke force majeure, he will inform the Client of this as soon as this is practically possible. The consequences of force majeure take effect from the moment that the circumstance, cause or event leading to this has occurred.
- 13.5 Suspend
If the Contractor is prevented from fulfilling any due obligation towards the Client due to force majeure and the force majeure situation will in the opinion of the Contractor be of a temporary or transitory nature, the Contractor shall be entitled to suspend the performance of the Agreement until the circumstance that caused the force majeure situation no longer applies.
- 13.6 Priority
If the Contractor is prevented from fulfilling its obligations towards one or more of its customers or Clients as a result of force majeure, but not its obligations towards all customers and Clients, the Contractor shall be entitled to decide at its own discretion which of the obligations and towards which customers and Clients it will fulfill, as well as the order in which this will take place.

14 Warranty

- 14.1 Product Warranty
Subject to the other provisions of these general terms and conditions, the Contractor guarantees only that the Delivered Goods, with the exception of consumables, meet the product specifications at the time of delivery and that they possess the properties confirmed in writing by the Contractor to the Client before or upon conclusion of the Agreement.



- 14.2 **Extended Warranty/Performance Warranty**
The parties may agree that the Contractor provides a guarantee that goes beyond the product guarantee as referred to in Article 14.1, taking into account the provisions of this paragraph. The Contractor only guarantees that the Delivered Item will function and/or perform in a certain way in combination with items supplied by third parties and/or in combination with items of the Client (for example in a process, in a machine or in an installation of the Client), hereinafter: "Performance Guarantee", when and to the extent that this has been explicitly confirmed in writing by the Contractor to the Client before or upon conclusion of the Agreement, in accordance with Article 2.2. The conditions for the creation of a result obligation regarding a Work, as included in Article 28.4, also apply to the creation of a Performance Guarantee. A Performance Guarantee expires at the moment that after delivery it becomes apparent that there are circumstances which, in the opinion of the Contractor, negatively affect the functioning of the Deliverable and which had not already been reported to the Contractor by the Client before or upon conclusion of the agreement and which had been confirmed in writing by the Contractor Contractor to Client were confirmed. Unless otherwise agreed, a Functional Warranty expires after twelve (12) months after delivery.
- 14.3 **Term**
Unless other warranty periods are stated in the Offer, the warranty stated in 14.1 for new items is twelve (12) months from the moment of delivery. Unless stated otherwise in the Offer, no warranty is given on used items delivered by the Contractor.
- 14.4 **Report Defect during warranty**
If the Client has become aware of a Defect and wishes to make a claim under the warranty regarding the defective delivery, the Client must report this Defect in accordance with the provisions of Article 17.4, otherwise the right to do so will lapse.
- 14.5 **Repair or replacement**
If, in the opinion of the Contractor, there is indeed a Defect that can be attributed to him and if the Client is entitled to a warranty as referred to in Article 14.1 in respect of this Defect, the Contractor will, at his discretion, either ensure that this Defect is repaired or that the defective item is replaced, unless this repair or replacement cannot reasonably be expected of him.
- 14.6 **Method of recovery**
The Contractor is free to carry out the repair of a Defect itself or to outsource this or to engage third parties for this purpose.
- 14.7 **Sending to Contractor**
Goods that qualify for warranty must be delivered to Contractor by Client at Client's own expense. All costs incurred as a result, such as but not limited to costs related to installation, dismantling, calibration, verification, start-up, production loss, waiting time, production downtime, packaging, insurance and transport, shall be borne by Client.
- 14.8 **Reimbursement of costs**
If the goods sent to the Contractor under warranty appear to show no Defects after inspection in the opinion of the Contractor, or if the Client is not entitled to a warranty, the Client is obliged to reimburse the Contractor for all costs for inspection, storage and shipping.
- 14.9 **What is not covered by the warranty**
Without prejudice to the other provisions of this article, the Client shall in no event be entitled to a guarantee:
 - if the Delivered Goods have not been used for the purpose and under the circumstances for which they were delivered;
 - if the Delivered Goods are used contrary to the instructions and regulations etc.;
 - with regard to matters made available for processing by the Client;
 - if the alleged Defect is the result of wear and tear resulting from normal use;
 - on delivered Work that has the character of an obligation of effort;
 - on matters prescribed by the Client or obtained by the Contractor from third parties designated by the Client.
- 14.10 **Expiration of warranty**
All warranty claims shall lapse immediately if without the written consent of Contractor:
 - changes, adjustments and/or repairs have been made to the Delivered Goods;
 - the Delivered Goods are not or have not been used or treated accurately in accordance with the supplied and/or applicable (factory) instructions or operating instructions;
 - the Delivered Goods are or have otherwise been used or treated injudiciously;
 - a software adjustment or upgrade has taken place in or with respect to the Deliverable that was not carried out by the Contractor itself or by a third party designated by the Contractor;
 - the Delivered Goods are or have been used or applied for purposes other than those for which they are intended;
 - the Delivered Goods are or have been used in a manner which could not reasonably have been foreseen by the Contractor on the basis of the information provided by the Client to the Contractor before or at the time the Agreement was concluded.
- 14.11 **Waiver of warranty obligations**
As long as the Client fails to fulfil one or more of its obligations towards the Contractor under any Agreement, or fails to fulfil them in full, the Contractor shall be released from its warranty obligations from the moment that the Client fails to fulfil its obligations properly until the moment that the Client has again properly fulfilled all its obligations towards the Contractor. During the period that the Contractor is released from its warranty obligations, the warranty period continues.
- 14.12 **Damage during warranty period**
To the extent that the Contractor is obliged during the warranty period to compensate for damage or costs suffered by the Client as a result of a Defect, compliance with the warranty obligation by the Contractor shall be considered as the sole and full compensation for damages.
- 15 Security rights**
- 15.1 **Right of retention**
The Contractor has a right of retention on all goods held by the Contractor by or on behalf of the Client, regardless of the cause or reason thereof, as long as the Client has not fulfilled all its obligations towards the Contractor.
- 15.2 **Case formation**
If the Client (partly) forms a new item from items supplied by the Contractor, the Client shall form the newly formed item for the Contractor until the Client has fulfilled all its obligations arising from the Agreement towards the Contractor. In that case, the Contractor shall have all rights as owner of the formed item until the moment of full payment by the Client. By entering into the Agreement with The Contractor grants the Client permission to enter its premises and buildings to take possession of its property.
- 15.3 **Lien**
At the first request of the Contractor and at the expense of the Client, the Client shall cooperate in establishing a non-possessory pledge on newly formed items as referred to in Article 15.2, in which items delivered by the Contractor are incorporated, as long as The Client has not yet fulfilled all of its obligations towards the Contractor.
- 16 Retention of title**
- 16.1 **Extended Disclaimer**
Without prejudice to the provisions of Article 8 regarding risk and the transfer thereof, all goods delivered by or on behalf of the Contractor shall remain the property of the Contractor until such time as the Client has fulfilled all its due obligations towards the Contractor.
- 16.2 **Good care**



- The Client is obliged - as long as the ownership of goods delivered by or on behalf of the Contractor still remains with the Contractor in accordance with the provisions of Article 16.1 - to keep these goods separate from other goods in such a way that they can be easily and clearly recognised as the goods of the Contractor.
- 16.3 **Reclaim**
In the event of non-payment of any amount owed and due by the Client to the Contractor, and furthermore in the event that the Agreement ends other than by completion, the Contractor shall be entitled to reclaim the goods in respect of which the retention of title applies as property and to take (or have taken) the related measures, offsetting any amount already paid in respect of those goods, without prejudice to the right of the Contractor to claim compensation for any loss or damage. In the event of such non-payment or termination of the Agreement, any claim that the Contractor has against the Client shall be immediately due and payable in full.
- 16.4 **Retrieve goods**
At the first request of the Contractor, the Client shall provide a power of attorney for the immediate return of the goods that have not yet been paid for in full, wherever they may be. The Client undertakes to cooperate at the first request of the Contractor in order to enable the Contractor to exercise its retention of title, including any disassembly, extension, closure, disconnection, etc.
- 16.5 **Consequences of sale**
The Client is entitled to sell or use goods in respect of which a retention of title in favor of the Contractor applies in the context of normal business operations; however, no security right may be established on these goods, while the Client may not perform (or have performed) any actions in respect of these goods that would make them part or component of one or more other goods. In the event that goods are delivered in respect of which a retention of title in favor of the Contractor still applies, the Client is obliged to retain ownership thereof itself and, at the first request of the Contractor, to transfer all claims on the debtor of the Client, up to the amount owed, to the Contractor.
- 17 Preventing damage, reporting defects**
- 17.1 **Care Contractor**
In fulfilling the Agreement, the Contractor shall exercise the care that may reasonably be expected of him. Nevertheless, it cannot be ruled out that the Item Supplied by the Contractor will not arrive at the Client without Defects as a result of events during transport or unforeseen circumstances or will show Defects as a result of the manner in which it is used by the Client.
- 17.2 **Prevent damage**
The Items Supplied by the Contractor may possibly be used in processes or installations of the Client. The manner in which the Items Supplied are installed or used, including The circumstances in which the Delivered Goods are used and the specific requirements that are set for the Delivered Goods are usually not fully known to the Contractor. If the Delivered Goods unexpectedly show a Defect, this may cause damage to the Client. The extent of this damage largely depends on the way in which the processes and installations of the Client are set up and what those processes and installations are for. Important factors include the method and speed of monitoring, whether or not redundant implementations, frequency and depth of inspections, types and method of alarms in the event of malfunctions, whether or not there is permanent supervision, malfunction handling routines and related business processes, quality of maintenance, etc. Because all of the aforementioned parameters lie within the domain of the Client, the Client is responsible for taking adequate measures to prevent unnecessary or unnecessarily high damage in the event that a good delivered by the Contractor becomes defective.
- 17.3 **Warning**
The use of improperly functioning items can have serious consequences for the functioning of processes or installations of which the Delivered is a part or for the persons involved. This is therefore strongly discouraged by the Contractor.
- 17.4 **Defect Report**
The Client must report a Defect to the Contractor in Writing without delay after he has become aware of it or could or should reasonably have become aware of it if he had taken sufficient measures as referred to in Article 17.2. The report of the Defect must be so specific that it is clear to the Contractor without further inquiry what the nature of the Defect is and what actions may reasonably be expected of him. When reporting the Defect, The Defect must describe all relevant circumstances that are or could be important for an assessment of the nature of the Defect.
- 18 Liability**
- 18.1 **Conditions for compensation for damages**
Except in the case of intent or gross negligence by the management of the Contractor and in compliance with the other provisions of the ALV2024 and in particular the other paragraphs of this article, the Contractor is only obliged to compensate the Client for the damage suffered by the latter as a result of a Defect. The obligation to compensate for damage does not arise until each of the following conditions has been met:
- the Defect must have been reported by the Client to the Contractor in the manner described in Article 17.4;
 - there must be a default as described in Article 18.2 and Article 18.3;
 - the damage must be attributable to the Contractor;
 - The Client has sufficiently demonstrated that he has taken adequate precautionary measures to prevent or limit the damage as referred to in, among others, Articles 17.2 and 17.3.
- 18.2 **Duration of absence**
The Contractor shall be in default for the period during which performance is not provided after it has become due and payable and the requirements of Article 18.3 have been met, except to the extent that the delay cannot be attributed to the Contractor or performance has already become permanently impossible.
- 18.3 **Notice of default**
The default as referred to in article 18.2 shall only occur if the Contractor is put in default by the Client by means of a written reminder in which he is given a reasonable period for compliance, and compliance is not forthcoming within this period. In determining the reasonable period, account must be taken in any case, but not exclusively, of the delivery periods and production lead times applicable at the time of the notice of default, the duration of any transport(s) and the availability of raw materials and building materials.
- 18.4 **Liability insurance**
The Contractor may, but is not required to, insure itself against damage that may arise as a result of a shortcoming attributable to it in the fulfillment of its obligations towards the Client. By entering into an Agreement, the Client accepts that he is responsible for checking in advance whether the coverage provided by the liability insurance taken out by the Contractor is, in his opinion, sufficient for the relevant Assignment. At the first request of the Client, the Contractor will send a copy of the relevant insurance policy to the Client.
- 18.5 **Limitation of liability**
If the Contractor is liable to the Client in accordance with the above and is obliged to compensate the Client for its damage, the obligation to compensate for damage is limited to compensation for direct damage and to a maximum of the amount involved in the Agreement (excl. VAT). If it mainly concerns a long-term agreement with a term of more than one year, the amount involved in the Agreement is set at the total of the fees (excl. VAT) agreed for one year. In any case, the obligation to pay damages is limited to a maximum of €500,000 (five hundred thousand euros). Direct damage is understood to mean exclusively: (I) repair, restoration or replacement costs, (II) reasonable costs to determine the cause and extent of the damage, (III) reasonable costs incurred to prevent or limit damage, to the extent that the other party demonstrates that these costs have led to a limitation of direct damage as referred to in these general terms and conditions. In the event that the insurer pays out an amount in connection with the liability of the Contractor as referred to above, the obligation to compensate for damages is also limited to the amount that the insurer pays out for the case in question or to what is covered by the insurance.
- 18.6 **Exclusion of liability for indirect damage**
The Contractor's liability is excluded for indirect damage or consequential damage, which in any case includes:
- damage other than the damage for the Contractor to remedy the direct consequences of the non-compliance;
 - damage due to loss of profit, production downtime, destruction or deterioration of goods as a result of production downtime, missed savings, business stagnation or reduced goodwill;



- damage resulting from claims by third parties, including customers of the Client;
 - damage related to the use of items prescribed by the Client to the Contractor, such as but not limited to: installations, tools, machines, materials or data, information or software from third parties;
 - damage related to the use of suppliers, programmers, consultants or inspectors prescribed by the Client to the Contractor;
 - damage resulting from mutilation, destruction or loss of data, digital equipment settings, software, information, data or documents.
- 18.7 Other exclusions
The Contractor's liability is further excluded for:
- the direct and indirect consequences of failure by the Client to strictly comply with the instructions for use or operation;
 - normal wear and tear, and damage and/or wear and tear caused by improper use and as a result of overloading or any other form of abnormal use.
 - abnormal or unforeseen circumstances or circumstances which the Contractor could not reasonably have taken into account on the basis of the information submitted to him when concluding the Agreement;
 - damage against which the Client could have insured himself.
- 18.8 Cumulation
The exclusions and limitations of the Contractor's liability as described in Article 18 do not affect the other limitations and exclusions as included in the ALV2024.
- 18.9 Statute of limitations
Any claim that the Client has against the Contractor shall lapse after a period of twelve (12) months after the claim arose and in any event after three years have elapsed after delivery by the Contractor, regardless of the legal basis of the claim.
- 18.10 Disclaimer
The Client shall indemnify and hold harmless the Contractor against all claims by third parties for compensation for damages suffered by such third parties, including claims for product liability and infringement of intellectual property rights, as a result of goods supplied by the Client to such third parties that partly consisted of goods supplied by the Contractor.
- 18.11 Appeal to ALV2024 by others
The provisions of this article as well as all other limitations and exclusions of liability mentioned in the ALV2024 also apply in favor of employees employed by the Contractor and of all (legal) persons used by the Contractor in the performance of the Agreement and in favor of the group of which it is part.
- 18.12 General terms and conditions for third parties
With regard to goods and services which the Contractor has obtained from a third party, the provisions applicable to the relevant agreement regarding warranty, spare parts and liability shall also apply to the Agreement between the Contractor and the Client, if and to the extent that the Contractor invokes them. By entering into an Agreement, the Client authorizes the Contractor to accept a limitation of the liability of this third party.
- 19 Intellectual property rights**
- 19.1 Property
All intellectual property rights, hereinafter referred to as 'IP', on the work supplied by the Contractor Client supplied, developed or made available - including Documentation, inventions, ideas, software, ICs, data files, diagrams, equipment, samples, circuits, methods, setups, installations, solutions, analyses, designs, reports, quotations;
- are the sole property of the Contractor or its licensor(s) or Supplier(s).
- 19.2 Right of use deliveries
Unless otherwise agreed in writing, the Client shall, in connection with the agreed deliveries, insofar as applicable, obtain only the perpetual, non-exclusive and non-transferable rights of use for the specific application for which the delivery was intended and exclusively for use in the country where the delivery was to take place according to the Agreement.
- 19.3 Moment of transfer of right of use
The rights of use referred to in Article 19.1 shall only be transferred to the Client when the relevant deliveries are complete and have taken place properly and the Client has fulfilled all its obligations under the Agreement towards the Contractor.
- 19.4 Registration of IP rights
To the extent that registration is required with regard to the rights referred to in 19.1 before the right in question can arise, the Client is prohibited from performing the relevant registration acts (or having them performed) without the written permission of the Contractor.
- 19.5 Infringement
If, against all expectations, it should appear that a good sold by Contractor to Client in the Netherlands infringes an intellectual property right of a third party, and Client is held liable in this regard, Client is obliged to inform Contractor thereof immediately in writing. In that case, Contractor is entitled, at its own discretion, to remedy this infringement by:
- to grant the Client the right to use that property, or
 - to modify the property in such a way that it no longer constitutes an infringement, or
 - to supply a non-infringing replacement good, or
 - to refund the purchase price to the Client after the goods have been returned to him, less a reasonable compensation for the period during which the goods were available to the Client.
- With regard to infringement of an IP right outside the Netherlands, the Client shall not be able to assert any claim or demand against the Contractor.
- 19.6 Disclaimer of IP liability
The Contractor shall not be liable for the infringement of any intellectual property right or any other exclusive right resulting from:
- any change in or to a good sold or delivered by or on behalf of the Contractor;
 - any use or application of such goods other than that prescribed by the Contractor or which the Contractor could assume on the basis of the Agreement;
 - integration, use or application with goods, including (parts of) systems and networks, not sold or supplied by or on behalf of the Contractor;
 - a software modification that was not made by or on behalf of the Contractor.
- 20 Payment**
- 20.1 Payment terms
Client shall pay the invoices according to the payment conditions stated on the invoice. If no specific conditions are stated on the invoice, Client shall pay within thirty (30) days after the invoice date stated on the invoice.
Client is not entitled to offset or suspend a payment. The value date stated on the bank statements of Contractor on which a payment is received shall be deemed to be the day on which the payment was made.
- 20.2 Payment order
Any payment by the Client shall – if applicable – first be applied to the payment of the interest owed by the Client and the collection costs and administration costs owed to the Contractor, and then to the payment of the outstanding claims in order of age.
- 20.3 Late payment
If the Client fails to pay amounts owed by him to the Contractor on time, the Client shall owe statutory interest for commercial transactions on the outstanding amount, calculated cumulatively per month, without any notice of default or reminder being required. If the Client fails to meet his payment obligations within a reasonable period after a payment reminder, reminder or notice of default, he shall be in default by operation of law. From that moment on, in addition to the costs determined in court, the Client shall also be obliged to reimburse the Contractor for the actual legal costs incurred by the Contractor and the actual extrajudicial costs incurred, including the costs charged by party and/or judicial experts.



- 20.4 Advertising invoice
Complaints regarding an invoice must be submitted to the Contractor in writing within eight (8) days of the date of that invoice.
- 20.5 Payment obligation remains
Reporting a Defect as described in Article 14.4 and/or Article 17.4 releases the Client not from its payment obligations to the Contractor
- 21 Termination of Agreement
- 21.1 Dissolution
In the event that either Party is in default, this shall entitle the other Party to terminate the Agreement in whole or in part.
- 21.2 Compensation for damages
In the event of termination by the Client, the Contractor is not obliged to pay compensation to the Client.
- 21.3 Immediate termination in specific cases
The Contractor may terminate the Agreement without notice of default with immediate effect if the other Party is declared bankrupt, assigns its estate, is granted (provisional or definitive) suspension of payments, if all or part of the assets of the other Party are seized or if the company of the other Party is liquidated or terminated.
- 21.4 Consequences of dissolution
If a Party terminates an Agreement pursuant to the provisions of this article, the amounts owed by the Client to the Contractor at the time of termination shall remain fully due and payable and the Client shall owe interest and costs on these amounts in accordance with the provisions of the ALV2024, without prejudice to the right of the Contractor to claim damages, to exercise the rights arising from retention of title, to take other (legal) measures and other rights to which the Contractor is entitled.
- 22 Cancellation at the request of the Client**
- 22.1 Mutual consent
Client may request Contractor to agree to the cancellation of an Agreement that has already been placed but not yet executed. Cancellation of an Agreement may not take place until Parties have reached written agreement on the cancellation conditions, including the amount of the cancellation costs, and after all agreed cancellation conditions have been fully met in the opinion of Contractor.
- 22.2 Time of cancellation
As long as the Parties have not reached an agreement on the cancellation conditions or as long as the cancellation conditions have not been fully met in the opinion of the Contractor, the Agreement shall continue and the Parties shall remain obligated to fully fulfill their mutual obligations under such Agreement.
- 22.3 Cancellation fee height
The amount of the cancellation costs will be determined by the Contractor on a case-by-case basis. The following factors are important for determining the amount of the cancellation costs:
- the amount involved in the Agreement;
 - the extent to which the implementation of the Agreement has already progressed;
 - the type of Agreement (delivery of goods, development assignment, delivery of work, service agreement, training/education, etc.);
 - the costs that the Contractor has already incurred up to the moment of cancellation, the obligations that the Contractor has already entered into in connection with the performance of the Agreement;
 - the actions that the Contractor must take in connection with the cancellation;
 - the profit that the Contractor loses as a result of the cancellation.
- 22.4 Damage due to cancellation
In the event of cancellation of an Agreement, the Contractor shall under no circumstances be obliged to compensate any damage that the Client suffers or could suffer as a result of such cancellation.
- 23 Applicable law and disputes**
- 23.1 Dutch law
Dutch law applies to any Offer made by Contractor, any Agreement entered into by or on behalf of Contractor and any other legal relationship between Parties. The applicability of the Vienna Sales Convention 1980 is excluded.
- 23.2 Forum selection
Disputes arising from an Agreement concluded between Contractor and Client shall be submitted to the competent court in the district in which Contractor is established as the court of first instance, provided that if a particular court is mandatorily designated as the competent court, the dispute shall be settled by the court thus designated as the court of first instance, all without prejudice to the right of Contractor to seize assets and take or have taken other provisional measures at the place(s) before the judicial authorities where Contractor deems this desirable.
- 23.3 Other
The provisions of Article 23.2 shall not affect the right of the Contractor to submit a dispute to the competent court in accordance with the normal rules of jurisdiction or to have it settled by arbitration or binding advice.
- 24 Validity
In the event that any provision of these ALV2024 should be invalid and/or unenforceable in whole or in part, as a result of any statutory provision, judicial decision, or any directive, decision, recommendation or measure of any local, regional, national or supranational authority or body, or otherwise, this shall not affect the validity of any other provision of these ALV2024. If any provision of these ALV2024 should be invalid for any reason whatsoever, reason as referred to in the previous sentence, but would be valid if it had a more limited scope or effect, then this provision will automatically apply with the most far-reaching or extensive limited scope or effect with or within which it is valid.
- 25 Deposit
These general terms and conditions have been filed with the Chamber of Commerce under number 20074905.

PART B:
Regarding Agreements for the performance of Activities and the acceptance of Work

- 26 Applicability**
- 26.1 Activities and Work
The provisions of Part B of the ALV2024 apply to all legal relationships between the Client and the Contractor concerning the performance of Activities and the acceptance of Work, without prejudice to the applicability of the provisions of Part A of the ALV2024, which, to the extent applicable, also apply to the delivery of Activities and the acceptance of Work.
- 26.2 Part B > Part A
The provisions of Part B of the ALV2024 therefore supplement the provisions of Part A of the ALV2024. If a provision of Part B of the ALV2024 is also applicable and is wholly or partly in conflict with a provision of Part A of the ALV2024, the provision of Part B of the ALV2024 shall prevail to the extent of the conflict.
- 27 Definitions**
- 27.1 Acceptance of Work:



The creation (making, building, delivering) of a tangible object on behalf of the Client. This may include, for example, the creation of an installation, test setup, system, machine, device, printed circuit board, switch cabinet, etc. For the creation of the Work, the Parties will generally agree on a target price, record specifications and make agreements about additional and reduced work and the method of acceptance and testing.

- 27.2 **Design data:**
All data and circumstances, including information, data, specifications, requirements, method of use and environmental conditions, on the basis of which the Contractor must perform Activities or deliver Work or which he must otherwise take into account in the performance of the Agreement, insofar as these have been provided by the Client before or during the conclusion of the Agreement and have been provided by the Contractor to the Client confirmed. To the extent that during the execution of the Agreement additional relevant data and/or circumstances become known to the Contractor, these will only become part of the Design Data if this has been explicitly confirmed in Writing by the Contractor to the Client.
- 27.3 **Assignment:**
The assignment to perform Activities and/or deliver Work as specified in the Agreement and the ALV2024 and Design Data.
- 28 The Assignment**
- 28.1 **To come into being**
The Agreement concerning the delivery of Activities and/or a Work can only
To be concluded in writing in accordance with Article 3. The operation of Article 3.7 is excluded for the delivery of Activities and of a Work.
- 28.2 **Scope**
The scope of the Assignment and the specifications that the Deliverables must meet are determined exclusively by what the Parties have agreed in Writing.
- 28.3 **Obligation to make an effort**
The Activities to be performed by the Contractor shall be in the nature of obligations of best efforts, unless it has been explicitly agreed that they shall be in the nature of an obligation of results and the intended result has been described with sufficient certainty in accordance with the provisions of the following paragraph.
- 28.4 **Result obligations**
Parties may agree in writing that the Contractor must achieve a specific result by executing the Assignment. In that case, there is only an obligation to achieve a result if the following conditions are also met:
- all Design Data required by the Contractor that are important for achieving the agreed result must have been reported by the Client to the Contractor before or during the conclusion of the Agreement and confirmed by the Contractor to the Client;
 - after the conclusion of the Agreement, in the opinion of the Contractor, nothing has changed to an adverse effect in the information, data and circumstances referred to in the previous point;
 - the criteria and circumstances under which it is assessed whether the agreed result has been achieved must be crystal clear and objectively measurable in the agreed manner;
 - the manner in which the Parties determine whether the agreed result has been achieved must be confirmed in writing by the Contractor to the Client before or upon conclusion of the Agreement.
- 28.5 **Partial result obligation**
To the extent that the Parties have agreed on an obligation to achieve a result but the conditions for this have not been fully met, the Agreement has the character of an obligation to make an effort to the extent that, in the opinion of the Contractor, the guaranteed result could not be achieved as a result of the failure to meet the aforementioned conditions.
- 29 Scope**
- 29.1 **Basis for the Activities and Work**
The Contractor shall perform the agreed Activities and produce the agreed Work based on the Design Data.
- 29.2 **Design Data Format**
Client will deliver the Design Data digitally in the agreed format as much as possible. If nothing has been agreed on this, the Design Data will be delivered digitally in the format specified by Contractor. Necessary adjustments, ordering, conversions and sorting of the Design Data will be carried out by Client at the first request of Contractor.
- 29.3 **Access systems**
To the extent that the Contractor deems it necessary for the performance of the Activities that he has access to installations, networks or systems of the Client, the Client shall cooperate with this Without Delay. The Contractor shall not be liable for damage or costs resulting from the use of the networks, systems or installations of the Client unless the Client proves that the damage or costs are the result of intent or gross negligence on the part of the management of the Contractor.
- 29.4 **Correctness of Design Data**
The Client guarantees the correctness and completeness of the Design Data. If, in the opinion of the Contractor, there are imperfections in the Design Data, the Client is entitled to suspend its Activities until the imperfections have been removed by the Client. In such a case, the Client, without prejudice to the right of the Contractor to compensation for damages, will in any case owe the Contractor the applicable compensation for what has already been done in the execution of the Agreement, while the Contractor is then also entitled to charge additional costs according to its usual rates. The Client cannot derive any right to compensation from the suspension by the Contractor, regardless of the legal basis thereof.
- 29.5 **Client's duty to provide information**
The Client is obliged to promptly disclose to the Contractor all relevant data and circumstances that fall within its domain and could be important for the performance of the Agreement.
- 30 Delivery time**
- 30.1 **Start of delivery period**
If the Parties have agreed on a specific delivery period, this period shall commence on the day following the day on which, where applicable, each of the following conditions has been met:
- the Agreement regarding the Assignment has been concluded;
 - all Design Data deemed necessary by the Contractor in connection with the execution of the Assignment have been made available by the Client in the correct format;
 - to the extent that an advance payment has been agreed, it has been received by the Contractor;
 - the day on which, in the opinion of the Contractor, all formalities necessary in connection with the execution of the Assignment have been completed, including obtaining permits;
 - to the extent that work needs to be carried out in connection with the execution of the Assignment on a site to be designated by the Client or on an installation, network or system to be designated by the Client, this/ these has/have been prepared for this purpose in the opinion of the Contractor and the Contractor has unhindered access to this/these or has/have been made available to him/her.
- 30.2 **Delivery date instead of delivery term**
If no delivery period but a delivery date has been agreed, the delivery period is equal to the number of days between the moment the Agreement is concluded and the agreed delivery date. This period will not commence before the moment at which all conditions mentioned in article 30.1 have been met. The moment of delivery will in that case be the moment at which the aforementioned delivery period has expired, taking into account the other provisions of article 30.
- 30.3 **Delay**
If a delay occurs during the execution of the Order that cannot be fully attributed to the Contractor, the delivery period will be extended by the duration of that delay.



30.4 Extend delivery time
If, during the execution of the Assignment, the conditions for commencement of the delivery period as described in Article 30.1 are no longer met and the progress of the agreed Activities and/or the Work is therefore, in the opinion of the Contractor, hindered, the delivery period will be extended by the number of days that those conditions are no longer met.

30.5 No fatal delivery time
The agreed delivery period is an estimated delivery period, based on - at the time the Offer is made - delivery times of Suppliers, information and circumstances known to the Contractor. If during the delivery period circumstances arise through no fault of the Contractor as a result of which the agreed delivery period can no longer be achieved, the delivery period will be extended to the extent necessary in the opinion of the Contractor.

30.6 Delay > 16 weeks
In the event that the total delay as referred to in article 30.5 exceeds sixteen (16) weeks, the Client shall have the right to terminate the Agreement. In that event, the Contractor shall not be obliged to compensate any damage or costs incurred by the Client as a result of the later delivery and/or termination.

31 Facilitation by Client

31.1 Client Obligations

Unless and to the extent expressly agreed otherwise, the Client shall itself - in the opinion of the Contractor - ensure sufficient and timely:

31.1 earthworks, paving, piling, demolition, foundation, concrete, carpentry and upholstery work or other additional works of any nature whatsoever;

- good and constant accessibility of the place(s) and guidance to/at the place(s) where the Contractor must have access in connection with the execution of the Assignment;
- drawings, documentation, maps, diagrams and explanations required by the Contractor concerning the Client's site and the items therein;
- the assistance required for placing or moving items that cannot reasonably be handled by two people, as well as the hoisting and/or lifting equipment and similar aids to be operated;
- the provision, installation and, after completion of the Contractor's Activities, removal of scaffolding, racks and ladders;
- the supply of fuels, energy and auxiliary materials such as compressed air, gas, water, electricity, diesel and petrol, supply and discharge pipes and the required connection points, necessary for the execution of the Order and any testing and commissioning;
- the provision of switching and safety equipment and cables for the electric motors and/or other electrical equipment to be supplied or used, with the exception of starting and control resistors that form part of the electrical equipment;
- making available, during the duration of the execution of the Assignment, in the immediate vicinity of the place(s) where the Assignment is to be executed, a dry, heated, illuminated and separately lockable space of sufficient size, as accommodation for the workmen concerned and for storing the materials and tools to be processed or used and the personal belongings of the workmen, as well as making available a toilet;
- work required to restore parts that have become dirty, damaged or out of order, or which no longer function, to a good and usable condition, unless the contamination or damage was caused by the Contractor's subordinates;
- starting up and/or maintaining in operation and/or stopping installations that fall under the management of the Client to the extent that this is desirable or necessary for the execution of the Assignment;
- adequate lighting and, where applicable, bringing and maintaining the required or desired temperature and humidity of the place(s) where the Assignment is to be carried out, so that the Activities or the Work can proceed without difficulty;
- applications for and timely payment of amounts due in respect of supply lines, connections, land tax, nuisance permits, permits under the Environmental Management Act and other legislation relating to the environment, (re)construction permits and other legal requirements.

31.2 Excess materials
Replaced, removed or terminated materials become the property of the Contractor unless the Contractor does not exercise that right.

32 Additional/less work

32.1 Changes/extensions/restrictions
Parties may agree on a change or additional or reduced work of the agreed Activities or the Work. If a fixed price has been agreed in the Agreement, Contractor will inform Client of the financial, time and other consequences of the desired change.

32.2 Additional/reduced work is a change to the Agreement
If the Parties agree on a change or additional or reduced work, this shall be considered as a change to the Agreement as referred to in Article 5.

32.3 Delivery times are shifting
If the Parties agree to a change to the Agreement, the agreed delivery period or delivery date will be extended or postponed by the number of days necessary to implement the change to the Agreement.

32.4 Necessary change
If the Contractor is of the opinion in connection with the performance of the Activities or the Work that a change and/or extension thereof is necessary or reasonably desirable, he will inform the Client thereof. If the Client does not then submit the proposed change(s) and/or extension(s) and the associated costs in writing within fourteen (14) days, price change, Contractor shall be entitled to suspend the fulfillment of its obligations towards Client. In that case, Client shall be obliged to pay Contractor compensation for the Work already performed and the Deliverables already delivered, based on Contractor's applicable rates, without prejudice to Contractor's right to compensation for the damage suffered by it.

32.5 Payment for additional work
Unless otherwise agreed, additional work may be invoiced separately by the Contractor after the additional work has been completed according to the Contractor.

33 Delivery and collection

33.1 Milestones
If it has been agreed that the Assignment will be carried out in phases, the Contractor shall be entitled to postpone or suspend the Activities and deliveries relating to a subsequent step or phase or any part of such Activities or deliveries until the Client has approved the results of the preceding step(s) or phase(s) in writing in accordance with the agreed test criteria.

33.2 Test period
Unless otherwise agreed, the Client will test the Deliverables against the agreed test criteria within the test period of eight (8) working days, starting from the moment that the Contractor has indicated that the Deliverables are ready for acceptance.

33.3 Extension of test period
If during the execution of the test(s) it appears that the progress of the test(s) is being hampered by a Defect in the Item(s) Supplied, the Client will inform the Contractor of this in writing in as much detail as possible; in such a case the test period will be interrupted until the Item(s) Supplied is again offered for testing.

33.4 Report Defects to Delivered Items during Testing
The Client shall notify the Contractor of any Defect that comes to light during the tests or during the warranty period without delay, in writing and with proper substantiation and documentation.
The Contractor shall not be obliged to remedy a Defect until it has received all available data from the Client that is required to remedy the Defect.

33.5 Costs of repairing defects
The repair of a Defect found during the tests will take place free of charge when a fixed price has been agreed. If no fixed price was agreed, the Contractor is entitled to a reasonable compensation according to the agreed prices and rates for the efforts involved in the repair of the Defect.



- 33.6 **Test criteria**
The test criteria should preferably be agreed upon in writing by the Parties before or at the time of the conclusion of the Agreement. Subjective criteria do not form part of the test criteria.
Criteria agreed upon later shall only apply to the extent that they have been confirmed in writing by the Contractor to the Client. The Client may not rely on the fact that the Delivered Goods do not meet certain requirements if these requirements are not part of the agreed test criteria. Failure to meet the test criteria constitutes a Defect as referred to in Article 1.5.
- 33.7 **Time of delivery Delivered**
The Item Supplied shall have been properly delivered and accepted on the earliest of the following occasions:
- the moment at which the Client has inspected the Delivered Goods after testing them according to the agreed test criteria and has not found any essential Defect as referred to in Article 33.9.
- the moment at which the test period has expired, calculated from the day following the day on which the Contractor has notified the Client in writing that the Deliverable is ready for acceptance and the Client has failed to test the Deliverable within the test period;
- the moment at which the test period has expired, calculated from the day following the day on which the Contractor has notified the Client in writing that the Item/Service Supplied is ready for acceptance and the Client has not notified the Contractor in writing of an essential Defect (as described in article 33.9) in the Item/Service Supplied;
- the moment that the Client has actually put the Delivered Goods or the installation of which they form or have formed a part after installation into use;
- the moment at which the Client has paid the invoices for the Delivered Goods.
- 33.8 **Post-delivery activities**
To the extent that the delivery of a Work has been agreed and the Contractor is still required to perform Activities in connection with that Work (for example calibration or providing instructions), the Work shall nevertheless be deemed to have been delivered and accepted when the Work itself is deemed to have been delivered and accepted on the basis of Article 33.7.
- 33.9 **Essential Defect**
An essential Defect is understood to mean a shortcoming that, in the opinion of the Contractor, significantly impedes the normal functioning or normal use of the Delivered Goods.
- 33.10 **Recovery of Non-Essential Defect**
If, in the context of tests in connection with the acceptance, only one or more non-essential Defects are discovered shall be deemed to have been delivered. The Contractor is obliged to remedy this/these non-essential Defect(s) as soon as possible. A non-essential Defect does not give the Client the right not to accept the Delivered Goods, to terminate the Agreement in whole or in part or to suspend payments.
- 33.11 **Advices**
Advice, information provided, data and/or suggestions from the Contractor regarding the use, placement, commissioning, installation, extension etc. of the Delivered Goods only have the character of a guarantee of, for example, efficiency, accuracy, compatibility with other matters, operation in a specific environment or installation, etc., if this has been explicitly agreed in accordance with the provisions of Article 14.2.
- 34 Warranty**
- 34.1 **Switching determination**
The warranty provisions of Article 14 of ALV2024 also apply to the delivery of a Work and Activities, insofar as they may be applicable thereto given the specific nature of the Delivered Item.
- 34.2 **In accordance with agreed specifications**
The Contractor guarantees that it will perform the Activities and the Work in accordance with the Design Data and that it will perform them in such a way that they comply with the agreed specifications and the reasonable requirements that can be set for them, taking into account Article 28.2.
- 34.3 **Warranty period for normal use**
Unless otherwise agreed, the warranty period applies for use during working days of eight (8) hours per day. If the Delivered Goods are used during working days of more than eight (8) hours per day, the actual warranty period will be shorter accordingly.
- 34.4 **Exclusion**
The Contractor does not provide any warranty on items that have been assembled, installed, adjusted, calibrated, validated, tested, inspected, adjusted and/or put into operation etc. by or on behalf of the Contractor, but which have not been supplied by or on behalf of the Contractor itself.
- 35 Liability**
Without prejudice to the provisions of Article 18, the following provisions shall apply.
- 35.1 **Exclusions regarding Work**
The Contractor shall not be liable for any damage or costs incurred as a result of:
- performing Work on or in connection with goods supplied by third parties;
- incorrect, late or incomplete Design Data submitted by the Client;
- performing Work for the purpose of using, testing, commissioning or decommissioning a Work of which goods supplied by third parties form part or in which such goods have been assembled or installed;
- performing Work on a Work that has become part of a matter of the Client (for example by installing it) in the period prior to the moment that the Item/Service Supplied has been properly delivered and accepted;
- items used in the performance of Activities at the request, advice or instruction of the Client;
- Work performed by persons recommended or appointed by the Client.
- 35.2 **Exclusions regarding Work**
Furthermore, the Contractor is not liable for damage or costs resulting from:
- the design or parts of the design of the Work to the extent that this design/these parts of the design have not been made entirely by the Contractor itself;
- the malfunctioning of the Client's machines, installations or processes of which the Item/Service Supplied has become part in the period prior to the moment at which the Item/Service Supplied was properly delivered and accepted;
- the use of certain components in the Work to the extent that those components have been applied at the request, advice or instruction of the Client or have been obtained from a Supplier designated or recommended by the Client.
- PART C:**
Regarding development and delivery of Software
- 36 Applicability**
- 36.1 **Deliveries of Software**
The provisions in Part C of the ALV2024 apply to all legal relationships between the Client and the Contractor concerning the development and/or delivery of Software or adjustments thereto, without prejudice to the applicability of the provisions of Part A and Part B of the ALV2024.
- 36.2 **Part C prevails**
The provisions of Part C of the ALV2024 supplement the provisions of Part A and Part B of the ALV2024. If a provision of Part C of the ALV2024 also applies and is wholly or partly in conflict with a provision of Part A or Part B of the ALV2024, the provision of Part C of the ALV2024 shall prevail to the extent of the conflict.
- 36.3 **Explanation regarding Software**



- Designing, creating or writing Software and related activities shall be considered as providing services. Within the ALV2024, creating Software falls under Activities (see, among others, article 1.18).
- 37 Definitions
- 37.1 Custom Software:
Software, websites, protocols or operating systems developed by the Contractor on behalf of the Client, or adjustments to existing software, websites, protocols or operating systems developed on behalf of the Client.
- 37.2 Standard Package:
The software that is or was offered on the market by the Contractor as standard software in the general sense of the word, whether or not adapted, set up, configured, modified or expanded for the benefit of the Client.
- 37.3 Software:
Standard Package and/or Custom Software.
- 38 General**
- 38.1 License Agreement
If Software is supplied by Contractor and the modalities of its use are not regulated in a separate license agreement, the provisions of Part C of the ALV2024 shall apply to the deliveries and use of that Software to the extent applicable. If the use is regulated in a separate license agreement concerning Software supplied by Contractor, the provisions in that license agreement shall prevail over those in Part C of the ALV2024.
- 38.2 Service/maintenance agreement
If the Parties have concluded a service or maintenance agreement with respect to Software supplied by the Contractor, the provisions thereof regarding the reporting and repair of Defects, maintenance of old releases and costs shall prevail over the relevant provisions from Part C of the ALV2024.
- 38.3 Scope of right of use
Upon delivery of Software, Client shall obtain with respect to that Software the non-transferable, non-exclusive right of use for its own use, for the application for which Software was sold, for the location for which the Software was sold. Unless otherwise agreed, the above-mentioned right of use shall commence at the time that Client has fulfilled all its obligations towards Contractor. The right of use does not include the right to change or adapt the Software and is non-transferable.
- 38.4 Further rights
Parties may make additional agreements regarding further rights.
- 38.5 Duration
If no term of the right of use of a Standard Package has been agreed, the term stated in Article 38.3 certain right of unlimited duration.
- 38.6 Own use and further development
The Contractor is at all times entitled to use, apply, further develop and sell to third parties Software developed by, on behalf of or on behalf of the Contractor.
- 38.7 Warranty
Unless otherwise agreed, in deviation from the term mentioned in article 14.3, the warranty period with respect to Software is 3 (three) months from delivery. Unless explicitly agreed otherwise, taking into account the provisions of article 2.2 and article 28.4, Contractor does not guarantee that the Software delivered by him is suitable for the intended and/or actual use by Client.
- 38.8 Report Defect
Client shall report a Defect to Contractor without delay after becoming aware of it. Furthermore, article 33.4 applies to reporting a Defect.
- 38.9 Repair Defect
To the extent that the Contractor is obliged to ensure that a Defect is remedied, he will do so to the best of his ability.
- 38.10 Costs of repair after improper use
If, in the opinion of the Contractor, a Defect is wholly or partly caused by or related to improper use or other causes not attributable to the Contractor, or if the Defect could already have been identified during the performance of the tests referred to in Article 33.2, all costs of repair shall be borne by the Client.
- 38.11 Warranty limitations after modification
Contractor shall be released from its warranty obligations if the Software has been modified or changed by parties other than Contractor.
- 38.12 Software is not flawless
Contractor does not warrant that the Software will be error-free, will function without interruption or will be without Defects or that all Defects will be corrected or improved.
- 38.13 New Releases
If a maintenance agreement has been concluded with respect to a Standard Package developed by the Contractor, the Contractor will make this version available to the Client when an improved version of the Standard Package becomes available for the market.
- 38.14 Old releases
After three (3) months from the moment of launching a new version of a Standard Package, the Contractor is no longer obliged to correct any Defects in an older version thereof. The Contractor is entitled, if a new version of the Standard Package is released, to If the standard package offers new features and/or functions compared to older versions, a fee may be charged for making the new version available.
- 38.15 Third party package
If the Contractor does not provide a self-developed Standard Package, but grants the right to use a Standard Package in accordance with the provisions of a user or license agreement of or with a third party, or if the maintenance with respect to a Standard Package is carried out on the basis of or in accordance with the provisions in an agreement between the Contractor and a third party, the provisions of Articles 38.1 to and including 38.14 of the ALV2024 do not apply, but only the provisions of the relevant agreement(s) between the Contractor and that third party(ies). By entering into the Agreement, the Client authorizes the Contractor to purchase the software necessary for the execution of the Assignment and to agree to the associated license conditions. The Contractor will inform the Client of the relevant applicable provisions at the latter's request.
- 38.16 General Data Protection Regulation
The Client shall indemnify the Contractor against claims from third parties whose personal data are registered or processed insofar as such claims relate to data and Software supplied by the Contractor to the Client or data processed by the Contractor for the Client.
- 38.17 Licenses Client
By entering into the Agreement, the Client guarantees that, to the extent that the Contractor must use software, systems, platforms, data and accounts that are in the possession of the Client for the performance of the Activities, the Client has sufficient rights to do so, such as licenses, access rights and authorities. The Client indemnifies the Contractor against all claims by third parties to the extent that the Client does not have the rights referred to above.
- 39 Custom Software**



- 39.1 **Costs of repair during warranty**
Only if a fixed price has been agreed for the development of Custom Software, Contractor will not charge any costs for repairing the Defect. If no fixed price has been agreed, Contractor is authorized to charge the costs associated with the repair to Client.
- 39.2 **Source code customization**
Unless otherwise agreed, the source code does not form part of the Custom Software to be delivered. If the Parties have agreed that the source code forms part of the delivery, the right of use as referred to in article 38.3 also includes the right to adapt or change the Software delivered by the Contractor. If the Contractor is legally obliged to provide the source code to the Client, the Client must pay a reasonable fee for this.
- 40 Standard package**
- 40.1 **Right of use includes one installation**
The Standard Package may only be used by the Client on one processing unit, provided that the software of the Standard Package may be used temporarily on a second processing unit in the event of a malfunction, but only until the malfunction has been resolved.
- 40.2 **Copies**
Unless and to the extent that the Contractor has not set other conditions, the Client is entitled to make a maximum of two back-up copies of the Standard Package for security purposes; these copies may only be used to replace original material that has become unusable. The copies must be provided with the same labels and the same indications as the original material.
- 40.3 **Source Code Standard Package**
The source code of a Standard Package will not be made available to the Client.
- 40.4 **Property**
Ownership of the Standard Package and the IP rights with respect to the Standard Package are not transferred by Contractor to Client. Client shall fully respect the ownership rights and IP rights with respect to the Standard Software. Client shall not remove or make illegible or unrecognizable any indications concerning intellectual property rights such as copyright notices.
- 40.5 **Confidentiality**
By entering into an agreement relating to or partly relating to a Standard Package developed by the Contractor, the Client declares that it is aware that the Standard Package contains confidential information and trade secrets of the Contractor. The Client is obliged to keep the Standard Package confidential and not to disclose it to third parties.