

article 1. General

1. These terms and conditions apply to all offers, quotations, and agreement between Synerflow, henceforth be known as: "User", and a Client on which the User applied these terms and conditions, to the extent that the parties have not explicitly deviated from these conditions in writing.
2. The present terms and conditions also apply to agreements with User, for the implementation of which the User must involve third parties.
3. These terms and conditions are also written for the employees of User and his managing board.
4. The applicability of possible purchase or other conditions of Client is explicitly rejected.
5. If one or more provisions in these terms and conditions are at any time wholly or partially invalid or should be annulled, then the provisions of these terms and conditions remain fully applicable. User and the Client will consult new terms and conditions to replace the invalid or annulled provisions, taking into account the purpose and scope of the original provisions as much as possible.
6. If there is uncertainty about the explanation of one or more provisions of these terms and conditions, the explanation must be "in the spirit" of these provisions.
7. If a situation occurs between parties which is not included in these conditions, this situation has to be treated in the spirit of these conditions.
8. If User does not always desire strict compliance of these conditions, this does not mean its provisions do not apply, or that User would lose any rights to desire strict compliance of the provisions of these conditions in other cases.

article 2 Quotes and offers

- 1 All quotes and offers of User are without any obligations unless a period for acceptance has been set in the quotation. If no period for acceptance was set, no rights can be derived from the quote or offer if the product which the quote or offer applies to is no longer available. User cannot be held responsible for his quotes or offers if the Client can reasonably understand that the quote or offer, or part of it, is an obvious mistake or contains a typographical error.
- 2 The prices stated in a quote or offer are excluding VAT and other government levies,

possibly made charges in the context of the agreement, among which travel and accommodation, shipping and handling fees, unless indicated otherwise.

- 3 If the acceptance (either on minor points or not) deviates from the offer included in the quote, User is not bound by it. The agreement will then not be concluded in accordance with this deviating acceptance unless User indicates otherwise.
- 4 A combined quotation does not obligate User to implement a part of the order at a corresponding part of the stated price. Quotes or offers do not automatically apply to future orders.

article 3 Contract duration; implementation deadlines, risk transfer, implementation and modification agreement; price increase

1. The agreement between User and the Client is for an indefinite period, unless the nature of the agreement ensues otherwise or if parties explicitly agree otherwise in writing.
2. If a period was agreed upon or provided for the implementation of some instances, this will never be a deadline. When exceeding a period, the Client must, therefore, give User a written notice of default. User has to be offered a reasonable period to implement the assigned tasks in the agreement.
3. User will implement the agreement to the best insight and ability and the corresponding demands of good workmanship. All this is based on the current state of the science.
4. User has the right to have certain activities carried out by third parties. The applicability of article 7:404, 7:407 paragraph 2 and 7:409 of the Dutch Civil Code is explicitly excluded.
5. If activities are carried out by User or third parties hired by User, concerning the order at the Client's location or a location appointed by the Client, the Client takes care of the facilities desired by the employees, free of charge.
6. Delivery takes place at the User's company. The Client is obligated to purchase the orders at the moment these are provided to him. If the Client refuses the purchase or is negligent with the providing of information or instructions necessary for the delivery, User is entitled to store the order at the charge and risk of the Client. The risk of loss, damage or depreciation is transferred to the Client as soon as the order is provided to the Client.

7. User is entitled to implement the agreement in several phases and invoice the applied part separately.
 8. If the agreement is implemented in phases, User is allowed to postpone parts that belong to the next stage until the Client gave a written approval of the previous stage.
 9. The Client takes care of providing User timely with all data, of which User indicates the need for, or of which the Client reasonably has to understand is necessary for the implementation of the agreement. If the required data for the implementation of the agreement is not given to User timely, User is entitled to postpone the implementation of the agreement and/or charge the Client for the additional costs resulting from the delay in accordance with the then usual rates. The implementation period does not start until the Client provided the data to User. User is not responsible for damage, of any kind, caused because User used incorrect and/or incomplete data provided by the Client.
 10. If during the implementation of the agreement, it turns out that it is necessary to adjust or supplement the agreement to implement it properly, parties will change the agreement timely and by mutual agreement. If the nature, size, or content of the agreement, whether or not on the request of the Client, of competent authorities etcetera, is adjusted which changes the agreement, therefore, qualitatively and/or quantitatively, this can have consequences for that which was originally agreed upon. Thus, the originally agreed cost can also be increased or decreased. User will make a quotation for this beforehand as much as possible. Because of a possible adjustment to the agreement, the original term of implementation can also be adjusted. The Client accepts the possibility of changing the agreement, which includes the potential adjustments to prices and terms
 11. In case of an adjustment to the agreement, including any supplements, User is entitled to first implement this, after getting permission from the person authorized within User, and after the Client agreed upon the price set before the implementation, and other requirements, including the set term in which this will be implemented. Not or not immediately implementing the adjusted agreement does not result in non-performance by User, and does not entitle the Client to terminate or cancel the agreement.
 12. Without being in default, User is allowed to reject a request for adjusting the agreement, if this would have qualitatively and/or quantitatively consequences, for instance, the work to be performed or goods and/or services to be delivered in that context
 13. If the Client is in default in the proper performance of what he is obliged to the User, the Client is responsible for all direct or indirect damage on User's side.
 14. If User and the Client agree upon a fixed fee or a set price, User is, nevertheless, at all times entitled to increase this fee or expense, without the Client being entitled to terminate the agreement for that reason, as long as the increase of the price is a result of a jurisdiction or obligation under legislation or regulations, or if it is caused by an increase in the price of raw materials, wages etcetera, or for other reasons which were unforeseeable at the time of entering the agreement.
 15. If the price increase, other than as a result of an adjustment to the agreement, exceeds 10% and takes place within three months after finalizing the agreement, then only the Client who is entitled to appeal to Title 5, Section 3 of Book 6 of the Dutch Civil Code is entitled to terminate the agreement through a written explanation, unless User
 - is then still willing to implement the agreement based on the original agreement;
 - if the price increase is a result of jurisdiction or an obligation imposed on the User under the law;
 - if it is negotiated that the delivery will take place longer than three months after finalizing the agreement;
 - or, at the delivery of the goods, it is negotiated that the delivery will take place longer than three months after the purchase.
- article 4 Suspension, termination, and mid-term cancelation of the agreement**
1. User is entitled to suspend the compliance of the commitments, or to terminate the agreement, if the Client does not or does not entirely fulfill the obligations timely, after finalizing the agreement, if circumstances that have come to the knowledge of User give good reason to fear that the Client will not fulfill its obligations if, at the finalization of the agreement, the Client was requested to provide

certainty for the fulfillment of its obligations under the agreement, and this certainty is not forthcoming or is insufficient, or, if User can no longer be expected to comply with the agreement because of delay on the Client's side.

2. Furthermore, User is entitled to terminate the agreement if circumstances arise which are of such nature that compliance with the agreement is impossible, or if other circumstances arise of such nature that unchanged conservation of the agreement cannot reasonably be expected of User.
3. If the agreement is terminated, the claims from User on the Client are immediately due and payable. If User suspends the compliance of the obligations, he retains his rights under the law and agreement.
4. If User decides to suspend or terminate the agreement, he is in no way responsible for a compensation of damage and costs thereby incurred in any way.
5. If the suspension is attributable to the Client, User is entitled to compensation of the damage, including costs which directly or indirectly arose from this.
6. If the Client does not comply with the obligations resulting from the agreement and justifies this non-compliance, User is entitled to immediately terminate the agreement without any obligations of payment of compensation or indemnification from his side, while the Client, on the grounds of breach of contract, is obligated to pay compensation or indemnification.
7. If the agreement is intermediately cancelled by User, User will take care of the transmission of the work that still has to be done by a third party, in consultation with the Client. This, unless the cancellation is attributable to the Client. If the transmission of the work entails any extra costs for User, these are charged to the Client. The Client has to pay these costs within a set period unless User indicates otherwise.
8. In the case of liquidation, of (request of) suspension of payment, or bankruptcy, of seizure - if and insofar the seizure is not annulled within three months - at the expense of the Client, of debt restructuring, or different circumstances which cause the Client to no longer be able to freely dispose of his assets, User is allowed to cancel the agreement immediately, or to annul the order or

agreement, without any obligations of payment of compensation or indemnification from his side. User's claims towards the Client are in that case immediately due and payable.

9. If the Client cancels a placed order or part of the order, the work that was done, and the ordered or prepared goods, plus any possible delivery costs and the working time reserved for the implementation of the agreement, will be billed to the Client integrally.

article 5 Force majeure

1. User is not obliged to comply with any obligations towards the Client if he is hindered as a result of circumstances that are not the fault of User, and neither under the law, a legal act, or prevailing views are for his account.
2. In these terms and conditions, Force majeure is understood as, besides what is understood in this regard in law and case law, all external causes, foreseen or unforeseen, over which User has no control, but as a result of which User is unable to meet his obligations. This includes strikes in User's company or third parties. Furthermore, User has the right to evoke force majeure if the circumstances which hinder (further) compliance with the agreement set in after User had to abide with his commitment.
3. User can suspend the obligations from the agreement during the period force majeure lasts. If this period is longer than two months, each party is entitled to terminate the agreement, without any obligations of compensation to the other party.
4. Insofar as User partially complied with the agreement or will be able to comply with the agreement at the time of the occurrence of force majeure, and the completed part has a reasonable independent value, User is entitled to invoice the already reasonably completed part separately. The Client is obliged to pay this invoice as if there were a separate agreement.

article 6 Payment and collection costs

1. Payment must always be made within 14 days after the invoice date, in a way to be specified by User, in the currency of the invoice, unless User indicated otherwise in written. User is entitled to invoice periodically.
2. If the Client fails to pay the invoice in due time, then the Client is legally in default. Then, the Client owes an interest of 1% per month, unless the legal interest is higher, in which case

the legal interest is owed. The interest on the claimable amount will be calculated from the moment the Client is in default, to the moment of complete payment of the owed amount.

3. User reserves the right to have payments made by the Client extend first to the payment of costs, then to outstanding interest and finally the principal amount and the current interest. User shall have the right, without being in default, to refuse an offer for payment, if the Client designates a different sequence of attribution. User can decline a full redemption of the principal amount if the redemption does not settle the interest due or current interest and the collection costs.
4. The Client is never entitled to set off the amount the Client owes User. Objections to the amounts of invoices do not affect the obligation to pay them. The Client who is not entitled to base an objection of part 6.5.3. (articles 231 to 247 of Book 6 of the Dutch Civil Code) is not entitled to suspend payment of an invoice for any other reason either.
5. If the Client is in default or omits the (timely) fulfillment of his obligations, then all reasonable costs incurred in obtaining said payment out of court are to be carried by the Client. The judicial costs will be calculated based on what is conventional in Dutch collection practice, currently the calculation method according to the *Voorwerk II* report. However, if User demonstrates he has incurred higher expenses, which were necessary for reason, the expenses made shall qualify for reimbursement. Any created judicial, and enforcement costs will also be used to pay the Client. The Client shall also pay interest on the collection expenses owing.

article 7 Retention of title

1. The goods and/or services delivered by User in the context of the agreement stays the property of User until the Client reliably complied with all the obligations stated in the terms and conditions agreed upon with User.
2. The goods and/or services delivered by User, which are subject to the Retention of Title in accordance with paragraph 1 may neither be resold nor used as a means of payment. The Client is not authorized to pledge or encumber in any other way the goods and/or services covered by retention of title.
3. The Client is always obligated to do what is reasonably expected of him in order to

ensure User's property rights. If third parties seize the goods and/or services covered by retention of title or want to establish or enforce rights thereon, the Client is obligated to inform User about this immediately. Furthermore, the Client is obligated to ensure the goods and/or services covered by retention of title and keep insured against fire, explosion and water damage, as well as theft, and allow User to view the policy of this insurance on first request. In case of payment of the insurance, User is entitled to this paperwork. The Client agrees in advance to cooperation with User for anything that is necessary in that context or turns out to be desired.

4. In the case of User wanting to claim the property rights indicated in this article, the Client gives his full and not irrevocable consent in advance to User, and third parties to be designated by User, to access all places User's properties are located at, and to take those back.

article 8 Warranty, research and advertisement, limitation period

1. The goods and/or services to be delivered by User meet the general requirements and the requirements and standards which can reasonably be expected at that moment, and for which they are intended for regular use in The Netherlands. The warranty mentioned in this article applies to goods and/or services designed to be used within The Netherlands. For the usage outside of The Netherlands, the Client has to verify himself whether or not it is suitable to be used there, and whether or not it meets the conditions that are set for this. In that case, User can set different warranties and other conditions with regard to the goods and/or services to be delivered.
2. The warranty referred to in paragraph 1 of this article is valid for 7 days after delivery, unless the nature of the delivered goods and/or services arise otherwise, or parties have agreed otherwise. Is the warranty given by User concerns goods and/or services provided by third parties, the warranty is limited to what is granted for it by the manufacturer of the product unless otherwise indicated.
3. Any form of warranty is cancelled if a default arises as a result of improper use, or use after the expiration date, faulty storage or maintenance by the Client and/or a third party when, without a written consent from User, the

Client or a third party made changes to the goods or tried to make changes, attached other goods to it which were not supposed to be attached to the goods, or in case these were processed or manipulated in a different way than prescribed. The Client is also not entitled to warranty if circumstances caused the damage User has no control over, including weather conditions (such as, but not limited to, extreme rainfall or temperatures) etcetera.

4. The Client is obligated to investigate the delivered goods immediately at the moment he is given access to the goods, respectively the relevant work has been implemented. Besides that, the Client is obligated to investigate if the quality and/or quantity of the delivered goods matches what was agreed upon, and whether or not it meets the demands, the parties agreed upon. Possible visible defaults have to be reported in written to User within seven days. Possible invisible defaults have to be reported in written to User immediately, but in any case within fourteen days. The report has to include a description of the default as detailed as possible, so User is able to react adequately. The Client has to allow User to investigate the complaint, or let the complaint be investigated.
5. If The Client complains in time, this does not suspend the payment obligation. The Client is then still obliged to purchase and payment of the already ordered goods and/or services and that which he ordered User to do and/or deliver.
6. If a default is reported later, the Client does not have the right to reparation, replacement, or compensation.
7. If it is established that goods are defective and were reported in time, User will, by his choice, replace or repair, or compensate this for the Client, within a reasonable time after receiving the goods or, in case it is impossible to have the goods returned, after a written explanation from the Client. In case of replacement, the Client is obligated to return the replaced goods to User, and provide ownership to User, unless User indicates otherwise.
8. If it is established that a complaint is unfounded, all costs caused by this, including investigation costs charged to User, are integrally charged to the Client.
9. After the warranty period, all costs for reparation or replacement, including administration, shipping and travel costs, will be billed to the Client.

10. By contrast with the legal periods of limitation, the period of limitation for all complaints and defence for User and third parties involved in the execution of a contract is one year.

article 9 Liability

1. If User is liable, this liability is limited to that which is agreed upon in this provision
2. User is not liable for damage, of any kind, created by User's assumptions that are the result of incorrect and/or incomplete information given by the Client.
3. If User is liable for any damage, User's liability is limited to a maximum of one invoice value of the order, at least to that part of the order which corresponds with the liability.
4. User's liability is at least always limited to the amount of compensation his insurance company, if applicable.
5. User is only liable for direct damage.
6. Direct damage only includes the reasonable costs of the determination of the cause and the size of the damage, as long as the determination concerns damage as indicated in these terms and conditions, the possible reasonable costs made to have the defective performance of User comply with the agreement, for as much as User is liable for this, and reasonable costs made to prevent or limit damage, as long as the Client can prove these costs resulted in a limitation of direct damage, as indicated in these terms and conditions. User is never liable for indirect damage, including consequential damage, lost profit, missed savings, and damage caused by business stagnation.
7. The limitations indicated in this article of liability do not apply when the damage is due to User's (gross) intent, or his managerial subordinates.

article 10 Indemnification

1. The Client indemnifies User against third-party liability, who may sustain damage attributable to the Client in connection with the execution of the agreement. If User, in that context, is approached by third parties, the Client is obligated to stand with User both outside of and in court, and immediately do anything and everything that may be expected of him in that case. If The Client fails to take

adequate measures, User is entitled to do this himself without notice of default. All costs and damage on User's side and the side of third parties caused by this are at the integral cost and risk of the Client.

Article 11 Intellectual ownership

1. User is entitled to the rights and authorizations assigned to him under the Dutch Copyright Act, and other intellectual property laws and regulations. User has the right also to use the knowledge gained by the execution of the agreement for other purposes, as long as no classified information from the Client is shared with third parties.

Article 12 Applicable law and disputes

1. On all legal relations, User is a party, exclusively Dutch laws apply, also if a commitment is entirely or partially executed abroad, or if the party involved lives abroad. The applicability of the Vienna Sales Convention is excluded.
2. The court in User's place of business shall have exclusive jurisdiction to hear actions unless the law indicates otherwise mandatory. User shall nevertheless be entitled to submit the dispute to the court deemed competent by the law.
3. Parties shall only appeal to the court after having done their very best to settle a dispute amicably in joint consultation.