

General Terms and Conditions

BearTree Automation B.V.

Article 1. Definitions

The terms below have the meaning given in these general terms & conditions, unless stated otherwise or a different meaning is evident from the context.

- a) BearTree: the user of these general terms and conditions: BearTree Automation B.V. established at Douschans 43, 2728GG, Zoetermeer, registered with the Chamber of Commerce under CoC number 75.18.23.78
- b) Client: the company entering into an agreement with BearTree or which has received a quotation/offer from BearTree or with whom BearTree is in any legal relationship or for whom BearTree performs any legal act.
- c) Agreement: the agreement between BearTree and the client.
- d) Work: the work carried out by BearTree at the location designated by the client.
- e) Software: the software that BearTree makes available to the client within the framework of the agreement.

Article 2. General

- a) These general terms and conditions apply to all offers by BearTree and to all agreements entered into by BearTree with the client and to all services provided by BearTree.
- b) BearTree expressly rejects the applicability of the general and/or special purchasing conditions of the client to the legal relationship between the parties, regardless of whether or not these are filed and/or presented by the client on its own stationery, forms or invoices.
- c) Terms that deviate from these general terms and conditions will only apply if they have been accepted by BearTree in writing and explicitly. Such deviating stipulations do not affect the applicability of the other provisions of these general terms and conditions.
- d) These general terms and conditions are provided to the client before or at the time of the conclusion of the agreement.
- e) If one or more of the provisions of these general terms and conditions are null and void or are annulled, the remaining provisions of these general terms and conditions will remain applicable in full. BearTree will replace the invalid or annulled provisions, taking into account the purpose and scope of the original provision(s) as much as possible.
- f) Failure on the part of BearTree to enforce strict compliance with these general terms and conditions will at no time mean that these provisions are not applicable or that BearTree has lost any right to demand strict compliance.

Article 3. Offers and quotations

- a) All offers and quotations are without obligation, unless explicitly stated otherwise.
- b) Offers and quotations will remain valid for 30 days with effect from the date of issue.
- c) Offers and commitments made by intermediaries engaged by BearTree, representatives of BearTree or by other personnel of BearTree will only bind BearTree if and insofar as they have been accepted in writing or electronically by the management of BearTree.
- d) Each quotation is based on performance under normal circumstances and on information, data, documents etc., provided by the client. The client guarantees the correctness and completeness of the requirements and specifications and other data provided by the client to BearTree, on which the latter bases its offer.
- e) BearTree is not bound by errors or mistakes on the website and in brochures, quotations or publications of BearTree.
- f) All images, drawings, information, designs, ideas or concepts processed in or enclosed with an offer, quotation or agreement may only be used in connection with the (to be) granted assignment and may not be used by the client for any other purposes, nor be provided to third parties. All rights to these remain vested in BearTree. The documents referred to always remain the property of BearTree. The client will return all documents (including copies thereof) provided to the client at BearTree's first request within the period set by BearTree.

Article 4. Conclusion of the agreement

An agreement is only concluded when the offer is confirmed in writing by the client or when BearTree has commenced with the factual performance of the order. If the client makes reservations or alterations to the offer upon acceptance, the agreement will not be concluded until the changes and/or reservations have been confirmed in writing by BearTree. If there is no written confirmation from the client, but BearTree has commenced the factual performance of the order, the original offer by BearTree will be leading.

Article 5. Termination of the agreement by the client

- a) The agreement cannot be terminated by the client, other than on the grounds stated in these general terms and conditions, unless such termination is accepted by BearTree in writing, in which case BearTree has the right to charge all related and consequential damages, including loss of profit and costs that the client is obliged to pay in that case.
- b) Prototypes, models, and/or samples invoiced to the client cannot be returned to BearTree for the purpose of crediting.

Article 6. Performance of the agreement

- a) The performance of the agreement will be based on the facts and data reflected by the order confirmation of BearTree. Any changes to the agreement later requested by the client do not bind BearTree, unless they have been explicitly accepted by BearTree in writing, in which case they are subject to any additional conditions imposed by BearTree.
- b) BearTree will perform the agreement to the best of its knowledge and ability and in accordance with the requirements of good craftsmanship, and latest available techniques at the time.
- c) BearTree has the right to engage third parties, to purchase goods from third parties, to purchase services from third parties, and to have the agreement performed in whole or in part by third parties, without notifying the client.
- d) If the agreement is executed in stages, BearTree may suspend the execution of those parts belonging to a subsequent stage until the client has approved the results of the preceding stage in writing or electronically and/or all outstanding invoices have been paid by the client.

Article 7. Prices

- a) All prices are net prices, thus excluding VAT, but including packaging and delivery costs, unless otherwise agreed in writing. Prices may be indexed on January 1st of each year on the basis of the applicable consumer price index of the CBS index.
- b) All prices are based on the cost price of the goods and/or services applicable at the time of the conclusion of the agreement. If the cost price, for whatever reason, rises before delivery, BearTree is entitled to increase the agreed prices accordingly and the client is obliged to pay the increased prices.

Article 8. Additional costs

- a) If the agreement is extended or changed at the request of the client or if there are unforeseen circumstances, additional costs may arise. The client will be informed of the additional costs as soon as possible.
- b) Any additional costs resulting from waiting times and delays, caused by unforeseen circumstances or due to the failure of the client to fulfil its obligations, will be charged to the client.
- c) BearTree is entitled to increase a fixed agreed price if it appears during the performance of the work that the originally agreed or expected amount of work was underestimated to such an extent at the time of the conclusion of the agreement, which is not attributable to BearTree, that BearTree cannot reasonably be expected to perform the agreed work at the originally agreed price.
- d) If the costs of performance of the work are not exceeded by more than 10%, BearTree has the right to charge these costs to the client, without the prior consent of the client.

Article 9. Obligations of the client

- a) The client will ensure that all data and facilities that BearTree indicates are necessary or which the client should reasonably understand to be necessary for the performance of the agreement are provided to BearTree in a timely manner.
- b) In the event that the work is performed at the client's site or at a location designated by the client, the client will provide the reasonably desired facilities free of charge.
- c) If the client makes software, materials or data available to BearTree, these will comply with the specifications prescribed by BearTree.
- d) BearTree assumes that the client complies with all applicable legal obligations.
- e) The client is solely responsible for observing all statutory and otherwise valid regulations regarding the possession, storage, use and installation of the delivered goods that apply in the country where the client is established.
- f) The client will exclusively use the goods delivered by BearTree in accordance with the instructions or technical specifications.
- g) If the client fails to properly or timely fulfil its obligations towards BearTree or those arising from the law, or if the client acts unlawfully towards BearTree, the client is liable for all resulting damage suffered by BearTree, whereby BearTree is entitled to suspend the performance of the agreement.
- h) The client indemnifies BearTree against all third-party claims for compensation of any damage suffered by said third parties caused by or otherwise related to non-compliance of the client with the provisions of the agreement or these general terms and conditions.

Article 10. Delivery and delivery time

- a) Delivery will take place carriage paid, unless agreed otherwise in writing.
- b) The delivery times are approximate and do not bind BearTree.
- c) Failure to meet the agreed delivery time does not constitute a shortcoming on the part of BearTree. Failure to meet the delivery time, for whatever reason, will not entitle the client to compensation for direct or indirect damage, termination of the agreement or non-fulfilment or suspension of any obligation arising from the agreement. However, the client is entitled, after expiry of the delivery period, to notify BearTree of a new reasonable delivery term. If the new delivery term is exceeded, the client is entitled by written notification and without costs to terminate the agreement within fourteen days, without the client being entitled to claim damages.
- d) BearTree has the right to demand cash on delivery.
- e) The client will arrange any import permits, customs formalities and other consents required by law or otherwise in good time. If there is a delay due to the absence of this, the additional costs associated with this will be borne by the client.
- f) The client will take delivery of the delivered goods. If the client does not take delivery of the purchased goods, they will be stored at the client's risk and expense.

Article 11. Work

- a) The client will provide BearTree with timely access, i.e., before BearTree has to commence performance of the work, to:
 - 1) all permits, exemptions, allocations, etc., required for a given assignment;
 - 2) the worksite where BearTree will perform work, which worksite will be easily accessible and fully vacated;
 - 3) sufficient facilities for the supply, storage and/or disposal of materials and tools, etc., all on the instructions of BearTree;
 - 4) gas, water, electricity and connection points;
 - 5) all required data, drawings and calculations.
- b) The client will make the items referred to in paragraph a. of this article available to BearTree free of charge.
- c) The delivery time specified by BearTree commences when the following conditions are met:
 - 1) the client has complied with all the requirements set out in Article 11.1; and
 - 2) the client has paid any down payment charged.
- d) The client will ensure that:
 - 1) the drawings and/or specifications and/or instructions on which the work to be performed by BearTree is based are complete and correct;
 - 2) not yet installed materials or tools of BearTree can be safely stored in places accessible to BearTree;

- 3) the structure in which, to which or on which the agreed work is to be carried out, is suitable for this purpose;
 - 4) the worksite is adequately lit;
 - 5) all legally determined and necessary safety measures and other precautions have been taken and are enforced.
- e. Unless expressly agreed otherwise, the following activities do not form part of the performance of the work: ground, paving work, piling, destruction, foundation, concrete, carpentry, upholstery, hoisting and lifting work.
 - f. Insofar as the client has undertaken to deliver certain materials and/or to have certain work performed, the client is responsible for the timely delivery and/or performance of such work. The client is liable for late delivery or performance.
 - g. The client will enable BearTree to perform the work in an undisturbed, timely and safe manner, in full and in accordance with the agreement and the applicable legal regulations. The client will immediately inform BearTree of any (potentially) hazardous situation. The client will not grant BearTree any instructions that could pose a risk to BearTree.
 - h. The client will, prior to the commencement of work, remove any obstacles, both visible and invisible, present in, on or above the worksite that may impede the performance of the work by BearTree. If such obstacles cause damage to materials of BearTree and/or delay the performance of the work, BearTree will charge the resulting costs to the client.
 - i. A work performed by BearTree is deemed to have been delivered by BearTree to the client at the time that it informs the client that the work in question has been completed, or at the time that the client has taken the work in question into use.
 - j. The client will inspect the work immediately after completion and report any defects detected within 8 days to BearTree.
 - k. After notification as set out in paragraph j. of this article, BearTree will remedy the defect, without prejudice to the right of BearTree to invoke force majeure.
 - l. The client will give BearTree the opportunity to remedy the defect.
 - m. If the performance of the agreed work is no longer possible or meaningful, BearTree will only be liable within the limits of Article 17 of these general terms and conditions.

Article 12. Software and hardware development

- a. The software and hardware will be developed on the basis of the specifications and data provided by the client. BearTree will develop the software with due care on the basis of the data provided by the client. The client guarantees the accuracy, completeness and consistency of the data provided to BearTree.
- b. BearTree is entitled, but not obliged, to examine the correctness, completeness or consistency of the data or specifications made available to it and, in the event of detection of any imperfections, to suspend the agreed work until the client has removed the imperfections in question and to charge the client for any additional costs arising therefrom.
- c. The client cannot claim updates and/or upgrades of the software, unless agreed otherwise in writing with the client.
- d. The client is not entitled to software functions that are desired by the client, but which are not present in the software, unless it has been expressly agreed with BearTree that these functions will be present in the software.
- e. Although the software and hardware are tested extensively before being made available to the client, no indemnification is granted against software or hardware defects.
- f. Except for statutory non-excludable guarantees, the software is made available "as is" to the client. BearTree is therefore not liable for any defects or non-functioning of the software.
- g. If an acceptance test has been agreed, the test period will be fourteen days after delivery. Parts and/or features and/or functions of the software and/or hardware that parties have not agreed in writing do not form part of the acceptance test.
- h. The software will be considered as accepted between the parties:
 - 1) if the parties have not agreed on an acceptance test: at the time of delivery;
 - 2) If the parties have agreed on an acceptance test: on the first day after the test period; or
 - 3) if BearTree receives a test report before the end of the test period: at the time when the errors mentioned in that test report have been corrected, with the exception of minor errors. In deviation therefrom, if the client makes any use of the software for production or operational purposes before the time of explicit acceptance, the software will be deemed fully accepted as of the start of that use.
- i. If, when performing the agreed acceptance test, it appears that the software and/or hardware contains errors that impede the progress of the acceptance test, the client will inform BearTree thereof in writing or by email in detail, in

which case the test period will be interrupted until the software and/or hardware has been modified in such a way that this impediment is removed.

- j. Minor errors in the software cannot be a reason for the client to not accept the software.
- k. If parties have not agreed a fixed price for the development of the software, the costs of repairing errors in the software will be charged to the client.

Article 13. Transfer of risk and retention of title

- a. The risk of the goods passes to the client at the time of delivery.
- b. BearTree retains sole ownership of all goods delivered and yet to be delivered until all claims that BearTree has or will have against the client, including in any event the claims referred to in Section 3:92(2) Dutch Civil Code, have been paid in full.
- c. As long as the ownership of the goods has not been transferred to the client, the client may not:
 - 1) pledge the goods;
 - 2) grant third parties any other right to the goods;
 - 3) resell the goods outside its normal course of business.
- d. The client is not permitted to dispose of the goods in the course of its normal business operations when the client has applied for suspension of payments or has been declared bankrupt.
- e. The client will, at the first request of BearTree, cooperate in the establishment of a first right of pledge on the claims that the client obtains and will acquire on its customers as a result of the delivery of the goods, or to provide another form of security.
- f. The client will store the goods delivered subject to retention of title with due care and as the recognizable property of BearTree. The client will take all reasonable measures to secure the property rights of BearTree.
- g. If the client does not fully fulfil its obligations towards BearTree and in the event of termination of the agreement, for whatever reason, BearTree is entitled to take back all goods subject to the retention of title without prior notice of default or judicial intervention, without prejudice to the right of BearTree to full compensation.
- h. If BearTree wishes to exercise its rights as described in this article, the client will grant BearTree access to all locations where the goods of BearTree are located.
- i. In the event of attachment, suspension of payment or bankruptcy, the client will immediately inform the attachment bailiff, the administrator or the trustee of the (property) rights of BearTree.
- j. The provisions of this article have no effect on the other rights of BearTree.

Article 14. Complaints

- a. Complaints regarding apparent defects in the goods will be made in writing or by email within eight days of delivery. Complaints regarding defects found during testing in accordance with Article 15.b. will be made immediately after testing, written confirmation of the complaint within two days.
- b. Complaints regarding other defects in goods will be made in writing within four weeks after they have been discovered or after they could reasonably have been discovered.
- c. If, in the opinion of BearTree, a complaint is justified, the affected goods will be either replaced, repaired or improved as it chooses. If BearTree chooses to replace the goods, these goods will be returned at its first request.
- d. Goods that are not returned at the request of BearTree or are returned without its consent will not be replaced or repaired and will be returned to the client at its expense.

Article 15. Tests

- a. The goods to be delivered will, as far as possible before shipment, be subjected to the standard tests of BearTree.
- b. If it has been agreed with the client that the goods to be delivered will be subjected to other tests alongside those referred to in Article 15.a., these additional tests will, as far as reasonably possible, be carried out at the client's expense within seven days after installation of the goods at the premises of the client.
- c. If the client has indicated not to be available during the period referred to in the previous paragraph, the tests will be carried out in its absence. The client is not entitled to challenge the results of the tests.

Article 16. Warranty

- a. Unless otherwise agreed in writing, BearTree guarantees the soundness of its produced goods during a period of twelve months after the last acceptance test at the premises of the client or for fifteen months after the acceptance test at the premises of BearTree.
- b. The warranty implies that if the goods show defects during the warranty period, BearTree, at its discretion, will repair the goods, deliver a new part or deliver replacement goods.
- c. No warranty is given on goods assembled and/or installed by BearTree that have not been supplied by BearTree.
- d. The warranty lapses and complaints about the delivered goods will not be accepted for handling if:
 - 1) the client does not, in writing or by email, report defects to BearTree immediately after discovery of the defect;
 - 2) work and/or modifications and/or repairs to the goods have been carried out by the client and/or third parties;
 - 3) the provided instructions for use and checks have not been followed precisely;
 - 4) defects are the result of improper use, negligence on the part of the client or its personnel, normal wear and tear, misuse or overloading;
 - 5) the goods are not used in accordance with the agreed purpose and, in the absence of such, the customary purpose;
 - 6) defects are the result of external circumstances such as: fire, natural disasters, explosions, terrorism, cleaning agents, dirt accumulation, landslides, floods and weather conditions;
 - 7) defects are the result of any governmental regulation concerning the nature or quality of the materials used;
 - 8) the damage was caused by third parties (destruction);
 - 9) there is a slight commercial and/or technically unavoidable deviation;
 - 10) defects are the result of components and/or goods not supplied by BearTree;
 - 11) defects are the result of use outside the permitted technical specifications.
- e. Replacement of goods does not extend the warranty period.
- f. The client can only invoke a warranty after fulfilling all its obligations towards BearTree.
- g. The client will allow BearTree or the third parties engaged by BearTree to examine the warranty claim.
- h. If BearTree obtains goods for the manufacture of its goods from any third party, the granted warranty does not extend beyond the warranty provided by such third party.
- i. If BearTree is required to perform work under the granted warranty, it is entitled to charge the client for travel costs, compensation of working hours for the duration of the travel and shipping costs.

Article 17. Liability and prescription

- a. BearTree accepts no liability for any damage resulting directly or indirectly from:
 - 1) an event which factually lies beyond its control and cannot be attributed to it, as described in Article 19 of these general terms and conditions;
 - 2) any act or omission by the client, its subordinates or other persons who have been employed by or on behalf of the client.
- b. The performance of the agreement can be based on data, calculations and documents provided by or on behalf of the client. In such case, the client is, under all circumstances, responsible for the correctness and completeness of the data, calculations and documents supplied by it. BearTree accepts no liability for any damage caused partly or fully by the fact that the data, calculations, documents, detailed designs and advice provided by the client are incorrect and/or incomplete or by following the instructions given by the client.
- c. BearTree accepts no liability for any accidents involving goods delivered by BearTree, for example due to incorrect or inexpert use or use in contravention of the operating instructions.
- d. BearTree accepts no liability for any damage caused by the client using the goods delivered by BearTree for any purpose other than that for which it was purchased.
- e. If the client or a third party makes changes to the goods delivered by BearTree, BearTree accepts no liability with respect to the operation of the goods and possible (consequential) damage.
- f. BearTree accepts no liability if the client, contrary to the advice of BearTree, demands that certain activities are carried out.
- g. BearTree accepts no liability for any damage caused by work it has carried out on goods supplied by third parties.
- h. BearTree accepts no liability for defects in the delivered goods caused by third party goods that it has used in performance of the work.

- i. The client is liable for the loss of and/or damage to goods, materials, tools, machines, etc., stored by BearTree at the premises of the client during the execution of the work.
- j. BearTree accepts no liability for damage of any nature whatsoever arising from deviations in property of the client on which BearTree performs work.
- k. BearTree accepts no liability for defects in and/or damage caused by goods originating from or supplied by third parties.
- l. BearTree does not guarantee that the developed software is accessible at all times and without errors, interruptions or malfunctions.
- m. BearTree accepts no liability for any damage of any nature whatsoever suffered by the client in connection with the (not) functioning of equipment, software or (Internet) connections of the client.
- n. BearTree accepts no liability for any damage caused by the client using the software delivered by BearTree for any purpose other than that for which it was provided.
- o. BearTree accepts no liability for data loss.
- p. BearTree accepts no liability for consequential damage. The following will in any event be regarded as consequential damage: loss of turnover, loss of profit, missed savings, production damage, production loss, business interruption, stagnation loss, loss due to delay, loss of reputation and indirect damage, irrespective of their origin.
- q. If BearTree is liable for any damage, the liability of BearTree is limited to the amount of the payment made by the insurer of BearTree. If the insurer does not pay out in any case or if the damage is not covered by the insurance, the liability of BearTree is limited to the invoice amount, or at least that part of the agreement to which the liability relates.
- r. Rights of action and other powers of the client on any grounds whatsoever against BearTree will in any event lapse after the expiry of 1 year from the occurrence of a fact that entitles the client to exercise these rights and/or powers against BearTree.
- s. If the client has made goods and/or materials and/or facilities available to BearTree for the performance of the agreement and these goods and/or materials and/or facilities are not suitable for the purpose for which they have been made available to BearTree, the client is liable for all damage resulting therefrom.
- t. The client is liable for all damage and indemnifies BearTree against any third-party claim for compensation if the damage is caused by errors and/or inaccuracies in data provided by or on behalf of the client to BearTree.
- u. The client indemnifies BearTree against all third-party claims based on product liability arising from a defect in a product supplied by the client to a third party which consisted (in part) of goods supplied by BearTree.

Article 18. Payments

- a. Payment will be made at the agreed time and/or, if no time has been agreed, within thirty days of the invoice date, into a bank account specified by BearTree, unless otherwise agreed in writing. Payment will not be deemed to have been made until BearTree has received notification of the transfer of the amount paid into one of its accounts.
- b. If the payment term is exceeded, the client will owe the statutory commercial interest, in accordance with Section 6:119a Dutch Civil Code, from the date on which the sum due has become due and payable until the time of payment. The defaulting client will also be liable for all judicial and extrajudicial collection costs. The extrajudicial collection costs will amount to at least 15% of the principal with a minimum of € 350.
- c. In the event of liquidation, bankruptcy, attachment or suspension of payment on the part of the client, the claims of BearTree against the client are immediately due and payable.
- d. Each payment by the client will first serve to pay the interest(s) due and then to pay the costs of collection. Only after these amounts have been paid will any payment by the client serve as settlement of the outstanding principal.
- e. The client is not permitted to deduct any amount from the invoice amount to be paid or to set off any amount against it.
- f. Despite an existing obligation to surrender, BearTree may retain the items, property rights, data, documents, data and databases received or generated under the agreement until the client has paid all amounts due to BearTree.

Article 19. Force majeure.

- a. BearTree is not obliged to fulfil any obligation if prevented from doing so as a result of force majeure. Force majeure is in any event understood to mean: weather influences; floods; landslides; terrorism; power failure; Internet or computer failure; radioactive radiation; epidemics; construction by third parties, including governments; transport obstacles; strikes; riots, wars or war threats; loss of or damage to goods during transport; failure by suppliers to make (timely) delivery of goods to BearTree; export and import bans; fires, malfunctions and accidents in the business of BearTree or its supplier; the burning of, or being involved in accidents by means of transport of BearTree or its supplier; government measures.
- b. Force majeure includes a shortcoming on the part of suppliers of BearTree.
- c. In the event that BearTree is prevented by force majeure from performing the agreement in whole or in part, BearTree has the right, without requiring judicial intervention, to suspend the performance of the agreement or to consider the agreement wholly or partially terminated, at its discretion, without BearTree being obliged to compensate any damage suffered by the client.

Article 20. Termination

- a. If and as soon as the client fails to properly or timely fulfil one or more of its obligations, is declared bankrupt, applies for or is granted a suspension of payments, goes into liquidation, otherwise ceases its business, has attachment imposed on part of its assets, offers a debt settlement, or is otherwise found to be insolvent, BearTree will be entitled to terminate the agreement without judicial intervention and claim compensation of costs, damages and interest, whereby all amounts that BearTree still has to claim from the client will immediately become due and payable.
- b. BearTree is entitled, without prejudice to any rights to compensation and/or suspension of its obligations, to terminate an agreement with immediate effect by means of a written notice if the client fails to fulfil any of its obligations under the agreement or any statutory regulation, or fails to do so properly or in good time, which default has not been remedied within fourteen days of a request by BearTree to that effect.

Article 21. Intellectual and industrial property rights

- a. BearTree retains the ownership of all designs, sketches, drawings, descriptions, reports, or other documents, whether provided to the client in an offer or separately by BearTree, which may be the subject of any intellectual or industrial property right or comparable right, as well as the intellectual and industrial property rights relating thereto. All design, sketches, drawings, descriptions, reports, etc., made available will be returned at the first request of BearTree. The same applies to prototypes, samples and models that have not been invoiced to, or paid by, the client.
- b. The client is not permitted to use the documents, prototype, samples and models as referred to in Article 21.1 in any manner other than agreed upon, nor to provide them for inspection by third parties, nor to reproduce them in whole or in part.
- c. BearTree or its licensor will retain all intellectual property rights to the software (including updates) and any related preparatory material. The software is not sold, the client exclusively obtains the rights of use and the authority expressly granted. The client acknowledges that the intellectual property rights relating to the software are and remain the property of BearTree or its licensor and that these rights are not transferred to the client. No copyrights are transferred through the delivery of goods and/or services. The client will not be provided with the source code of the software, unless expressly agreed otherwise in writing. Copyright may be transferred only by means of a specific deed.
- d. The client is not permitted to remove or modify any markings regarding the confidential nature or copyrights, trademarks, trade names or any other intellectual property right from the software, websites, databases, equipment or materials.
- e. If the client acts in violation of the intellectual property rights of BearTree, then BearTree is entitled to terminate the agreement with immediate effect and the client is liable for any resulting damages incurred by BearTree.
- f. If the client provides BearTree with designs or specifications on the basis of which BearTree is required to produce goods, the client guarantees that such does not infringe upon any rights of intellectual or industrial property. The client will indemnify BearTree against any third-party claims related to alleged industrial or intellectual property rights regarding the use, shipment, sale, stocking or rental of the delivered goods.
- g. BearTree reserves the right to use the product supplied to the client for its own promotional purposes.
- h. BearTree may use the client as a reference. BearTree may in this context use the client's name and logo for its own promotional purposes.

Article 22. Use of the software

- a. BearTree grants the client a non-exclusive and non-transferable license to use the software.
- b. BearTree is permitted to use, further develop and make the software developed for the client available to third parties.
- c. The client is responsible for the use and correct application of the software in its organization and for observing instructions and/or advice given by BearTree.
- d. The client is responsible for the proper functioning of its equipment and other technical facilities that must be used to approach and use the software.
- e. The client will on discovering any unauthorized use of the software immediately inform BearTree of all relevant facts and circumstances.
- f. The client is only allowed to use the software within its own organization and for the purpose for which the software has been made available to the client.
- g. If a defect in the software or program defect is caused by an act and/or omission of the client, then all costs incurred by BearTree to repair the defect will be at the expense of the client.
- h. The client is not permitted to sell, rent, sublicense, alienate or grant limited rights to the software or to make it available to a third party in any way or for any purpose whatsoever or to give a third party remote or non-remote access to the software.
- i. When using standard software, the client will observe the stated licensing conditions and/or terms of use of the software.
- j. If in violation of the provisions of the previous paragraph, the client provides a third party with unauthorized use of the software, BearTree will recover the full resulting damage from the client.

Article 23. Confidentiality

Both parties will observe the confidentiality of all confidential information that they have obtained from each other or from another source within the framework of their agreement. Information is considered to be confidential if the other party has indicated this or if this follows from the nature of the information. The party receiving confidential information will only use it for the purpose for which the information has been furnished.

Article 24. Improvements to goods

BearTree reserves the right, without prior notice, to make any improvements to its goods that it deems useful and desirable. BearTree guarantees that any changes it makes will not influence the basic functionality of the delivered goods or their price.

Article 25. Disputes and applicable law

- a. The legal relationship between BearTree and the client is governed by Dutch law.
- b. The applicability of the Vienna Sales Convention is explicitly excluded.
- c. All disputes relating to or arising from agreements entered into by BearTree and deliveries made by BearTree will be adjudicated by the competent court in the district where BearTree has its registered office.