

GENERAL TERMS AND CONDITIONS FOR ORDERS TO FYTAGORAS B.V.

In these General Terms and Conditions for orders to FYTAGORAS, “FYTAGORAS” means the private company with limited liability Fytagoras B.V., with registered office in Leiden and registered in the Trade Register of the Chamber of Commerce under number 28110092.

These General Terms and Conditions have been adopted by FYTAGORAS and have been filed with the Chamber of Commerce and Industry for Leiden.

Purchase conditions or other (general) terms and conditions of the client do not apply to the legal relationship between the client and FYTAGORAS and are explicitly rejected. Furthermore, the General Terms and Conditions of FYTAGORAS also apply here, unless these Terms and Conditions deviate from them.

Article 1. Scope of Order, Quotation

Article 1.1

The scope of the order is determined by the description of the work included in the quotation, including any changes made afterwards by mutual agreement and recorded in writing.

Article 1.2

The agreement on the execution of the order will be established by confirmation by the client of the quotation issued by FYTAGORAS.

If the quotation has not been confirmed by the client in any way and FYTAGORAS nevertheless starts executing the order with the client’s consent, the contents of the quotation will be deemed to be agreed. The agreement together with all annexes contains the entirety of the arrangements between the Parties and supersedes all other arrangements, commitments, and agreements on the subject between the Parties unless otherwise expressly agreed between the Parties.

Article 1.3

The quotation will indicate the deliverable of the assigned work: written advice, report, model, software, etc.

Article 1.4

Unless otherwise stated in the quotation, FYTAGORAS will maintain the quotation for one month from the quotation date.

Article 1.5

Changes, additions and/or extensions of the order, or deviations from the General Terms and Conditions will only be binding after they have been agreed in writing between the Parties and will only relate to the order in which they are made.

Article 1.6

The (potential) client will use the quotation issued by FYTAGORAS and the knowledge and ideas of FYTAGORAS contained therein solely for the purpose of evaluating their interest in delivering the order. The provisions herein also apply to proposals to amend, supplement and/or extend the order. Quotation and project plans are subject to “Confidentiality” and may not be communicated by the (potential) client to third parties and explicitly not be used for negotiations with other parties.

Article 1.7

Unless expressly provided for in the quotation, conducting searches for the existence of third-party patent rights or for the possibility of patenting is not part of the order.

Article 2. Execution of the Order, Result

Article 2.1

The order will be carried out within the (estimated) term mentioned in the quotation in consultation with the client unless this proves impossible. If exceeding the term is imminent, FYTAGORAS will consult with the client as soon as possible. FYTAGORAS will not be in default by the mere expiry of the term.

Article 2.2

By accepting the order, FYTAGORAS undertakes to do no more than to strive for a result that is usable for the client when executing the assigned work.

Article 2.3

If the order (partly) involves the delivery of a material object, no other warranty than that described in the quotation will be given by FYTAGORAS regarding this material object.

Article 2.4

If the order (partly) concerns research on samples, then - except for the case in which it has been agreed that the sampling will take place under the responsibility of FYTAGORAS - the client will be solely responsible for the selection, representation, indications of codes, brand or product names, plant passport, any other sanitary declarations, transport permits and for making the samples to be researched available to FYTAGORAS.

Article 2.5

FYTAGORAS will not be obliged to start the order before all substances or goods to be made available to FYTAGORAS by the client have been made available to FYTAGORAS in the agreed form and quantities. Any delay caused by this will automatically extend the period referred to in Article 2.1.

Article 2.6

The client will bear the risk of misunderstandings about the contents and execution of the agreement, if these should reasonably be at the client's risk or are caused by specifications or other communications not received by FYTAGORAS verbally or by a person designated by the client for that purpose, or transmitted by any technical means such as telephone, fax, e-mail, and similar transmission media, or not received correctly, in time or completely.

Article 2.7

FYTAGORAS will inform the client of deficiencies in the agreed research methods, working methods and other details apparent during the execution of the order, which in the opinion of FYTAGORAS are of importance to the client.

Article 3. Confidentiality

Article 3.1

In case such has been agreed upon when assigning the order, FYTAGORAS undertakes to keep the client's name confidential for a period ending in principle one year after the date of the final invoice of the order or one year after the date of the final report if delivered earlier.

Article 3.2

FYTAGORAS undertakes to keep confidential the results of the order, as provided by FYTAGORAS to the client, except if it concerns calculation methods, software, and experimental working methods, of which the development is not directly intended with the assigning of the order. In case of examinations, analyses, measurements or literature searches, the obligation of confidentiality will not extend beyond the results of the examination, analysis, measurement, or search carried out. Unless otherwise agreed upon when the order was assigned, FYTAGORAS' confidentiality obligation will continue for one year

after the date of the final invoice of the order or for one year after the date of the final report if delivered earlier.

Article 3.3

FYTAGORAS' confidentiality obligation will apply to client data which FYTAGORAS learns in the execution of the order, and which are explicitly marked by the client as confidential.

This confidentiality obligation does not apply:

- to data already in FYTAGORAS' possession at the time the data is communicated to FYTAGORAS;
- to data that are or become common knowledge, without this being the result of any culpable act or omission by FYTAGORAS;
- to data lawfully obtained by FYTAGORAS from a third party, or from FYTAGORAS' own sources of knowledge, without using the confidential data in any way.

Article 3.4

If misunderstandings have arisen because of the client's disclosure of results of the order, this will relieve FYTAGORAS of the obligation of confidentiality to the extent reasonably necessary for FYTAGORAS to provide explanations of the results to third parties.

Article 3.5

FYTAGORAS' confidentiality obligation will not apply when and to the extent that FYTAGORAS observes serious hazard to persons or property. In such case, FYTAGORAS will, if possible, consult with the client before communicating the state of hazard to those whose person or property is threatened and/or the competent authorities.

Article 3.6

The engagement of third parties in the execution of the order requires the client's consent, if and in so far as this involves foreseeable risks relating to confidentiality.

Article 3.7

Only if agreed in writing at the time of entering into the agreement, FYTAGORAS will be obliged during the execution of the order to refrain from accepting orders from third parties within the scope of the order.

Article 4. Rights to Results

Article 4.1

Within the scope of the order, the client will have the full and free right to use the results of the order in accordance with the written agreements made, as provided by FYTAGORAS to the client. Beyond that, further written agreements should also be made. This right of the client is non-exclusive.

The results of the order are for personal use and may not be exploited to third parties and/or companies that have interests in the client and/or companies in which the client themselves has interests, without written permission from FYTAGORAS which may require additional conditions.

Article 4.2

During the period in which FYTAGORAS is obliged to maintain confidentiality in accordance with Article 3.2, FYTAGORAS will be entitled to use the results of the order referred to in Article 4.1 exclusively for itself or in anonymised (edited) form for third parties.

Article 4.3

After the end of the period in which FYTAGORAS is obliged to keep the results confidential in accordance with Article 3.2, FYTAGORAS will also be entitled to use the results referred to in Article 4.1 for the benefit of third parties and to have them used by third parties.

Article 4.4

FYTAGORAS has the right to use for itself and/or for and/or by third parties:

- a. the knowledge and experience present at FYTAGORAS when accepting the order;
- b. within and outside the scope of the order, the knowledge and experience acquired through the execution of the order subject to the provisions of Articles 3.2 and 4.2;
- c. calculation methods, software and experimental working methods resulting from the execution of the order, in so far as their development was not directly intended with the awarding of the order.

Article 4.5

Reports, drawings, and other material objects, which are the result of the activities commissioned in accordance with Article 1.3, will - without prejudice to the provisions of Article 7.6 - belong to or be the property of the client, subject to the copyright of FYTAGORAS. The quotation/order agreement defines what the result is. All techniques and experimental working methods to achieve a result are not transferred and belong to the IP of FYTAGORAS, unless written agreements have been made.

Article 5. Disclosure

Without the prior written consent of FYTAGORAS, the client is not allowed:

- a. to reproduce and/or disclose any report issued by FYTAGORAS in whole or in part by means of print, photocopy, microfilm, in electronic form or by any other means, or store it in a retrieval system;
- b. to make a report issued by FYTAGORAS available for inspection outside the circle of persons who, taking into account the scope of the order, belong to directly interested parties;
- c. to use or make available a report issued by FYTAGORAS, in whole or in part, for the purpose of making claims, conducting legal proceedings, for advertising or anti-advertising purposes and for the purpose of recruitment in a more general sense;
- d. to use the name of FYTAGORAS, in any connection whatsoever, when disclosing any part(s) of a report issued by FYTAGORAS and/or for one or more of the purposes mentioned in subsection c. above.

Article 6. Protection of Knowledge

Article 6.1

To the extent that the execution of the order by FYTAGORAS leads to patentable matter, FYTAGORAS will have the first right to apply for a patent in its name and at its expense. In doing so, FYTAGORAS will observe its confidentiality obligation pursuant to Article 3 as much as possible.

Article 6.2

FYTAGORAS and the client will reciprocate:

- a. their presumption that patentable matter has been found on the result;
- b. the fact that a patent application is filed;
- c. the content of this application.

Furthermore, they will give each other all necessary cooperation when filing patent applications.

Article 6.3

If FYTAGORAS does not wish to exercise its first right as referred to in Article 6.1, this right will accrue to the client if and in so far as the patent application relates to the results as referred to in Article 4.1.

Article 6.4

If FYTAGORAS or the client makes use of their rights under Article 6.1 or 6.3, the applicant/holder of the patentable matter on the result will be deemed to have granted their other party a market-compliant licence based on which the Parties can derive rights to which they are entitled under the provisions of Article 4. The other provisions of the order will apply mutatis mutandis to the granting of the licence.

Article 6.5

The applicant/holder is always free to withdraw a patent application or to let a granted patent expire. If the client or FYTAGORAS has been granted a licence, they will first be given the opportunity to transfer the application or the patent into their name *at market conditions*.

Article 7. Rates and Payment

Article 7.1

If the quotation includes a “fixed rate”, then this rate will apply as the agreed rate. If the quotation does not include a “fixed rate”, then it is established between the client and FYTAGORAS that the amount to be paid will be determined by subsequent calculation based on the rates agreed upon in the order. If no rates have been agreed upon beforehand, the rates will be determined based on the methods customary at FYTAGORAS. If the quotation includes a “target rate”, the amount stated will indicate no more than a non-binding estimate of the costs. Furthermore, in the latter case, if there is a period of one year or more between the date of the quotation and the date on which the work will end, FYTAGORAS will be entitled to index the yet to be invoiced part of the order each time per 1 January in accordance with the annual adjustment of the rates applicable at FYTAGORAS.

Article 7.2

For orders involving an amount over EUR 15,000 and with an expected duration of three months or longer, FYTAGORAS may, if the client so requests, maintain a limit amount. This automatically relieves FYTAGORAS from the obligation to continue the order if more resources would have to be spent that exceed this limit amount.

Article 7.3

Unless otherwise stated, all amounts quoted by FYTAGORAS in the quotation are exclusive of sales tax.

Article 7.4

FYTAGORAS reserves the right to send interim invoices. FYTAGORAS may require advance payment at any time.

Article 7.5

The client is obliged to pay the invoices in the currency specified in the quotation without recourse to discount or set-off within 15 days from the invoice date and to pay both the statutory interest for commercial contracts and the costs of collection if the client exceeds this 15-day payment period.

Article 7.6

FYTAGORAS will retain ownership of all items that FYTAGORAS makes available to the client for the order, including the material objects referred to in Article 4.5, until such time as the amount(s) owed by the client to FYTAGORAS have been paid in full.

Article 8. Liability

Article 8.1

FYTAGORAS will only be liable for damages that are the direct result of an imputable failure in the performance of its obligations. If FYTAGORAS is liable, under the contractual liability referred to in the previous sentence and/or for any other reason, FYTAGORAS will only be liable for direct damage of the client up to the amount owed by the client under Article 7.1.

Article 8.2

FYTAGORAS and/or persons used and/or engaged by FYTAGORAS in the execution of the order will not be liable for any damage suffered by the client in the application or use of the result of FYTAGORAS' work unless there is intent or gross negligence on the part of FYTAGORAS and/or on the part of persons used and/or engaged by FYTAGORAS in the execution of the order.

Article 8.3

The client will indemnify FYTAGORAS and/or persons used and/or engaged by FYTAGORAS in the execution of the order against all claims of third parties on account of damages suffered by these third parties resulting from the application of or the use of the result of the work of FYTAGORAS by the client or by another person to whom the client has made that result available, unless there is intent or gross negligence on the part of FYTAGORAS and/or on the part of persons used and/or engaged by FYTAGORAS in the execution of the order.

Article 8.4

In case persons used and/or engaged by FYTAGORAS in the execution of the order are present on the client's premises and/or on the premises of third parties in connection with the order, FYTAGORAS and/or persons engaged by FYTAGORAS in the execution of the order will not be bound by clauses contained in access permits and the like, containing full or partial limitation of the client's liability resulting from the agreement.

Article 8.5

FYTAGORAS accepts no liability for damages arising because the results of the work are not patent eligible or because the application of the results infringes third-party rights.

Article 8.6

FYTAGORAS accepts no liability for damage resulting from defects in items supplied to FYTAGORAS, including software, which FYTAGORAS has redelivered to the client, unless and to the extent FYTAGORAS can recover such damage from its supplier.

Article 9. Storage and Items

Unless otherwise agreed upon when assigning the order, FYTAGORAS will keep the items, including samples made available to FYTAGORAS for the order or the remnants thereof, if reasonably possible, for a fortnight after the date on which the results of the research and/or order are communicated to the client. Any costs associated with this will be deemed to be included in the quotation.

If the client has not made arrangements for return of said items within this period, FYTAGORAS will be free to take appropriate measures. Any costs involved in this, including costs for longer storage, will be for the account of the client.

Article 10. Miscellaneous

Article 10.1

When working in connection with the order on the client's premises, the client will, if requested by FYTAGORAS in time, make auxiliary personnel and tools available to FYTAGORAS free of charge.

Article 10.2

When staying in FYTAGORAS' buildings and/or premises, the client and/or their personnel will be obliged to observe the "house rules" applicable to the users of the buildings or premises concerned. The client will ensure that their personnel behave in accordance with the above provisions.

Article 10.3

If the client fails to meet any essential obligation under the agreement, FYTAGORAS will give the defaulting party written notice thereof and give the defaulting party the opportunity to fulfil their obligations for a reasonable period. In case the defaulting party does not fulfil their obligations within the set term, their rights under the agreement will expire and FYTAGORAS will no longer be bound to fulfil any of its obligations.

Article 10.4

In case of multiple agreements between Fytagoras and the Company and/or companies related to or subsidiary of the Company, any failure by the latter, to perform in any of those other agreements, will give Fytagoras the right to suspend its performance and/or obligations in the present Agreement.

Article 10.5

Claims of the client towards FYTAGORAS arising from or related to the execution of an order by FYTAGORAS and/or persons used and/or engaged by FYTAGORAS, will lapse in full if such claims have not been expressly made known within six months from the date of the final invoice, unless the client proves that it was impossible for them to fulfil their reporting obligation within the set period.

Article 10.6

If FYTAGORAS holds any property of the client in connection with the order, FYTAGORAS will be entitled to retain such property until all amounts due from the client in connection with the order have been paid in full, unless the client has provided adequate security for such amounts.

Article 10.7

If FYTAGORAS' personnel are present on site at the client's premises during the conclusion or execution of an order, the client will be responsible for the safety and well-being of FYTAGORAS' personnel.

Article 10.8

If any material of FYTAGORAS is present at the client's premises, such material will always remain the property of FYTAGORAS, even if it is permanently attached to uprights. The client is responsible that the material is delivered back to FYTAGORAS in the same condition as when the material was delivered by FYTAGORAS. This does not apply to disposables and consumables.

Article 11. Force Majeure

Article 11.1

If FYTAGORAS is temporarily unable to perform the agreement due to force majeure, it is entitled to suspend the performance of the agreement in full or in part for as long as the force majeure continues. If FYTAGORAS is permanently unable to perform the agreement due to force majeure, it has the right to terminate all or part of the agreement with immediate effect. Force majeure includes shortcomings of (suppliers of) FYTAGORAS and/or other auxiliary persons, production interruptions, work stoppages and excessive absenteeism of employees and/or other auxiliary persons, government measures and weather conditions.

Article 11.2

If FYTAGORAS is temporarily or permanently unable to execute the agreement due to force majeure, the client cannot make a claim against FYTAGORAS for execution of the agreement, dissolution of the agreement and/or damages.

Article 12. Disputes

Article 12.1

All disputes that may arise because of the agreement, or further agreements resulting from it, will be submitted to the competent court in The Hague for exclusive settlement.

Article 12.2

The agreement referred to in Article 1.2 will be governed by Dutch law.

Article 12.3

If any provision of these General Terms and Conditions is null and void or is annulled, the other provisions of these General Terms and Conditions will remain in force. The client and FYTAGORAS will then consult to agree new provisions to replace the void or annulled provisions, considering as much as possible the purpose and meaning of the void or annulled provision.