

## GENERAL CONDITIONS IN RELATION TO ENGINEERING SERVICES filed with the Chamber of Commerce in Leiden

### 1. Applicability

- 1.1 These general conditions are applicable to all acts of and transactions entered into by Cleantron, including (the making of) any Offer (and the acceptance thereof) and (the entering into of) any Agreement, unless otherwise agreed in writing.
- 1.2 The conditions of the Customer are not accepted by Cleantron.
- 1.3 These general conditions also apply, if the Customer has accepted the applicability thereof in earlier agreements with Cleantron.

### 2. Definitions

- 2.1 In these general conditions the following words and expressions shall have the following meanings:
- a. Additional Services: any additional Services to be rendered by Cleantron the scope and details of which are described in an Additional Services Agreement;
  - b. Additional Services Agreement: any Agreement concluded between the Customer and Cleantron for Additional Services;
  - c. Additional Services Fee: any and all fees and other sums which are payable to Cleantron under any Additional Services Agreement;
  - d. Agreement: an agreement regarding the performance of engineering services or regarding the development of a sample or prototype which has been concluded in writing between the Customer and Cleantron and/or which has been concluded by a written acceptance by the Customer of an Offer issued by Cleantron provided that the acceptance of such Offer reaches Cleantron within the time limit stipulated in the Offer;
  - e. Cleantron: INND Batteries BV trading under the name Cleantron;
  - f. Cleantron Resources: any materials, tools, molds, equipment and/or machines, documents and other resources of Cleantron used for the purpose of the performance of the (Additional) Services under the Agreement;
  - g. Confidential Information: all confidential information and data disclosed or made available, directly or indirectly, by a party and/or its employees, officers, representatives or advisers to the other party and/or its employees, officers, representatives or advisers, including but not limited to any information provided by a party to the other party marked as confidential and any information that would be regarded as confidential by a reasonable business person, relating to the business, affairs, customers, clients, suppliers, plans, intentions, market opportunities, operations, processes, product information, know-how, designs, trade secrets of a technical or commercial nature or software of a party, and any information or analysis derived from any of the above information;
  - h. Customer: a party with whom Cleantron enters into an Agreement;
  - i. Customer Resources: any materials, tools, molds, equipment and/or machines, facilities and other resources to be furnished by the Customer for the purpose of the performance of the (Additional) Services under the Agreement;
  - j. Offer: offers and quotations in writing issued by Cleantron;
  - k. Services Fee: any and all fees and other sums which are payable to Cleantron under the Agreement;
  - l. Services: the engineering and research and development services to be rendered by Cleantron, the scope and details of which are described in the Agreement;
  - m. Time for Completion: the time period for the completion of the Services agreed by the Customer and Cleantron.

### 3. Offers; conclusion Agreement

- 3.1 Offers issued by Cleantron are without prejudice and Cleantron may revoke any Offer until just after Cleantron shall have received the acceptance by the Customer of such Offer.
- 3.2 An acceptance by the Customer of an Offer issued by Cleantron must be in writing. If such acceptance varies from the terms of the original Offer, such acceptance shall be considered a rejection of Cleantron's Offer even if the Offer and its acceptance only differ on minor points.
- 3.3 The illustrations, drawings, descriptions and specifications, etc. pertaining to an Offer are an approximate only, unless Cleantron has

expressly stated that they are to be regarded as an exact and accurate specification.

- 3.4 The conclusion of each Agreement is subject to the Customer's credit-worthiness. In case of doubt regarding and changes of such credit-worthiness, Cleantron shall be entitled to require payment in cash or full or partial payment before or on performance.
- 3.5 Cleantron may suspend the performance of the Agreement:
- a. if the Customer fails to wholly or partially meet its contractual obligations;
  - b. Cleantron becomes aware of circumstances that give it good grounds to assume that the Customer shall not be capable of meeting its obligations,
- until the Customer shall have granted adequate security for the due performance of its obligations under the Agreement.

### 4. Agreement; scope of Services; Customer Resources

- 4.1 The scope and details of the Services to be performed, the amount and the terms of payment of the Services Fee and the proposed time schedule for the performance of the Services are documented in the Agreement.
- 4.2 The Agreement contains details of the Customer Resources which are to be provided by the Customer for the purpose of the performance of the (Additional) Services. The Customer shall provide such additional Customer Resources as Cleantron indicates to be necessary for the performance of the Agreement or which the Customer could reasonably expect to be required both on commencement and during the performance of the Agreement. The Customer shall ensure that all such Customer Resources shall remain available and shall work correctly during the performance of the Agreement.
- 4.3 The Customer shall:
- a. do all in its power to assist Cleantron in obtaining the entry, residence, working and exit documents which Cleantron's personnel requires to carry out Cleantron's obligations under the Agreement at the Customer's location or at the location directed by the Customer;
  - b. provide unobstructed access whenever and wherever required for the performance of the (Additional) Services;
  - c. do all in its power to obtain the import, export and customs clearance of any Cleantron Resources as well as their repatriation in emergencies.

### 5. Information

- 5.1 Prior to and during the performance of the Agreement the Customer shall ensure that Cleantron is provided in full and in good time with the information which is necessary for the proper performance of the Agreement, as well as any changes thereto.
- 5.2 The Customer warrants that all information which is provided by the Customer for the purpose of the performance of the (Additional) Services shall be correct, complete, accurate and reliable at all times.

### 6. Variations to the Agreement; Additional Services

- 6.1 Any Additional Services shall only be performed after an Additional Services Agreement is concluded between Cleantron and the Customer. The scope and details of the Additional Services to be performed, the amount and the terms of payment of the Additional Services Fee and the proposed time schedule for the performance of the Additional Services are documented in the Additional Services Agreement.
- 6.2 If during the rendering of the (Additional) Services:
- a. it becomes apparent that, when the (Additional) Services Agreement was entered into, the originally agreed or anticipated amount of work was underestimated for reasons that cannot be attributed to Cleantron, to such an extent that Cleantron cannot reasonably be expected to perform the agreed work for the originally agreed (Additional) Services Fee, or
  - b. circumstances arise of such a nature that Cleantron at its sole discretion has established that the performance of the (Additional) Services is no longer possible or that an unaltered continuation of the rendering of the (Additional) Services has a material adverse

effect on the quality of the (Additional) Services or the intended result thereof, or

- c. in the event that it is otherwise necessary to make amendments or additions to the work so as to ensure a proper and correct performance under the Agreement,

the Customer and Cleantron shall consult each other in good time and enter into a written variation to the Agreement or a (further) Additional Services Agreement. Until Cleantron and the Customer shall have reached an agreement on such a written variation to the Agreement or an Additional Services Agreement, Cleantron may suspend the performance of the (Additional) Services without Cleantron becoming liable for compensation of any damages of the Customer.

- 6.3 Cleantron shall be entitled to a fair and reasonable extension of the time for performance of its obligations under the Agreement as well as a fair and reasonable increase of the (Additional) Services Fee in accordance with then current market rates, if:
  - a. the Customer does not furnish all Customer Resources and/or does not provide all information which Cleantron may require or if the rendering of the (Additional) Services is otherwise impeded or delayed by the Customer or any one employed, engaged or contracted by the Customer;
  - b. the scope and details of the (Additional) Services are varied by the parties;
  - c. circumstances arise for which neither Cleantron nor the Customer is responsible which require that the speed of performing certain (Additional) Services is reduced.

## 7. Time for Completion

- 7.1 Unless otherwise agreed in writing the Time for Completion shall be treated as being approximate. To the extent possible, the (Additional) Services shall proceed in accordance with the time schedule set out in the Agreement and shall be completed within the Time for Completion, subject to extensions in accordance with the Agreement (including these general conditions).
- 7.2 The Time for Completion shall start on the date of the conclusion of the Agreement or on the commencement date specified in the Agreement or, if later, on the date on which any agreed advance payment shall have been paid in full and all Customer Resources and all information to be provided by the Customer which is relevant to the performance of the Agreement shall have been received by Cleantron.
- 7.3 Cleantron shall only be in default for failing to meet an agreed Time for Completion if Cleantron, after the expiry of a reasonable additional period of time granted by the Customer in writing, fails to comply with all or part of its obligations towards the Customer as a result of circumstances that are attributable to Cleantron. In such case the Customer may terminate the Agreement if it cannot reasonably be required to uphold it, but such termination shall not affect Cleantron's right to payment of any amount due and payable by the Customer for previously accomplished milestones and the Customer shall not be entitled to a full or partial reimbursement of any (Additional) Services Fee(s) paid by it or compensation of its damages.
- 7.4 If it has been agreed that the (Additional) Services will be rendered in phases, Cleantron reserves the right to suspend performance of any subsequent phase until the Customer has approved, accepted and paid for the results or deliverables of the preceding phase in writing.
- 7.5 If the Agreement is prematurely terminated by the Customer for reasons that cannot be attributed to Cleantron, Cleantron shall be compensated for damages resulting from demonstrable loss of capacity utilization.

## 8. Personnel and third party contractors

- 8.1 Cleantron will determine how and by whom the (Additional) Services are rendered taking the Customer's wishes into account, wherever possible. The Customer shall not recruit or attempt to recruit any persons from amongst Cleantron's personnel or the persons contracted or engaged by Cleantron to carry out Cleantron's obligations under the Agreement. If anyone employed, contracted or engaged by Cleantron for the performance of the (Additional) Services carries out work at the Customer's location or a location directed by the Customer, the Customer shall provide those persons, free of charge, with the facilities that can reasonably be required by them.
- 8.2 In consultation with Cleantron, the Customer shall select the personnel in its employment who shall at the Customer's cost work with Cleantron during the performance of the (Additional) Services. To the extent it concerns the performance of the (Additional) Services the

Customer shall ensure that such personnel shall follow Cleantron's instructions.

- 8.3 Cleantron reserves the right to have (part of) the work carried out by third parties, provided that any contract with a third party requires the written consent of the Customer. If Cleantron and the Customer agree that a third party is contracted to provide certain services in connection with or related to the performance of the (Additional) Services, such third party shall be, or shall be deemed to have been, contracted by or on behalf of the Customer and such services shall be rendered at the Customer's cost, unless otherwise agreed in writing. Cleantron shall co-operate with any third party rendering such services but shall not be responsible for them or liable for their performance, unless otherwise agreed in writing.

## 9. Cleantron Resources

- 9.1 The Customer shall make arrangements for the storage of the Cleantron Resources in a clean and safe location which can only be accessed by Cleantron and the persons approved by it. The Customer shall ensure that Cleantron can fully exercise its property rights to the Cleantron Resources at all times and hereby unconditionally and irrevocably consents that Cleantron, and the persons approved by it, for that purpose enter the places where the Cleantron Resources are located and repossess the Cleantron Resources.
- 9.2 The Customer is not authorized to pledge the Cleantron Resources or encumber them in any other way and shall notify Cleantron immediately when a third party attempts to seize or attach the Cleantron Resources.

## 10. Prices

- 10.1 Unless Cleantron and the Customer have agreed on a fixed fee for the rendering of (a series of) (Additional) Services or for the accomplishment of a certain milestone, as set out in the Agreement, Cleantron's fee will be calculated on the basis of hours actually worked at the rates agreed in writing or at Cleantron's customary hourly rates. All fees and prices quoted or offered by Cleantron are exclusive of VAT.
- 10.2 If Cleantron has quoted or offered a fixed fee, such quote or offer does not oblige Cleantron to perform part of the (Additional) Services at a corresponding proportion of the quoted or offered price.
- 10.3 If the costs of (Additional) Services rendered by Cleantron to the Customer escalate by a change in cost price factors (including inflation, currency exchange rate changes, and salary increases) between the date of conclusion of the Agreement and the date of performance (whether or not by an act or omission of the Customer) with a resulting cost price increase of more than 2 percent compared to the price quoted in Cleantron's Offer, Cleantron shall be entitled to increase the price accordingly.

## 11. Payment

- 11.1 Unless otherwise agreed in writing, Cleantron shall invoice the Customer on a monthly basis and payments shall be due and payable in Euro no more than 30 calendar days after the invoice date. Payments must be made to the bank account designated by Cleantron. Cleantron may always require payment in cash or a full or partial advance payment.
- 11.2 All payments shall be made free and clear of any discount or deductions for taxes, assessments or other charges. However, if the Customer is required by law to withhold from payments any taxes, assessments or other charges, then such payment shall be increased so that the net amount received by Cleantron will equal the full amount which would have been received by Cleantron if such deduction or withholding had not been made.
- 11.3 The Customer may not set off amounts owed by it to Cleantron against amounts owed to it by Cleantron. In the case of bankruptcy or suspension of payments or seizure of the assets of the Customer, all amounts owed by the Customer to Cleantron shall be due and payable immediately and in full and Cleantron may immediately set off any such claims against amounts owed to the Customer by Cleantron.
- 11.4 If any item of an invoice is wholly or partially contested by the Customer, the Customer shall not delay payment of the remainder of the invoice.
- 11.5 In the event of late payment by the Customer, including late payment of any contested amounts or of a payment in cash or of a full or partial advance payment in accordance with clauses 3.4 or 11.1 hereof:
  - a. Cleantron may suspend performance under the Agreement until such time as full payment is received and, if the Customer fails to

- pay in full after a written notice has been sent, to terminate all or part of the Agreement;
  - b. the Customer shall be in default and shall, without notice being required, be liable to pay interest on the outstanding amount in accordance with clause 11.6;
  - c. the discounts given by Cleantron are cancelled, without prejudice to Cleantron's right to be compensated for its damages.
- 11.6 In the event of late payment as from the due date interest shall be due on the outstanding amount at the rate of 1,5 percent per month, where part of a month shall be considered a full month. Any interest accrued monthly which is not paid shall bear interest after one calendar year after the date on which such interest became due.
- 11.7 Any legal and extrajudicial costs incurred by Cleantron related to the collection of outstanding amounts shall be borne by the Customer. Unless the Dutch Act regulation extrajudicial collection costs ("Wet normering buitengerechtelijke incassokosten") applies, the extrajudicial collection costs shall be equal to 15 percent of the outstanding amount with a minimum of EUR 500,-.
- 11.8 Cleantron is entitled to allocate payments made by the Customer first to payment of costs, then to outstanding interest and finally to the principal amount and the current interest.

**12. Development of sample or prototype; acceptance test**

- 12.1 In the event of the development of a sample or prototype by Cleantron (or any Services similar thereto):
- a. Cleantron shall prepare a written program specifying the research and development phases, the milestones which have to be completed and the deliverables to be provided to the Customer by Cleantron as well as the amounts payable by the Customer to Cleantron upon the accomplishment of each milestone (the "development program");
  - b. the development program shall be agreed by Cleantron and the Customer prior to commencement of the work on the development of the sample or prototype;
  - c. Cleantron shall be responsible for the overall technical and program management, technical planning and execution of the development program;
  - d. Cleantron reserves the right to make recommendations for modifications in any phase of the development program, which recommendations shall be documented by Cleantron, detailing the technical impact of the proposed modification(s) on the sample or prototype to be developed, the effect of the proposed modification(s) on the chronology of the development program and the Time for Completion as well as the consequences of the proposed modification(s) for the cost price of the sample or prototype to be developed and the development costs (including any adjustment of the (Additional) Services Fee in accordance with then current market rates);
  - e. Cleantron shall submit any recommendation for modification(s) to the Customer and the Customer shall notify Cleantron in writing within 14 (fourteen) days whether or not it accepts such recommendation and, upon acceptance by the Customer of such recommendation, the (Additional) Services Fee and the Time for Completion shall be deemed to have been varied accordingly.
- 12.2 After Cleantron shall have established, in its sole discretion, that the sample or prototype developed by it has successfully passed the tests customarily performed by Cleantron, such sample or prototype shall be delivered to the Customer. Within one month from delivery of the sample or prototype the Customer shall formally inspect the sample or prototype by performing an acceptance test. Within one week from such acceptance test the Customer shall either send a written notice of acceptance to Cleantron or a written notice of rejection, in the latter case including feedback regarding the deficiencies requiring correction, granting Cleantron a fair and reasonable period for correction thereof. After correction Cleantron shall once again deliver the sample or prototype to the Customer for acceptance in accordance with this clause 12.2. In the event the Customer does not perform an acceptance test and/or does not send a written notice of acceptance or rejection, the sample or prototype shall be deemed to have been accepted by the Customer.
- 12.3 The Customer shall notify Cleantron in writing, if:
- a. the Customer does not accept any recommendation for modification(s) proposed by Cleantron, or

- b. if the sample or prototype fails to pass Cleantron's tests and the Customer does not accept Cleantron's solution, or
- c. the Customer finally rejects the sample or prototype delivered by Cleantron.

In each such case either party may terminate the Agreement, but such termination shall not affect Cleantron's right to payment of any amount due and payable by the Customer for previously accomplished milestones and the Customer shall not be entitled to a full or partial reimbursement of any (Additional) Services Fee(s) paid by it or compensation of its damages.

- 12.4 If the Customer requires that an additional acceptance test or inspection is conducted, the Customer shall pay all costs of such additional tests or inspection required by it, including the costs of attendance at Cleantron's premises to witness the same. In the event of any delay on the Customer's part in attending such tests after 7 (seven) days' notice that a sample or prototype is ready for such tests, Cleantron may proceed with such tests in the Customer's absence.

**13. Reasonable skill, care and diligence; complaints and remedies**

- 13.1 Cleantron shall have no other responsibility than to exercise reasonable skill, care and diligence in the performance of its obligations under the Agreement in keeping with the expertise which the Customer can reasonably expect. Cleantron does not guarantee that any intended result will be achieved.
- 13.2 Cleantron must be informed by the Customer in writing about each complaint regarding the performance of the (Additional) Services as soon as possible after the complaint arises, but no later than within 14 (fourteen) days of the discovery of the failure to perform or within 12 (twelve) months after the completion of the (Additional) Services, whichever date occurs earlier. In the absence of such a notification all the Customer's rights and claims in respect of such complaint shall lapse. The notice of default should contain a description of the failure to perform in as much detail as possible so that Cleantron is able to put forward an adequate response or remedy, as the case may be.
- 13.3 If there is a valid complaint regarding the performance of the (Additional) Services, the Customer shall be entitled to require Cleantron to remedy the same free of charge by means of performing the (Additional) Services again, provided that the following conditions are met:
- a. the Customer has met all its obligations vis-à-vis Cleantron;
  - b. the cause of the failure to perform is directly attributable to Cleantron;
  - c. it is reasonably possible to remedy the failure to perform;
  - d. Cleantron has been notified of the failure to perform in accordance with clause 13.2;
  - e. the plans, designs, drawings and other specifications provided by the Customer are correct, complete, accurate and reliable;
  - f. the components and/or materials furnished or specified by the Customer are available in sufficient volumes and are of good quality;
  - g. the Customer shall have complied with all installation -, assembly - and other instructions as well as the specifications and manuals issued by Cleantron;
  - h. the complaint does not concern a deficiency in a sample or prototype developed by Cleantron, as the provisions in clause 12 of these general conditions set out the Customer's sole remedies in respect of such complaints.
- 13.4 In the event that:
- a. in the performance of its obligations under the Agreement Cleantron has relied on plans, designs, drawings and other specifications provided by the Customer;
  - b. the Customer has required Cleantron to use components and/or materials furnished or specified by the Customer, or
  - c. the Customer has not complied with all installation -, assembly - and other instructions as well as the specifications and manuals issued by Cleantron,
- the Customer shall be liable for any damages of Cleantron or any third party resulting from such plans, designs, drawings and other specifications being incorrect, incomplete, inaccurate or unreliable, from such components or materials not being available in sufficient volumes and/or being inadequate, deficient, defective or of an inferior quality and/or from (the product based on) the sample or prototype developed by Cleantron not functioning properly or being faulty,

defective or inadequate in any way whatsoever. The Customer shall indemnify Cleantron against any claim by a third party relating hereto. In such case Cleantron shall also be entitled to suspend the performance of the Agreement or to terminate the Agreement, but such suspension or termination shall not affect Cleantron's right to payment of any amount due and payable by the Customer for previously accomplished milestones and the Customer shall not be entitled to a full or partial reimbursement of any (Additional) Services Fee(s) paid by it or compensation of its damages.

- 13.5 A claim by the Customer does not suspend its payment obligations.
- 13.6 A failure to perform of a minor nature, such as the non-availability or partial availability of promised documentation, shall not constitute a default. This shall not affect the Customer's right to have the shortcoming remedied as soon as possible.

#### 14. Force majeure

14.1 Failure to comply with an obligation shall not be regarded as attributable to a party, if it is the result of or is related to a circumstance which is beyond the control of the party concerned, whether it could have been foreseen or not and whether or not the circumstance preventing (further) compliance occurs after a party should have met its obligations. Such circumstances include but are not restricted to: war or a similar circumstance, mobilization, riots, sabotage, terrorism, threats of terrorism, fire, lightning strike, natural disasters, extreme weather conditions, implosion, explosion or escape of dangerous gases or substances, strikes, sit-ins, boycotts or blockades and measures taken by a domestic or foreign government such as the imposition of import, export, delivery or production bans and the refusal to issue entry, residence, working or exit documents.

14.2 In case of force majeure or circumstances impeding the normal course of Cleantron's business, Cleantron has the option to suspend the performance of the Agreement or to terminate the Agreement, but such suspension or termination shall not affect Cleantron's right to payment of any amount due and payable by the Customer for previously accomplished milestones and the Customer shall not be entitled to a full or partial reimbursement of any (Additional) Services Fee(s) paid by it or compensation of its damages.

#### 15. Liability

15.1 Cleantron's liability to compensate damages suffered by the Customer is limited as follows:

- a. in no case shall Cleantron be liable for damages in excess of an amount of more than two times the amount charged and paid for the relevant (Additional) Services rendered per incident, a series of connected incidents to be considered as one incident, and up to a maximum of EUR 150.000,- per calendar year;
- b. in no case shall Cleantron be liable for damages resulting from information, plans, designs, drawings and other specifications provided by the Customer or from components and/or materials furnished or specified by the Customer or from the use of the Customer Resources or from acts and/or omissions of any personnel of or any third party employed, engaged or contracted by the Customer;
- c. in no case shall Cleantron be liable for damages in the event that the Customer has not complied with all installation -, assembly - and other instructions, specifications and manuals issued by Cleantron;
- d. in no case shall Cleantron be liable for any indirect damages, howsoever caused, including without limitation damages caused by loss of profit, loss of income or revenue, damages resulting from delays in delivery and/or performance, damages to goods of the Customer or third parties, damages resulting from disruptions and/or defects such as production loss or stagnation or delay of production- or business processes, loss of information including the costs of recovery thereof, lost savings, missed contracts, costs made in vain, increase of operational costs, extra costs related to purchase elsewhere and discounts or penalties owed to third parties, unless and in such case to the extent such indirect damages are covered by any of Cleantron's liability insurance policies.

15.2 The right to compensation of damages shall expire if no claim is made in writing within 14 (fourteen) days of the discovery of the damage or within 12 (twelve) months after the completion of the (Additional) Services, whichever date occurs earlier.

15.3 Unless the damage was caused by wilful acts or gross negligence on the part of Cleantron, the Customer shall indemnify Cleantron against any claim by any of the Customer's personnel or of any third party employed, engaged or contracted by the Customer to be compensated for damages resulting from (Additional) Services rendered by Cleantron.

15.4 To the extent Cleantron renders advice without an agreement in place covering the rendering of such advice, such advice is given without prejudice and Cleantron shall not be liable therefor.

#### 16. Termination

16.1 If a party:

- a. is declared bankrupt, requests suspension of payments, is liquidated, liquidates its business or if its assets are fully or partially seized, such party will be deemed to be in default by operation of law, or
- b. has failed to fully or properly meet any obligation under the Agreement, after having been given written notice of default with due observance of a reasonable notice period to enable the defaulting party to remedy the default,

the non-defaulting party shall be entitled, without prejudice to its right to demand performance, to immediately terminate the Agreement, or any part of the Agreement which has not yet been performed, without prejudice to the non-defaulting party's right to be compensated for damages in accordance with the Agreement (including these general conditions).

16.2 If a party fails to comply with the Agreement, without this being attributable to the party concerned, and if it is apparent that compliance has become permanently impossible, the Agreement may be terminated with immediate effect by either of the parties without the terminating party becoming liable for compensation of any damages of the other party. If compliance is not permanently impossible, the Time for Completion will be extended with the period during which compliance was impossible.

16.3 The Agreement may only be completely or partially terminated by a party as a result of a failure to perform if and to the extent such party cannot reasonably be required to uphold it.

16.4 In the event of termination of the Agreement any monetary amounts due by either party under the Agreement shall become immediately due and payable.

#### 17. Intellectual property rights

17.1 Cleantron is the only party entitled to the intellectual property rights in respect of the inventions, designs, technologies, working methods, models, samples, prototypes, software, reports and any other know-how prepared, generated, developed or otherwise obtained by Cleantron and made available to the Customer in connection with the conclusion and the performance of the Agreement, for example in the form of drawings, diagrams, calculations, descriptions or documentation. Any and all information pertaining thereto is Confidential Information which may not be copied, reproduced, published or disclosed to any third party without the express written consent of Cleantron.

17.2 Unless otherwise agreed in writing, the Agreement shall not constitute an assignment to the Customer of the right to file any intellectual property right and/or a transfer of title to the Customer of any intellectual property rights and know-how of Cleantron but shall only imply a non-exclusive and non-transferable license to use Cleantron's intellectual property rights and know-how, provided that any intellectual property rights and know-how of Cleantron may only be used by the Customer within the framework of and for the purpose intended by the Agreement.

17.3 The Customer shall immediately return at Cleantron's first request all documentation (including the Offer), information carriers and any copies thereof.

17.4 The Customer shall indemnify Cleantron against any claim by any third party that its intellectual property rights are infringed by the use of the information, plans, designs, drawings and other specifications provided by the Customer.

#### 18. Confidentiality

18.1 Cleantron and the Customer may exchange Confidential Information in connection with their performance of the Agreement. All such exchanged Confidential Information shall be treated as confidential whether or not it is marked "confidential" or "proprietary" and each

party will, during the term of the Agreement and for a period of 3 (three) years thereafter:

- a. not disclose to any third party any Confidential Information acquired from the other party in connection with the Agreement;
- b. not use any Confidential Information for any other purpose than the purpose of the Agreement;
- c. limit access to Confidential Information to those of its employees, suppliers, agents and representatives who reasonably require the same for the purposes set out in the Agreement;
- d. cause each person to whom Confidential Information is disclosed to agree to confidentiality obligations with respect to such Confidential Information which are equal to those set out herein.

18.2 Confidential Information is not protected if:

- a. a party can demonstrate through written documentation that the Confidential Information was already known to it at the time of its disclosure or was independently developed by it;
- b. the Confidential Information becomes known or generally available to the public (other than by the act of the party to whom the Confidential Information was disclosed) after its disclosure;
- c. the Confidential Information is disclosed or made available in writing to a party by a third party having a bona fide right to do so and without similar confidentiality obligations, or
- d. a party is required to disclose the Confidential Information by a process of law, in which case such party shall notify the other party promptly.

## 19. Miscellaneous

19.1 If at any time any provision of the Agreement is or becomes wholly or partially illegal, invalid or unenforceable in any respect under any law or in any jurisdiction, Cleantron and the Customer shall negotiate in good faith with a view to agreeing on one or more provisions which shall substitute any such illegal, invalid or unenforceable provision and which shall produce as nearly as practicable the same balance in the commercial interests of the parties.

19.2 The Agreement may not be amended unless each of the parties shall have consented thereto in writing.

## 20. Applicable law; change of address; language; disputes

20.1 The Agreement between Cleantron and the Customer shall be governed by the laws of the Netherlands with the exception of the Vienna Sales Convention (CISG).

20.2 Cleantron is entitled to continue to regard the address provided by the Customer as such until the Customer shall have notified Cleantron in writing of a new address.

20.3 Any notice, instruction or other communication under or pursuant to the Agreement shall be written in the English language.

20.4 All disputes between Cleantron and the Customer shall be exclusively submitted to the court having jurisdiction in the area ("arrondissement") Noord-Holland. In the event that in the Agreement another jurisdiction is chosen, each party reserves the right to submit a dispute to the judge in summary proceedings (*voorzieningenrechter in kort geding*) in Noord-Holland.