

2022 General Terms and Conditions of Sale and Delivery of European Reliability Centre (ERC) B.V.

1. Applicability

- a)** These General Terms and Conditions of Sale and Delivery (hereafter referred to as "General Terms and Conditions") are applicable to all offers, sales and deliveries of goods and/or services (goods and services hereafter referred to either jointly or separately as "Services") made by or on behalf of European Reliability Centre (ERC) B.V. (hereafter referred to as "ERC") to the client or buyer (hereafter referred to jointly as the "Client"), as well as to all comparable transactions and agreements between ERC and the Client.
- b)** In the event of any discrepancy between the provisions contained in an agreement and those of these General Terms and Conditions, that agreement will take precedence.

2. Conclusion of an Agreement.

- a)** All offers issued by ERC are made free of obligation and may be subject to amendment or cancellation.
- b)** Orders placed by the Client are regarded as irrevocable. However, orders placed by the Client do not in themselves create any obligation on the part of ERC.
- c)** An agreement between the Client and ERC (hereafter referred to as an "Agreement") may not be regarded as having been concluded until it has been confirmed in writing by ERC.
- d)** Electronic communications between ERC and the Client are regarded as constituting written correspondence. The electronic communication system used by ERC will serve as proof of the content and time of dispatch and receipt of that electronic communication.

3. Cancellation and amendment of an Agreement concerning training

- a)** The Client may cancel participation in an open-registration training in writing. If a cancellation is made up to 2 weeks prior to commencement of an open-registration training, the Client must pay a cancellation charge equal to 20% of the fee for the course (including VAT). If a cancellation is made within 2 weeks prior to commencement of an open-registration training, the Client must pay the full participation fee (including VAT). The date on which ERC receives notice of cancellation is used to determine when the cancellation was made. If the Client ceases participation after the training commences, or does not attend the training for some other reason, the Client will not be entitled to any refund whatsoever.
- b)** The Client may cancel an order for in-company training in writing. If a cancellation is made up to 4 weeks prior to commencement of an in-company training, the Client must pay a cancellation charge equal to 25% of the fee for the course (including VAT), subject to a minimum of € 500 (including VAT) per invoice. If a cancellation is made within 4 weeks prior to commencement of an in-company training, the Client must pay the full participation fee (including VAT). The date on which ERC receives notice of cancellation is used to determine when the cancellation was made. If the Client ceases participation after the training commences, or does not attend the training for some other reason, the Client will not be entitled to any refund whatsoever.
- c)** The Client may, up to 4 weeks prior to commencement of an open-registration training, switch their participation – free of charge – to a different, later course date, provided this date is no later than 6 months after the original date. In-company training courses cannot be switched or moved to another date/time. In the case of an initial switch made between 4 weeks to 1 week prior to commencement of an open-registration training, the Client is required to pay 25% of the fee for the course plus related catering arrangements (including VAT). For each subsequent switch, or a switch made within 1 week prior to

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commencement of an open-registration training, the Client must pay the full fee for the course and related catering arrangements (including VAT).

- d)** If a participant is unable to attend a training, the Client may arrange - free of charge - for a suitable substitute person to attend in their place, provided ERC is informed of the substitution prior to the commencement date of the training. Another person may not take a participant's place after a training has started.

4. Termination and amendment of the Agreement by ERC.

- a)** ERC may terminate the Agreement without providing any reason, in which case the Client is entitled to a full refund of the amount the Client has paid to ERC.
- b)** ERC may change the date, times and the location of a training at any time. If ERC believes that the Client/participant cannot reasonably be expected to attend the training under the changed conditions, ERC may decide to refund all or part of the participation fee. ERC may, at any time, change the content and structure of a training programme and replace the trainers and training materials, without this entitling the Client/participant to claim any compensation. ERC will notify the Client/participant as soon as possible of any change as described in this Article.

5. Prices

- a)** The prices quoted by, or agreed with, ERC are net prices. This means that the prices are exclusive of, among other things, VAT and other taxes imposed, or duties levied, with regard to the Services.
- b)** Travel costs, private expenses, accommodation and other costs – except those of the catering arrangements – incurred in connection with taking part in a training are for the account of the Client and are required to be paid in cash by the Client upon leaving the accommodation.

6. Payment

- a)** Payment must be made – without any right to any discount, offset or postponement – at the agreed time or, if no such time has been agreed, within 30 days of the date of the relevant invoice.
- b)** Each payment made by the Client will, in the first instance, be applied to cover the judicial and extrajudicial costs and any interest owed by the Client and, thereafter, to settle the oldest outstanding claim against the Client, all of this regardless of any instruction to the contrary on the part of the Client.
- c)** Complaints regarding an invoice must be submitted to ERC within ten working days following the invoice date. Thereafter, the Client will be regarded as having approved the invoice.
- d)** ERC may, at any time, require full or partial payment in advance.
- e)** As soon as the Client fails to perform any of its payment obligations, all ERC's claims against the Client will become immediately payable on demand and the Client will also be in immediate default with regard to those claims without any notice to that effect being required.
- f)** The final payment date is a strict deadline and, as from that date, ERC will be entitled to postpone performance of its obligations under the Agreement and/or to dissolve the Agreement, whilst the Client will, as from that moment, owe 1% interest per month on the outstanding amount as from that moment.
- g)** The Client will reimburse ERC for all the judicial and extrajudicial costs ERC incurs in connection with collecting the outstanding claims not paid – on time – by the Client.

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7. Complaints

- a)** The Client must - have a third-party acting on the instructions of the Client - inspect the goods thoroughly immediately after they are received.
- b)** Any complaints regarding visible defects must be reported no later than ten working days after delivery by ERC, failing which any claim against ERC on the part of the Client will lapse.
- c)** Any complaints by the purchaser regarding "hidden" defects must be made within ten days of these being discovered or it being reasonable to assume that they should have been detected, but no later than six months after their delivery.
- d)** All complaints must include an accurate description of the defect. Complaints do not release the Client from any of its payment obligations.
- e)** All rights to submit a claim for compensation will become invalid and expire if the goods have been transported, treated, used, processed or stored by or on behalf of the Client in an improper way or in breach of the instructions given by or on behalf of ERC.
- f)** If a complaint is justified and submitted on time, the Client will be entitled exclusively to redelivery - at no charge - of the goods, or to a credit equal to the purchase value of the goods that are fully or partly defective, this to be agreed in mutual consultation between the parties.

8. Intellectual and industrial property rights

- a)** All the intellectual and industrial property rights relating to the Services supplied and/or all related know-how are held by ERC or third-party owners, and do not pass to the Client under the Agreement with ERC even if the goods acquired or related know-how have been designed, developed or produced specifically for the Client.
- b)** The Client will warn ERC immediately if it has any knowledge of any third parties that are infringing or threaten to infringe ERC's industrial or intellectual property rights or know-how, or if third parties believe that Services provided by ERC infringe their industrial or intellectual property rights or know-how.
- c)** All information and – working – materials obtained from ERC in connection with the training are intended solely for the personal use of the Client. Without ERC's prior written consent, the Client is not permitted to duplicate or publish any of the information or material in any way, either in full or in part.

9. Liability

- a)** Any liability on ERC's part is limited in all cases to a maximum equal to the amount that is paid out in the event in question under the professional and business liability insurance concluded by ERC.
- b)** In any event when the insurer does not decide to issue payment or the damage is not covered by the insurance, any liability on the part of ERC will be limited to a maximum equal to the amount owed to ERC by the Client under the Agreement.

10. Force Majeure

- a)** If an event of *force majeure* occurs, ERC may – without the intervention of a court – either postpone its performance of the Agreement for as long as the circumstances causing that event continue, or dissolve all or part of the Agreement without being obliged to pay any compensation or penalty, or to refund any paid declarations.

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- b)** In this context, an event of "*Force Majeure*" affecting ERC is understood to mean: any circumstance which ERC could not have been aware of when concluding the Agreement and/or which means that the Client may not reasonably expect normal performance of the Agreement to take place, including - but not limited to - illness at ERC, ERC not possessing sufficient information from - or ERC being supplied with inaccurate information by - the Client, or a lack of cooperation from the Client, as well as fire, flood, strikes, riots, civil unrest, transport disruptions, mobilisation, war, machinery breakdowns, the non-supply of facilities by public utility companies and all other circumstances that delay performance of the order or render this impossible.

11. Dissolution

- a)** ERC may, without notice of default or court intervention and without being obliged to pay any damages or compensation, dissolve all or part of the Agreement in writing and with immediate effect if:
- b)** The Client applies for a suspension of its payment obligations, files a request for its own bankruptcy or liquidation, has a bankruptcy application filed against it, or is declared bankrupt;
 - 1. the Client's business is or has been liquidated or terminated other than for the purpose of a business merger;
 - 2. an attachment is placed on a considerable part of the Client's assets; or
 - 3. the Client must be deemed to be no longer capable of performing its obligations.

12. Complaints procedure

- a)** All complaints about the Services provided by ERC must be submitted to ERC's Customer Service Department (*Afdeling Klantenservice*), which will ensure that they are handled properly.

13. Governing law and competent court

- a)** All Agreements between ERC and the Client, as well as these General Terms and Conditions, are governed exclusively by the laws of the Netherlands. Any applicability of the Vienna Convention (CISG) is explicitly excluded.
- b)** All disputes ensuing from the Agreement and/or these General Terms and Conditions will be ruled on exclusively by the competent court in Rotterdam (*Rechtbank Rotterdam*).

14. Miscellaneous

- a)** If any of the provisions in these General Terms and Conditions proves to be invalid, or is set aside by a court of law, the other provisions will remain in full force and effect.
- b)** The titles of the articles in these General Terms and Conditions are provided merely to facilitate reference to those articles and will have no influence on the explanation or interpretation of the provisions contained therein.