



**EXPANDABLE**  
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## GENERAL CONDITIONS EXPANDABLE - 2021

### ARTICLE 1 – DEFINITIONS

The following terms are defined as below:

**Expandable:** Expandable B.V. (Chamber of Commerce: 53039998).

**Client:** A counterparty, customer and/or supplier of Expandable and the legal entities affiliated with said party, customer or supplier.

**Agreement:** The agreements between Expandable and the Client.

**User location:** Location where the Client or its client uses, wishes to use or will use the Product(s).

**Products:** All products (to be) sold, delivered, rented and/or bought by Expandable to/from the Client, including those described in the Quotation or Agreement.

**Quotation:** All offers of Expandable, including but not limited to its price lists and other statements as well as relevant information mentioned on its website.

**Services:** All services (to be) provided by Expandable to the Client, including those described in the Quotation or Agreement.

**Work:** All activities performed by Expandable for the Client, including but not limited to the installation, construction, dismantling, repair, maintenance and delivery of Products.

**Delivery:** The date on which the Products/Services have been delivered and/or the Work is performed, as per Expandable's confirmation.

### ARTICLE 2 – APPLICABILITY

2.1 These general conditions apply to the Agreement, Products, Work, Services, Quotations and all relations between Expandable and the Client as well as to all negotiations and other precontractual situations between Expandable and the Client, even if these do not lead to an Agreement.

2.2 Deviating conditions only apply to the extent they have been expressly accepted in writing by Expandable and are only effective for the relevant Agreement(s).

2.3 If any provision of these general conditions for whatever reason is not valid, the other conditions will remain effective and parties will negotiate on the content of a new provision, which provision approximates the content of the original provision as closely as possible.

2.4 If multiple (natural or legal) persons have committed themselves under an Agreement of have placed an order for Services, Work or Products, they are always severally and jointly liable for the entirety towards Expandable. A deferral of payment or remission by Expandable for a Client or a proposal to that effect regards that Client exclusively.

### ARTICLE 3 – QUOTATION AND PRICES

3.1 A Quotation is non-committal. Even if a Quotation is accepted by the Client, Expandable has the right to revoke it within 2 business days, free of charge.

3.2 If a Quotation is not accepted by the Client, Expandable has the right to charge the Client all costs it incurred to make the Quotation.

3.3 All prices are exclusive of VAT and all other taxes, levies, duties or charges. Prices furthermore are exclusive of costs for packaging, transport, Delivery, dismantling, service/maintenance and the like unless emphatically agreed otherwise in the Agreement.

3.4 If pursuant to the Agreement partial deliveries take place, Expandable has the right to intermediately modify the conditions upon the various partial deliveries.

3.5 If prices and/or price-determining factors, such as for example wages, materials, currency, import duties and insurance undergo an increase, for whatever reason, Expandable has the right to correspondingly adjust the price.

3.6 If the performance of the Agreement is delayed upon request of the Client, due to the absence of information or instructions or for other reasons lying with the Client, Expandable has the right to increase the price as a compensation for additional costs or loss resulting from such delay (such as loss of interest).

3.7 Additional or reduced Work arises (i) in case of changes, for whatever reason, to the design, the specifications, the planning and the like. (ii) if information provided by the Client is incorrect or incomplete (iii) in case of a deviation from the estimated quantities (iv) if legal requirements or rulings by authorities set other standards or specifications than stipulated in the Agreement. Additional Work is settled on the basis of the price-determining factors that apply at the time the additional Work is carried out. Reduced Work is settled on the basis of the price-determining factors that applied at the time the Agreement was concluded.

3.8 The Client makes sure and warrants that Expandable can perform the Work undisturbedly at the location indicated by Expandable and at the established time and that during the performance of the Work Expandable will have at its disposal the required facilities, such as gas, water, electricity, heating; closable dry storage space as well as all facilities prescribed on grounds of health and safety legislation. The Client is liable for all damage, including such resulting from loss, theft, fire or property damage regarding goods (herein: *goederen*) of Expandable, of the Client and/or of third parties, such as tools and material intended for the Work, which are located at the place where the Work is performed.

### ARTICLE 4 – PAYMENT

4.1 The payment of the invoices of Expandable must effectively take place in the currency indicated on the relevant invoices. Invoices must be paid within 14 days after the invoice date without any discounts, deductions or set-offs. The Client does not have the right to suspend or set off its payment obligations. The value date indicated on the bank statements of Expandable is considered the day of payment.

4.2 If the Client does not comply with its obligations towards Expandable, the Client is immediately in default, without any default notice being required. From the day the Client is in default until the day of full settlement the Client owes Expandable default interest in the amount of 1.5% per month (calculated pro rata, whereby a month equals 30 days)

of the amount owed, without prejudice to the right of Expandable to compliance, suspension, rescission and/or full indemnification pursuant to the law. All (actual) collection costs, both judicial and extrajudicial costs, are borne by the Client. This includes the costs of seizure, bankruptcy application as well as the actual costs of lawyers, bailiffs and other experts to be deployed by Expandable.

4.3 Upon first request from Expandable the Client is bound to settle advance payments as indicated by Expandable. Expandable has the right to demand adequate security from the Client, at the latter's expense and risk. The Client must lodge (additional) security upon first request, such as for example, a bank guarantee or a lien to (all) assets. If the Client is in default with the settlement of advance payments or with lodging the security required, Expandable is authorized to suspend its performance or to rescind the Agreement. The Client must establish a lien upon first request, for the benefit of Expandable, on its goods as well as on all its current and future claims, as a security for the payment by the Client of all its existing and future debts towards Expandable, including those on account of damages, collection costs, interest and/or fines. The Client declares to be authorized to establish such lien and hereby grants Expandable an irrevocable authorization to do so on its behalf.

4.4 Invoices are considered accepted and approved by the Client if Expandable has not received an objection within 8 days after invoice date by way of registered mail. An objection to an invoice does not give the Client the right to suspend its payment obligations.

### ARTICLE 5 – DELIVERY

5.1 Unless established otherwise in writing, Expandable delivers the Products/Services EXW Eersel, the Netherlands (or its principal place of business in that country), Incoterms® 2020 and performs the Work at its premises at said location. The Client is responsible for collecting, transport, etc. to and from said location.

5.2 Expandable has the right to deliver in batches.

5.3 The Products are at the risk of the Client from the moment of Delivery or from the moment receipt is refused or is considered to have been refused.



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5.4 The Client must collaborate with Delivery on the date indicated by Expandable (e.g. by picking up the Products). In case the Client fails to receive the Products, Expandable has the right to pass on to the Client all costs incurred in consequence, such as cost of storage, transport and insurance as well as damages suffered, such as loss of turnover and profit. This also applies in case of failed Delivery due to circumstances within the control of the Client, such as lack of facilities, licenses and/or permissions.

5.5 Receipt is considered to have been refused if the Products were offered for Delivery, but Delivery did not take place. The day on which Delivery is refused is the day of Delivery.

5.6 Delivery of the Work takes place (i) upon approval by the Client of the Work, (ii) when Expandable has notified the Client in writing that the Work is completed and the Client has not communicated in writing within 14 days after said notification whether or not the Work has been approved, (iii) if the Client does not approve the Work on grounds of minor defects or missing parts that can be remedied within 30 days; or (iv) if the Client does not approve the Work on grounds of apparently unfounded complaints.

5.7 If the Client does not approve the Work, it must forthwith communicate this in writing to Expandable under detailed specification of reasons, whilst enabling Expandable to deliver the Work anew. The provisions of this article are thereby applicable again (each time).

5.8 Expandable is never in default by the mere expiry of a term, including the delivery time, nor does this confer the right to the Client to be compensated. For default to occur, a written notice of default by registered mail is always required, giving Expandable a reasonable period of time, i.e. at least 2 months, to comply.

5.9 The agreed delivery time period starts when agreement has been reached on all commercial and technical details, all necessary information, definitive and approved drawings, etc. are in the possession of Expandable, the established (instalment/advance) payments have been received and all other necessary conditions for the performance of the Agreement have been complied with. Furthermore, in case: i) of changed circumstances compared to those that were known to Expandable when it established the delivery time, Expandable has the right to extend the delivery time to the extent necessary to perform the Agreement under these changed circumstances. ii) of additional Work, the delivery time is extended by the time required for supply of materials/components/parts and the performance of the additional Work. iii) Expandable suspends its obligations, the delivery time is extended by the duration of the suspension. iv) of force majeure or unworkable circumstances, due to for example weather, the delivery time is extended with the resulting period of the delay.

### ARTICLE 6 – INTELLECTUAL PROPERTY AND EXTENDED RETENTION OF PROPERTY

6.1 It is strictly forbidden for the Client to change, remove or bypass any indication(s) or technical measures concerning the confidential nature or intellectual property rights from software, Expandable websites, data files, equipment, Quotations, Services, Products and/or Work.

6.2 All intellectual property rights embodied in or arising out of the Products, Quotations, Services, Expandable websites and/or Work shall belong exclusively to Expandable, its licensors or its suppliers, regardless of whether costs were charged to the Client for its creation or manufacturing. If Expandable undertakes to transfer an intellectual property right, such an undertaking can only be entered into expressly and in writing. If a dispute arises about who is the owner of Services, Products and/or Work or who is the holder of intellectual property rights, Expandable is deemed to be the sole owner or holder, save evidence to the contrary to be provided by the Client.

6.3 The Client must refrain from using, multiplying, distributing and/or providing to third parties any information in which any intellectual property rights as mentioned in the previous paragraph are embodied, unless with the prior written consent of Expandable. The Client is entitled to use the data and information provided to it by Expandable, only in connection with the Agreement. These data and this information remains the property of Expandable. The Client (only) acquires the rights of use expressly granted by these general conditions, the Agreement and/or the law. A right of use to which the Client is entitled is non-exclusive, non-transferable, non-mandatory and non-sublicensable.

6.4 If the parties agree in writing that an intellectual property right with regards to Products, Services and/or Work specifically developed for the Client are to be transferred to the Client, this does not affect the right or the possibility of Expandable to use and/or exploit the components, general principles, ideas, designs, algorithms, documentation, works, programming languages, protocols, standards and the like underlying that development, without any restriction, for other purposes, either for itself or for third parties. Likewise, the transfer of an intellectual property right does not affect the right of Expandable to use developments similar or derived from those made or to be made, for its own benefit or for that of a third party.

6.5 Expandable indemnifies the Client against any legal claim by a third party, based on the contention that products developed by Expandable itself violate a right of intellectual property of that third party, on the condition that the Client informs Expandable forthwith in writing of the existence and leaves the substance of the legal claim and the handling of the case, including the making of any possible settlements, entirely up to Expandable. To that effect, the Client will grant the necessary authorizations and assistance to Expandable and provide it with all relevant information, so as to defend itself, if necessary on behalf of the Client, against these legal claims. This obligation to indemnify lapses if the alleged violation is related (i) to materials made available by, on behalf of or on request of the Client for use, processing, transformation or incorporation, or (ii) to modifications to Products which the Client has applied or has had apply by a third party without the prior written consent of Expandable. If it has been irrevocably established legally that the products developed by Expandable itself violate any right of intellectual property of a third party or if in the opinion of Expandable there is a reasonable chance that such violation occurs, then Expandable will, if possible, make sure that the Client can continue to use these products or functionally equivalent others. Any other or further indemnification obligation of Expandable is excluded.

6.6 The Client warrants that goods/data provided by it within the framework of the Agreement do not infringe any intellectual property rights and/or knowhow of third parties. The Client must compensate any damage suffered and/or costs incurred in connection therewith. The Client indemnifies Expandable against related claims of third parties or other claims of third parties for infringement of intellectual property rights.

6.7 Expandable retains the ownership of all goods delivered by or on behalf of it. This retention of property is extended. This means that Expandable retains ownership of all delivered goods, including goods that have been paid, on the basis of all (for example: earlier) Agreements, for as long as the Client: (i) has not paid the total amounts owed (pursuant to any Agreement whatsoever); (ii) fails to comply or will fail to comply with any of its obligations pursuant to any Agreement and/or; (iii) has not settled claims which result from non-compliance, damage, fines, interest and costs. For as long as goods are subject to a retention of property, they do not fall within the realm of the Client's property and hence the Client can nor may alienate, encumber or transfer these goods outside the scope of its regular business operations (not at property rights level and not contractually). If the Client has fulfilled its obligations before/after the goods were delivered, the retention of property revives regarding these goods if the Client does not fulfil its obligations pursuant to an Agreement of a later date. To the extent required, those goods are then transferred (back) to Expandable. The Client hereby grants permission and gives its consent for such transfer and authorizes Expandable irrevocably to do what is needed to achieve it.

6.8 Expandable has the right to access at all times all goods which are its property, wherever they are located and to be informed of their location. With regards to all goods covered by the retention of property of Expandable, the Client must forthwith inform (and keep informed) Expandable in writing of any damage caused to or by these goods, provide Expandable testimonies and/or other documentation regarding the underlying event(s) and/or have drawn up a police report of such event(s). If and when Expandable invokes its retention of property, it has the right to take back (possession of) the goods and the Client must cooperate and assist at first request.

6.9 In the event of any breach of (any of) the obligation(s) set forth in this article, the Client shall forfeit, without any notice of default or any other prior declaration being required, to Expandable or its legal successor(s) a penalty, that is immediately due and payable and that is not subject to deduction, suspension or set-off, in the amount of EUR 100.000.-- per breach, to be increased by the amount of EUR 1.000.-- for each day or part of a day that such breach continues, insofar as it is a continued breach. To the extent necessary and permitted by law the parties hereto explicitly agree that this penalty qualifies as liquidated damages (*forfaitaire vaststelling van reële te lijden schade*). This penalty is without prejudice to the



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right to compensation, insofar as the damages incurred exceed the total forfeited penalty, to demand performance, to initiate and conduct proceedings (including any interlocutory proceedings), the right to obtain a judicial prohibition and/or to terminate all existing business relationships and Agreements (if any) with the Client (without having to take into account any notice period), in addition to all other rights arising from the law. The amount of the penalty is increased by the statutory commercial interests as per article 6:119a of the Dutch Civil Code, that become payable as of the day the penalty is due.

### ARTICLE 7 – MAINTENANCE AND WARRANTY

7.1 As long as Expandable has an interest in the diligent use of the Products (for example: during rental or when subject to a retention of property) the following applies: (i) Without the prior written consent of Expandable, the Client will not apply or allow any changes in or to the Products. Upon first request of Expandable, the Client will at its expense and risk, take care of the removal of applied materials and of restoral in the original condition of the Products (even if Expandable approved the materials/changes), without the Client being entitled to any compensation. (ii) Except with the prior written consent of Expandable, modifications, maintenance and/or repairs to Products may exclusively be carried out by Expandable or by third parties approved by Expandable. (iii) The Client is deemed to have received the Products in good condition; the Client must use the Products diligently, in accordance with the intended use and keep the Products in good condition at its own expense and risk. (iv) Expandable has the right to control the Products from time to time. In case Expandable holds that the Products are used in an improper manner or neglected, Expandable has the right to retake possession of the Products and/or restore them in good condition at the expense of the Client. (v) It is strictly forbidden for the Client to sell, transfer, (sub-)let, encumber or otherwise give in use to a third party the Products, unless explicitly agreed otherwise in the Agreement. The Client will not transport or have transported the Products, without the prior written consent of Expandable.

7.2 All costs for legally mandatory, preventive, corrective, usage-dependent and all other maintenance to the Products are borne by the Client. The same holds true for repairs, except for repairs under the below warranty obligation.

7.3 Expandable performs all maintenance, modification and/or repair activities (only) in Eersel, the Netherlands (or its principal place of business in that country). The Client must, at its own expense and risk and in coordination with Expandable, arrange for the Products to be transported to and from that location or another location indicated by Expandable. Maintenance, modifications and/or repairs by Expandable never regard materials, components, equipment and/or parts (or their interaction with the Products), not provided or freely chosen by Expandable, such as those provided by or used/added on request of the Client. The Client must at all times take care of this at its own expense and risk.

7.4 For a period of 12 months following Delivery, Expandable warrants that the Products comply with the specifications adopted by Expandable and that the materials, components, equipment and/or parts it used are sound. This warranty does not apply to materials, components, equipment and/or parts not provided or freely chosen by Expandable, such as those provided by, used/added on request of or prescribed by the Client (or their interaction with the Products or damage caused by them to the Products). The same holds true for Products that were not new at the time of their Delivery as well as for tires, moving components, windows/glass, sealants or exterior paint. All damage to aforesaid excluded goods is borne by the Client (the Client must provide for adequate insurance, at its own expense and risk). The warranty lapses if the Products are modified or manipulated in any way, components are added to it and/or repairs or maintenance are/is performed, without the prior written consent of Expandable. No warranty is granted for mere esthetical effects that do not interfere with or substantially hinder normal use of the Products. If it has been irrevocably established legally that the Client rightfully invokes this warranty or if in the opinion of Expandable there is a reasonable chance that such warranty appeal is justified, Expandable will, to the extent this is reasonably possible, make the necessary repairs or modifications, free of charge. Any other or further warranty obligation of Expandable is excluded. The Client can only invoke this warranty after it has fulfilled all its obligations towards Expandable and it has provided Expandable with satisfactory written proof (in the form of invoices or formal certificates) of sufficient and correctly conducted maintenance, taking into consideration the needs in view of the characteristics and climate conditions of the User location. No warranty applies in case the defects are the result of: normal wear and tear, aging, improper or inexperienced use, external causes or force majeure.

7.5 Expandable does not warrant that Products, Services and/or Work comply with (local) regulations and/or (safety) requirements, either applicable at the location(s) where the Client or the end user have their offices, the User location or elsewhere. All inspections, risk inventories/analysis, labor conditions, evaluations and/or other measures or actions regarding (the use of) systems present in the Products, that are required by government authorities, local regulations and/or utilities company, must be performed by the Client at its own expense and risk, even if (local) rules established by these authorities stipulate that this is Expandable's responsibility. Expandable is not liable for the consequences should the Client fail to or the Products not comply with said (local) rules, requirements and/or regulations. The Client indemnifies Expandable against any and all related claims. In connection with the use, maintenance, and storage of the Products by the Client, the Client must be compliant with all legal requirements, including requirements for permits or instructions of the competent authorities. The Client will not use or store any hazardous substances in the Products, except if and to the extent this is customary for business operations. The use or storage of hazardous substances takes place exclusively at the expense and risk of the Client. The Client must provide and maintain fencing or other measures at the User location, if this is required pursuant to the (locally) applicable laws and regulations or other regulations from the competent authorities. The Client is responsible for and must at its expense and risk make sure that it has the permits, exemptions and approvals required for placement, installation, Delivery, use and dismantling of the Products (such as: environmental permit, driveway license and other permits).

7.6 In case of frost, snow or other adverse weather conditions, the Client must take all measures necessary to prevent damage to the Product (and its internal systems) and/or the freezing of (heating) systems and/or conduits. All damage to the Products due to weather conditions is borne by the Client.

7.7 In the event of any breach of (any of) the obligation(s) set forth in this article, the Client shall forfeit, without any notice of default or any other prior declaration being required, to Expandable or its legal successor(s) a penalty, that is immediately due and payable and that is not subject to deduction, suspension or set-off, in the amount of EUR 100.000,- per breach, to be increased by the amount of EUR 1.000,- for each day or part of a day that such breach continues, insofar as it is a continued breach. To the extent necessary and permitted by law the parties hereto explicitly agree that this penalty qualifies as liquidated damages (*forfaitaire vaststelling van reële te lijden schade*). This penalty is without prejudice to the right to compensation, insofar as the damages incurred exceed the total forfeited penalty, to demand performance, to initiate and conduct proceedings (including any interlocutory proceedings), the right to obtain a judicial prohibition and/or to terminate all existing business relationships and Agreements (if any) with the Client (without having to take into account any notice period), in addition to all other rights arising from the law. The amount of the penalty is increased by the statutory commercial interests as per article 6:119a of the Dutch Civil Code, that become payable as of the day the penalty is due.

### ARTICLE 8 – COMPLAINTS

8.1 The Client must inspect the Products directly upon Delivery. Any possible complaints about malfunctions or defects must be reported to Expandable no later than within 2 business days after Delivery in written and substantiated form. Malfunctions or defects which demonstrably could not reasonably have been discovered sooner, must be reported to Expandable immediately upon discovery, yet no later than within 6 business days following Delivery in written and substantiated form. The overrunning of these terms will lead to the forfeiture of the rights of the Client to obtain compliance and/or indemnification or a remedy otherwise with regard to the relevant defect and/or complaint.

8.2 The Client must keep a defective part and return it to Expandable, upon first request of Expandable. The return of the Products can only take place after the prior written consent of Expandable, under conditions to be established by Expandable. A return of Products or parts is always at the expense and risk of the Client.

8.3 If and to the extent a complaint by the Client is legitimate, Expandable will, at its own discretion, either: (i) restore the defect(s) free of charges, (ii) replace the Products free of charges, (iii) deliver Services or carry out Work anew. Complaints are not accepted if the defects do not hinder or substantially obstruct the use of the Products. Complaints never give the Client the right to suspend its payment obligations towards the Client.



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### ARTICLE 9 – TERMINATION, COMPENSATION AND SUSPENSION

9.1 Expandable is authorized to completely or partially rescind the Agreement (with immediate effect and without requiring a default notice) by way of written notification to the Client, if the Client:

- a. Applies for bankruptcy, is declared bankrupt, or requests suspension of payment or has obtained such;
- b. undergoes a substantive change to its activities and/or legal and/or organizational set-up, ceases its activities or significantly reduces them, loses the free control or a considerable part of its assets due to a seizure, or is placed under guardianship or forced administration;
- c. falls short in complying with an obligation pursuant to the Agreement or these general conditions;
- d. falls short and compliance is impossible, a situation as intended in article 6:83 of the Dutch Civil Code) occurs or a shortcoming repeats itself which was object of the default notice earlier as intended under c in the preceding;
- e. undergoes a change to its powers;
- f. fails to settle an invoice amount or a part thereof within the term established for this; in such cases, the Client is considered to be legally in default and all claims of Expandable towards the Client are immediately due and the rescission takes place without prejudice to Expandable's other rights.

9.2 In case a third party seizes or encumbers a Product (subsequently called: "the security holder"), which is the property of Expandable, the Agreement between parties ends with immediate effect in case Expandable finds itself in a state of bankruptcy and/or the security holder of Expandable demands release of the Product on grounds of non-compliance with the obligations of Expandable vis-a-vis the security holder. In such case, Expandable is not bound to pay any compensation to the Client nor does the Client have the right of retention or suspension in that case. In that context, Expandable and the Client also exclude the applicability of the articles 7:226 and 7:227 of the Dutch Civil Code entirely.

9.3 In case a situation occurs such as what is intended in article 9.1, Expandable and/or a third party to be indicated by it, is authorized to take back (possession of) the Products, free from any rights of the Client and without the obligation of re-delivering the Products back to the Client. In such a case as described in the preceding sections, Expandable and/or a third party indicated by it, is authorized to enter the premises and buildings of the Client so as to take possession of the Products. The Client is obligated to take the necessary measures to enable Expandable to enforce its rights and must timely remove goods which were not delivered by Expandable and are in(side) the Products. Expandable is not liable for the goods which are in(side) the Products at the time of seizure.

### ARTICLE 10 – LIABILITY

10.1 Expandable is only liable vis-a-vis the Client if the Client demonstrates that it has incurred damage caused by intent or willful recklessness on the part of Expandable or due to a substantive error of Expandable which can be seriously imputed to it and which would have been prevented in case of diligent conduct and exclusively for the direct damage which is the immediate consequence of that substantive error.

10.2 Expandable can be insured against certain liability, but this does not always have to be the case. For this reason, several limitations apply to the liability of Expandable. The obligation of Expandable to compensate damage or to undo, on any grounds whatsoever, is limited to such damage or costs as Expandable is insured against on account of an insurance taken out by or for the benefit of Expandable and is never higher than the amount which is disbursed in the relevant case by this insurance (whether or not to Expandable). If Expandable for whatever reason is not entitled to appeal to the limitation of the preceding paragraph (and/or the insurer, for whatever reason, does not pay out), the obligation of Expandable to compensate damage or to undo, regardless of the basis, is limited to a maximum of the invoice amount which Expandable has billed to the Client exclusive of VAT (with due regard to article 10.10; so never more than the amount set forth therein). If the Agreement consists of components or partial deliveries, the obligation to compensate damage is limited to a maximum of the invoice amount of the relevant component or that partial delivery.

10.3 Under no circumstance is Expandable liable for indirect damage (including, though not limited to, loss of profit, loss of goodwill, loss of business contacts, e.g. as a result of any delays, loss of data, missed savings, damage due to operational stagnation, damage under its supervision, which is intended to include, amongst other things, damage which is caused to goods on which Work is done or to goods which are in the vicinity of the place where Work is done, damage caused by intent or willful recklessness of helpers, etc.), whatever it is called and by whomever it is suffered.

10.4 Expandable is not liable for damage which could only have been avoided through the action or failure to act which would have been in conflict or irreconcilable with legislation and regulations applicable to Expandable, or otherwise with the (professional) rules of conduct applicable to the professionals involved in the implementation of the Agreement. Outside the cases mentioned in articles 10.1 and 10.2, Expandable is not liable for nor obligated to undo or to compensate any damage, regardless of the basis of the claim.

10.5 Expandable may set off the obligation to compensate damage against invoices not paid and their consequent interest and costs.

10.6 Expandable is entitled to outsource the performance of all or part of the Agreement to third parties and/or to have third parties perform all or part of the Agreement, without the Client's consent being required. Each Agreement or orders issued to Expandable implies the authority on the part of Expandable to engage third parties and to accept any limitations of liability of third parties on behalf of the Client. Expandable is not liable for the choice or any shortcomings of these third parties, except in case of intent or willful recklessness on the part of Expandable. To the extent permitted by law, the applicability of 6:76 of the Dutch Civil Code is excluded. Engagement by the Client of third parties in the performance of the Agreement requires the express prior written consent of Expandable. Upon the engagement of third parties by the Client Expandable must observe due diligence but it is not liable for errors and/or shortcomings of these third parties.

10.7 The liability limitations included in this article are effective both for Expandable (itself) and for its staff (both individually and jointly), as well as for all other parties associated with Expandable and their employees (whether or not deployed for the activities). Only Expandable is liable for damage in connection with the Agreement, Products, Quotations, Services and/or Work, also if activities were conducted by its staff (both individually and jointly) or other parties associated with Expandable and their employees (whether or not deployed for the activities).

10.8 Expandable has the right at all times to undo the damage incurred by the Client in a manner which is appropriate for and is in line with the substance of the Agreement and the nature of the activities. The Client must take damage-limiting measures. Others than the Client cannot derive any rights from the Agreement and its (non-)execution. The Client indemnifies Expandable unconditionally against any possible third-party claims. The Client indemnifies Expandable against all claims from third parties on account of product-liability as a result of a defect to a product which was delivered by the Client to a third party or given in use and which (partly) consisted of Products.

10.9 Expandable is never liable for advice, information or consultancy work relating to the Agreement, Products, Quotations, Services and/or Work, unless an explicit and separate Agreement was concluded with the Client under which the Client provides a quid pro quo for the advice, information or consultancy work provided by Expandable. Expandable is never liable for damage associated with or resulting from the drawings, calculations, designs, samples, models and the like made by or on behalf of the Client nor for damage associated with or resulting from the use, installation and/or removal, whether or not this occurs in and/or from the Products, of materials, products, components and the like prescribed by or on behalf of the Client. The Client is responsible for aforesaid goods and warrants the functional suitability thereof. The Client indemnifies Expandable against any third-party claim regarding the aforesaid. Should Expandable be liable on the basis of this article, this liability is limited to the invoice amount of the advice, information or consultancy work that is the subject of the liability (with due regard to article 10.10; so never more than the amount set forth therein).

10.10 If, despite what is stipulated in the preceding sections of this article, Expandable is held legally accountable for damage, that liability is limited in all cases, on whatever grounds (including the costs associated with an obligation to undo), to an amount of EUR 150,000,- per event, whereby a series of related events is considered as a single event.

10.11 Without prejudice to article 6:89 of the Dutch Civil Code, any claim of the Client against Expandable lapses if, after expiry of 1 year after the arising of the claim, the Client has not effectively instituted legal proceedings on the merits against Expandable.



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### ARTICLE 11 – FORCE MAJEURE

11.1 If Expandable cannot (reasonably be expected to) adequately perform its obligations under the Agreement, including the warranty obligation referred to in article 7 of these general conditions, as a direct or indirect consequence of force majeure or other circumstances such as fire, weather conditions, work strike, theft, delay in supply of goods, transport issues, natural disasters, measures imposed by the state, unexpected defects and/or disruptions at its company or at its suppliers, Expandable is not liable for any damage of the Client and fulfilment of the obligations of Expandable is suspended until the moment that Expandable can (be reasonably expected to) resume performance. Force majeure on the part of Expandable's suppliers is considered force majeure of Expandable.

11.2 If the aforesaid situation is permanent or has lasted for 2 months,

Expandable has the right to (partially) rescind the Agreement, without any obligation to compensate damages and without prejudice to the right of Expandable to payment by the Client for all that was performed or delivered before said situation occurred or was known by Expandable, whatever occurs last.

### ARTICLE 12 – PROTECTION PERSONAL DATA

12.1 If and to the extent this is necessary for the performance of the Agreement, the Client must inform Expandable in writing, upon first request, of the manner in which the Client fulfills its obligations under the legislation on the protection of personal data, including, if applicable, but not limited to, Regulation (EU) No 2016/679 (hereinafter: GDPR). The Client warrants vis-à-vis Expandable that it, as well as its employees and contractors, including all third parties involved by or on behalf of the Client in the Agreement shall fulfill the obligations arising from the GDPR.

12.2 The Client indemnifies Expandable against claims by third parties or data subjects within the meaning of the GDPR in the context of the processing of personal data by or for the benefit of the Client or for which the Client is otherwise responsible by law, unless the Client proves that the facts underlying the claim are directly and seriously attributable to Expandable and can be seriously imputed to it.

12.3 The responsibility for the (personal) data processed in the performance of the Agreement or using a Service or Product lies entirely with the Client. The Client warrants vis-à-vis Expandable that the content, use and/or processing of the data is not unlawful and does not infringe any right of a third party. The Client indemnifies Expandable against any legal action by a third party, for whatever reason, in connection with these data or the performance of the Agreement.

12.4 To the extent necessary, by using Services or Products, the Client gives explicit consent to Expandable for the processing and transfer, including cross-border, of personal data on behalf of the Client.

### ARTICLE 13 – APPLICABLE LAW AND COMPETENT COURT

13.1 The Agreement, the agreements resulting from it and everything related thereto is exclusively governed by Dutch law. Applicability of the 1980 Vienna Convention (The United Nations Convention on Contracts for the International Sale of Goods, CISG) is excluded.

13.2 All disputes that will arise in respect of the aforesaid, including situations that are considered a dispute by only one of the parties and disputes regarding the existence and validity of the Agreement, will be exclusively settled by the competent Dutch court in the district of the principal place of business of Expandable, without prejudice to the right of appeal and cassation and the right of Expandable to bring an action before the court in the district of the principal place of business of the Client or, in case of an action regarding a cross-border debt collection, before another competent Dutch court.

13.3 If the Client is domiciled, has an office and/or trades in a country that is not a member of the European Union and/or in the event of a situation that does not fall within the scope of Regulation (EU) No 1215/2012 or its equivalent, without prejudice to the previous paragraph of this article, Expandable is entitled to submit a dispute to the Netherlands Arbitration Institute in accordance with the Arbitration Regulations of that institute. The arbitral tribunal shall consist of one arbitrator that shall be appointed in accordance with the listing procedure. The place of arbitration is Eindhoven, the Netherlands and the proceedings will be conducted in English. If and as soon as Expandable has instituted proceedings with the Netherlands Arbitration Institute, this body has exclusive jurisdiction to settle the dispute in question and the Dutch court no longer has jurisdiction.

### ARTICLE 14 – OTHER PROVISIONS

14.1 Expandable has the right to modify these general conditions. The Client is deemed to have accepted the modifications if Expandable has not received a written objection from the Client within 14 days after the written notification thereof by Expandable.

14.2 A waiver of rights by Expandable can only take place by way of an explicit written notification to that effect. If Expandable does not exercise any of its rights pursuant to the Agreement or postpones its exercise, this cannot be considered as a waiver of that right nor of any other right pursuant to the Agreement.

14.3 The Client does not have the right to completely or partially transfer its rights from the Agreement, nor to encumber or otherwise alienate them. This clause is a clause as intended in article 3:83 section 2 of the Dutch Civil Code. This clause thus has both contractual effect and effect in the area of property rights. It is therefore not possible (at the level of property rights) to transfer, encumber, or otherwise alienate rights from the Agreement (whether or not partially).

14.4 Expandable has the right to transfer its rights and obligations resulting from the Agreement to a third party and/or to sell the Products to third parties. The Client grants its unconditional and irrevocable cooperation beforehand for the transfer of the Agreement. Expandable has the right to encumber or cede the Products and the rights resulting from the Agreement.

14.5 If and to the extent one or more of the provisions of the Agreement are or become not binding, for whatever reason, then the other provisions of the Agreement remain fully effective. In that case, parties will, upon first request of the other party, enter into consultations with the intention of reaching an agreement on a new provision which is in line with Parties' intentions at the time the Agreement was executed.

14.6 The Client undertakes towards Expandable to keep strictly confidential and to not use, multiply, or disclose, information regarding Expandable or relative to the Agreement, otherwise than strictly necessary for the implementation of the Agreement.

14.7 The Client does not have the right to suspension, retention, or set-offs. Expandable is authorized to suspend its obligations under an Agreement and/or the release of goods which it has under its control on account of the implementation of the Agreement, until it has received payment of all its claims towards the Client or until sufficient security has been lodged.



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