

DH MOBILITY B.V. GENERAL DELIVERY CONDITIONS.

The private limited company, DH Mobility, with its registered office in the Municipality of Zeist and with its principal place of business at Willem de Zwijgerlaan 4, 3708 BK, listed in the commercial register of the Chamber of Commerce under number 75239329, hereinafter also referred to as 'DHM'.

Artikel 1 - Definitions

In these General Delivery Conditions, the capitalized terms listed below have the following meaning:

General Terms and Conditions: these General Supply Conditions.

Estimate: The set of estimated income and projected expenditures, drawn up for specified future period.

Services: Assignments, Work and/or advice provided by or on behalf of DHM (whether or not under its management).

Continuing Performance Contract: Agreement in which the Parties undertake to render continuous, recurrent or successive performances at successive times.

Defect(s): Defects in an Item that were already present before delivery and as a result of which the Item does not or no longer meets the requirements of the Agreement.

Quotation: an offer made In Writing or otherwise.

Order Confirmation: DHM's Written confirmation of the Quotation.

Client: 'Client' refers to any party that commissions the provision of Services or advice, or the issuing of a Quotation.

Agreement or Assignment: 'Agreement' or 'Assignment' refers to the Agreement that DHM enters into with its Clients.

Parties: DHM and the Client who have entered into an Agreement or a Continuing Performance Contract.

In Writing/Written: 'In Writing/Written' also refers to communications by e-mail, fax or any other means of communication that, in view of the state of the art and generally accepted standards, can be regarded as equivalent of this.

Work: all Work that has been commissioned, or that is performed by DHM in any other way, and that is directly related to the Agreement or Quotation.

Item: any material object, whether movable or immovable, which is part of the Agreement.

Artikel 2 - Scope of application

- 2.1. These General Terms and Conditions apply to all Quotations, Order Confirmations, Agreements, Services, invoices, Work or other legal relationships to which DHM has declared these General Terms and Conditions applicable, insofar as the Parties have not expressly deviated from these General Terms and Conditions In Writing.
- 2.2. The Client's acceptance and retention, without comment, of an offer, Quotation, Order Confirmation or Agreement that refers to these General Terms and Conditions, will be deemed to constitute consent to the full application of these General Terms and Conditions.
- 2.3. The Client's general terms and conditions or other conditions are not applicable. DHM expressly rejects their applicability.
- 2.4. One or more of the provisions of these General Terms and Conditions may only be deviated from at the Client's request, without the other terms and conditions being affected or otherwise rendered ineffective, exclusively with regard to an individually defined Assignment and only if agreed In Writing in the Agreement.
- 2.5. If one or more provisions of these General Terms and Conditions should at any time be fully or partially void or annulled, the rest of the Agreement will remain in force. In consultation between DHM and the Client, the provision in question will be replaced immediately by a provision that corresponds as much as possible with the purport of the original provision.
- 2.6. Lack of clarity regarding the interpretation or content of one or more provisions of the General Terms and Conditions or circumstances not provided for in these General Terms and Conditions are to be interpreted 'in accordance with the spirit' of these General Terms and Conditions.
- 2.7. If there are any conflicts or differences in interpretation between translations of the text of the General Terms and Conditions, the text drawn up in the Dutch language will prevail.
- 2.8. If there is any conflict between the provisions set out in the General Terms and Conditions and the provisions set out in the Agreement or Continuing Performance Contract, the provisions in the Agreement or Continuing Performance Contract will prevail.
- 2.9. DHM is entitled to unilaterally amend or add to these General Terms and Conditions. These amendments also apply to the Agreements in force at the time of the amendments. The Client will be informed of amendments by e-mail and the amendments will come into force 30 (thirty) days after the announcement.

Artikel 3 - Quotation and Estimate

- 3.1. All DHM offers, including Quotations and Estimates, are subject to confirmation without obligation.
- 3.2. DHM is entitled to refuse an Assignment without giving reasons.
- 3.3. If the Client accepts an offer, DHM reserves the right to withdraw the offer within four working days of acceptance.

- 3.4. Any inaccuracies in DHM's Order Confirmation must be submitted to DHM In Writing within three (3) days of the date of confirmation, failing which the Order Confirmation will be deemed to accurately and completely reflect the Agreement and the Client will be bound by it.
- 3.5. Acceptance of the Quotation, oral undertakings, amendments and additions to existing Agreements and the contents of all price lists, brochures and other information provided together with the Quotation, will be deemed to be binding on DHM only after and to the extent that DHM has confirmed the relevant documents In Writing by DHM, or DHM has started the implementation.
- 3.6. The price calculation and conditions of the offer will be valid for fourteen (14) days after the offer date.
- 3.7. Any new price calculations and conditions for the offer submitted by DHM will supersede the previous ones.
- 3.8. A combined price calculation does not oblige DHM to fulfil a part of the offer quoted at a corresponding part of the quoted price.
- 3.9. The offers are based on the information known to DHM at the time of the offer, and on any information provided by the Client with the request.
- 3.10. If the person who signs the Quotation, Order Confirmation or Agreement acts on behalf of one or more other persons, he/she will be responsible and liable to DHM as if he/she were the Client himself or herself, without prejudice to the liability of these other persons.

Artikel 4 - Agreement

- 4.1. The Agreement between DHM and the Client is for an indefinite period, unless the nature of the Agreement dictates otherwise, or the Parties explicitly agree otherwise In Writing.
- 4.2. The term of the Assignment may be influenced by various factors other than effort, such as the quality of the information that DHM is given and the cooperation that is provided. It is therefore not possible for DHM to indicate in advance exactly how long the processing time for the performance of the Assignment will be.
- 4.3. If a period has been agreed or stated for the performance of certain Work or for the delivery of certain Services or Items, this is never intended to be a final deadline. If a period is exceeded, the Client must give DHM notice of default In Writing. In the process, DHM must be given a reasonable period in which to implement the Agreement. This reasonable period will be at least equal to the original delivery term. No rights to compensation may be derived from the delivery term being exceeded.
- 4.4. The delivery term commences once DHM has received the Quotation, Order Confirmation or Agreement signed by the Client, as well as any required deposit or advance payment.
- 4.5. Specifications of the Work and Items to be delivered are given in good faith.
- 4.6. DHM is entitled to suspend the implementation of the Agreement without judicial intervention if the Client fails to meet any obligation under the Agreement and the General Terms and Conditions that accompany the Agreement at all or on time. No rights to compensation may be derived from the suspension as referred to above.
- 4.7. Minor deviations from the Agreement on the part of DHM are permissible, if and to the extent that the Client did not submit a written statement of its essential requirements prior to concluding the Agreement, and to the extent that the deviations do not materially change the performance to be delivered by DHM.
- 4.8. Only if the Client demonstrates that the Agreement and/or the information provided by DHM deviate from the Agreement to such an extent that the Client cannot reasonably be required to meet its obligations will the Client be entitled to terminate the Agreement. However, under no circumstances will DHM be liable to pay any compensation.
- 4.9. If the Client wishes to terminate the Agreement without DHM being in breach and DHM agrees, the Agreement will be terminated by mutual agreement. DHM will in that case be entitled to compensation for all pecuniary loss, such as damages suffered, loss of profit and costs incurred.

Artikel 5 - Price

- 5.1. The price quoted by DHM for the Work to be performed by it will apply exclusively to the performance in accordance with the agreed specifications.
- 5.2. DHM is entitled to demand full or partial payment in advance.
- 5.3. All prices quoted are exclusive of any costs to be incurred in connection with the Agreement, including travel and accommodation expenses, transport costs, postage, travel time, turnover tax (VAT) and other levies imposed by the government, unless otherwise agreed. If no fixed fee has been agreed, the fee will be based on the hours actually spent.
- 5.4. If DHM has not charged VAT and it becomes apparent that it is obliged to do so, DHM is entitled to charge the Client for the VAT. The Client will pay the VAT owed to DHM immediately on receipt of a (corrected) invoice, and will furthermore indemnify DHM against any damages (including fines imposed) that DHM may suffer as a result.
- 5.5. If no price or only an estimate of the price is agreed between the Parties, or if the price is subject to change in accordance with these General Terms and Conditions, settlement will be based on DHM's subsequent calculation plus a reasonable profit mark-up.
- 5.6. The price quoted by DHM for the Work to be performed by it will apply exclusively to the performance in accordance with the agreed specifications. DHM is entitled to increase the agreed price if there is unforeseen additional Work after

the Agreement was concluded, an increase in the costs associated with the implementation of the Agreement or pursuant to laws or regulations or amendments to laws or regulations.

- 5.7. If after the offer and/or formation of an Agreement there are fluctuations in exchange rates that increase the agreed prices, DHM is entitled to charge the Client for this increase.

Artikel 6 - Changes, additional Work and changes to the price and rate

- 6.1. DHM will always consider a timely request from the Client for the approval of changes, additions and corrections to the Agreement. DHM is, however, under no obligation to agree to this and may require the Client to enter into a separate Agreement In Writing.
- 6.2. If DHM agrees to changes, additions and corrections to the Agreement, this may affect the agreed price and/or the agreed time of completion or delivery. Contract reductions may lead to a reduction of the agreed price, but DHM reserves the right to charge the Client for the costs incurred by DHM and its loss of profit.
- 6.3. If the implementation of the Agreement requires additional Work that was not foreseeable at the time the Agreement was concluded, or if this extra Work is the consequence of acts and/or non-disclosure of information or incorrect or unclear statements on the part of the Client, this extra Work will be charged according to DHM's usual rates. The extra Work referred to in this article expressly but not exclusively includes waiting times, extra travel time and other delays attributable to the Client.
- 6.4. If a fixed price has been agreed in the Agreement, and the Parties intend to enter into a separate Agreement with respect to additional Activities or performance, DHM will inform the Client in advance of the financial consequences of this additional Work or performance.
- 6.5. If the Client is unwilling to pay any additional costs as a result of the extra Work or performance, the required extra Work or performance will not be performed. However, the Client is and remains bound by the original Agreement.
- 6.6. DHM may change the prices and rates of the agreed Work annually, as of 1 January.
- 6.7. The Client must accept overruns of Quotations and Estimates up to 10% (excluding VAT) as a budgetary risk, and DHM is not obliged to inform the Client of these overruns in advance. Overruns resulting from the sales conditions of DHM's suppliers and third parties engaged by it are deemed to be known to the Client, and do not constitute an overrun of an Estimate, even if these costs are not included in a separate Estimate.
- 6.8. The Client will be notified if the prices and rates are exceeded or increase by more than 10%.

Artikel 7 - Performance of the Work

- 7.1. Unless results have been expressly agreed In Writing, DHM will perform the Services and Work to the best of its knowledge and ability, and in accordance with the requirements of good professional practice, which only implies a best-efforts obligation.
- 7.2. The Client is required to lend its full cooperation to DHM and to make available to DHM everything that it considers necessary and/or useful for the proper performance of the assigned Work and deliveries. This includes the following:
- a. that the Client's employees and the Client itself will be available during the agreed times;
 - b. that access will be granted to all documents and information that DHM considers relevant;
 - c. that all data and information that DHM considers necessary or useful will be provided in good time;
 - d. that office and other facilities, with the appropriate equipment, will be available on request.
- 7.3. If DHM is required to engage third parties for the matters listed in the previous paragraph, the Client will bear the associated costs, unless otherwise agreed In Writing.
- 7.4. The Client guarantees that the information it provides is accurate, reliable and complete, without DHM being required to independently verify it, and that it is authorized to give the information to DHM. The Client indemnifies DHM against third-party claims in this respect.
- 7.5. DHM is entitled to engage third parties for the performance of all its tasks arising from the Agreement, whereby the Client will be bound by the delivery conditions of these third parties alongside DHM's General Terms and Conditions.
- 7.6. To the extent that DHM engages third parties for the performance of an Assignment, this will be done as much as possible in consultation with the Client and with due care. DHM cannot be held liable for any errors, omissions or shortcomings on the part of these third parties. DHM is authorized to accept any limitations of liability of these third parties on behalf of the Client. DHM, as well as all persons engaged in the performance of any Assignment, including third parties, may rely on these General Terms and Conditions vis-à-vis the Client.
- 7.7. The Client is not permitted to transfer the rights and obligations connected with or arising from the Assignment placed with DHM to any third party without DHM's Written consent.
- 7.8. The Client indemnifies DHM against all third-party claims connected with or arising from the Assignment given to DHM.
- 7.9. If a third party causes damages to the Client, the Client's client, the Client's members of staff or other persons connected with the performance of the Assignment, through an act or omission, the third party itself will be liable to the Client, the Client's client, employee or other person.
- 7.10. DHM reserves the right to temporarily suspend or permanently cease the performance of the Assignment without notice of default or notification being required, if there are reasonable grounds to do so.

Artikel 8 - Delivery

- 8.1.** DHM is entitled to deliver the Items in parts.
- 8.2.** The Client is required to cooperate fully with the delivery of Items delivered by DHM under the Agreement. The Client will also be in default, without notice of default, if the Client does not collect the Items to be delivered immediately on DHM's request, or if the Client refuses to accept the Items to be delivered if delivery to the Client's address has been agreed.
- 8.3.** The Client must ensure that an authorized person is present to receive the Items at the agreed time of delivery. If no one is present at the time of delivery, DHM is entitled, but not obliged, to take back the Items. In that case, the Client will owe the costs of transport.
- 8.4.** DHM is entitled to require the person who collects or takes delivery of the Item to identify him- or herself and to refuse to deliver the Item if DHM cannot establish on the spot that the person is an authorized representative of the Client.
- 8.5.** The Client must carefully inspect the delivered Items immediately on receipt. Any complaints regarding the Items as well as damage during transport or otherwise must be noted on the consignment note or delivery note on delivery. Failing which, the consignment note or delivery note will constitute conclusive evidence against the Client of the fact that the correct quantity and Items in accordance with the order were received and that these Items were received without damage caused during transport.
- 8.6.** Any Defects concerning a part of the Items delivered will not entitle the Client to reject or refuse the entire batch of Items delivered.
- 8.7.** If the circumstances referred to in paragraphs 3 or 4 arise, the circumstance that the Client was unable to inspect the Item will be entirely at the Client's expense and risk, and the Item will be deemed to have been delivered and accepted in the condition that the Client may expect from a well-maintained Item of the kind to which the Agreement relates.

Artikel 9 - Early termination of the Agreement or Continuing Performance Contract

- 9.1.** An Agreement or Continuing Performance Contract concluded for a fixed term cannot be terminated early, unless both Parties have agreed otherwise In Writing.
- 9.2.** An Agreement or Continuing Performance Contract is always automatically renewed for the same period, or for at least 12 (twelve) months, after expiry of the period stated in the Agreement or Continuing Performance Contract, unless it is terminated by registered letter at the end of the contract period or renewed contract period and subject to a notice period of 1 (one) month.
- 9.3.** An Agreement or Continuing Performance Contract not concluded for a fixed term is deemed to be concluded for an indefinite period of time and can only be terminated by giving notice by registered letter with due observance of a notice period of 6 (six) months.
- 9.4.** If the Client resorts to terminating the Agreement early on the ground of breach of contract, DHM will be entitled to compensation for the loss incurred from lower capacity utilization. The average monthly fee until then will be used to calculate the loss. The Client is further obligated to indemnify DHM against third-party claims resulting from the cancellation or early termination of the Agreement or Continuing Performance Contract.
- 9.5.** If DHM terminates the Agreement or Continuing Performance Contract due to an attributable shortcoming in the implementation of the Agreement or Continuing Performance Contract on the part of the Client, the Client must pay the fee and the costs incurred with regard to the Work performed up until that time, in addition to compensation. Conduct of the Client on the basis of which the DHM can no longer reasonably be required to complete the Assignment will also be deemed to be an imputable failure in this context.
- 9.6.** If the Agreement or Continuing Performance Contract is terminated early, regardless of the reason, the Client will no longer be permitted to use the works made available to it and the Agreements and licence(s) in the context the Assignment will lapse.
- 9.7.** Without prejudice to the provisions of these General Terms and Conditions, DHM reserves all rights to claim full performance of the Agreement or Continuing Performance Contract and/or full compensation.

Artikel 10 - Force majeure

- 10.1.** For the purpose of these General Terms and Conditions, force majeure, in addition to what is understood in this respect by law and according to legal precedent, means all external causes, whether foreseen or not, over which DHM cannot exercise any control, but which prevent DHM from fulfilling its obligations. Force majeure in any event includes strikes, excessive staff absenteeism, temporary or permanent shortage of personnel, fire, operational and technical disruptions at the office or at the third parties engaged by DHM, the lack of sufficient information or the provision of incorrect information (at our discretion), or the lack of adequate cooperation on the part of the Client.
- 10.2.** Under no circumstances is the Client entitled to invoke force majeure if:
 - a. The Client or its clients are unable to pay their debts;
 - b. there are changes to laws and regulations, as well as government regulations and court rulings, insofar as they impede the Client or insofar as damages are sustained as a result of these changes.
- 10.3.** If DHM is unable to meet its obligations in full due to force majeure, either of the Parties will be entitled to terminate In Writing the part of the Agreement that is not feasible, after DHM gives notice In Writing of the force majeure and if the period exceeds 45 (forty-five) days.

- 10.4. The Client will not be entitled to any kind of compensation under these circumstances of force majeure.
- 10.5. In the event of force majeure, DHM reserves the right to the payment of Items already delivered, if applicable.
- 10.6. DHM will be entitled to invoice the Client for all amounts already due should force majeure arise.
- 10.7. If the Client terminates the Agreement due to force majeure, the Client will be obligated to pay DHM reasonable compensation in cash for the expenses DHM incurs, the damages suffered and its loss of profit.

Artikel 11 - Payment

- 11.1. Unless the Client and DHM agree otherwise In Writing, DHM's invoices must be settled within 14 (fourteen) days of the invoice date.
- 11.2. DHM may send its invoices by post or by email.
- 11.3. If the Client disagrees with the amount of the invoice, the Client must inform DHM In Writing within 10 (ten) days of the invoice date, failing which the Client will be deemed to have approved the invoice.
- 11.4. Objections to the amount invoiced do not suspend the payment obligation.
- 11.5. The Client is not entitled to invoke any set-off or suspension.
- 11.6. DHM is at all times entitled to set off any amount that it owes to the Client against any amount that the Client and/or any of its affiliates owe to DHM, regardless of whether the amount is due and payable.
- 11.7. DHM may require payment in instalments if it concerns long-term or large-scale Assignments.
- 11.8. DHM is entitled to suspend its obligation to deliver Items intended for the Client in its possession in connection with the performance of the Assignment until such time as the due and payable claims relating to the Assignment have been settled.
- 11.9. Immediately on DHM's request, the Client must provide security for the payments owed to DHM under the Agreement by establishing security interests on or tendering in payment for the payments for property belonging to the Client; this provision applies at all times and irrespective of the agreed payment conditions. The security offered will be such that the claim plus any related interest and costs are adequately covered and such that DHM will have no difficulty in recovering the claim. Any security that does not suffice at a later stage must be supplemented, immediately on DHM's request, so that it provides adequate security.
- 11.10. The Client will be in default by operation of law in the event of non-performance of the Agreement, if the Client goes bankrupt, is granted suspension of payments, if the Client is placed under forced administration or its company ceases operations or goes into liquidation and/or if any of the Client's Items and/or claims are attached.
- 11.11. In the cases as referred to in the previous paragraph, DHM is entitled, without notice of default or judicial intervention, to declare the Agreement, or the part of it not carried out, terminated or to suspend its performance, without prejudice to its right to compensation from the Client. Whatever the Client owes under the Agreement becomes immediately due and payable.

Artikel 12 - Collection of payments owed

- 12.1. If the Client has not paid within the period stipulated in these General Terms and Conditions, the Client will be in breach by operation of law, and DHM is entitled, without further notice of default being required, to charge statutory interest on the amount owed, plus 3 (three) per cent per month (whereby part of the month will count as the full month), from the date the payment is due up to the date that the payment is settled in full, all of which is without prejudice to DHM's other rights.
- 12.2. Any discounts granted or agreed on will lapse automatically if the Client is in default of payment.
- 12.3. If the Client is in default of full payment of an invoiced amount, the mere fact of not settling the payment in full will result, inter alia, in all other claims outstanding against the Client becoming immediately due and payable, without prejudice to DHM's other rights,
- 12.4. From the time the Client fails to fulfil its payment obligations under the Agreement, either entirely or in full, or is otherwise in default, the Client will no longer be permitted to use the Items provided, and any user or other licences granted to the Client in the context of the Assignment will lapse, unless the Client's breach is minor given the scope of the Assignment as a whole.
- 12.5. Without prejudice to the provisions of this article, DHM is entitled, without any notice of default or judicial intervention being required, to suspend the implementation of the Agreement and/or to declare the Agreement terminated entirely or in part, and to demand payment of an immediately payable penalty of 10 (ten) per cent of the total consideration owed by the Client.
- 12.6. The Client will bear all judicial and extrajudicial collection and other costs that DHM has to incur as a consequence of the Client's non-performance of its payment obligation. These costs will amount to at least 15 (fifteen) per cent of the sum due, with a minimum of €150.
- 12.7. All costs reasonably incurred due to the judicial or extrajudicial collection of the claim are for the Client's account.
- 12.8. The Client's payments will always be applied first to settle all interest and costs owed, and secondly to the due and payable invoices that have been outstanding the longest at DHM.
- 12.9. If a partial payment is made, the collection will continue until the principal sum plus costs and any interest have been paid.

- 12.10. If the Assignment has been given to more than one Client jointly, all Clients are jointly and severally liable for payment of the invoice amount for the Work.

Artikel 13 - Right of retention

- 13.1. Client and the DHM expressly agree that DHM is entitled to suspend the delivery of all Items belonging to Client, which DHM has in its custody, until Client has fulfilled its obligation to pay outstanding invoices, including interest and costs due in this respect, as well as its obligation to pay damages suffered by DHM in the context of the legal relationship in question, or has provided security considered adequate in the banking sector, such as an irrevocable bank guarantee.
- 13.2. Client bears the risk for the Items covered by this right of retention.
- 13.3. Client is not entitled to any right of retention with respect to DHM.

Artikel 14 - Guarantee

- 14.1. The Items, or parts thereof, delivered by DHM are not covered by any guarantee other than the guarantee that DHM has required from the suppliers concerned.
- 14.2. Returns honoured by DHM will only be accepted with a return number to be provided by DHM, and only if they are delivered, carriage paid in the original packaging and in the condition in which they were delivered to Client, to the address provided by DHM.
- 14.3. All claims under the guarantee lapse if changes are made to the goods without DHM's Written permission, and if, in DHM's opinion, the changes may affect the normal operation and reliability of the Items. The same applies if parts other than those delivered by DHM are installed or repairs to the Items are carried out without DHM's permission during the term of the guarantee.
- 14.4. The guarantee referred to in this article does not apply to normal wear and tear and accident damage, nor does it apply if Client or third parties alter the material or structure, if it concerns negligence or incompetent handling, or if the reason for the Defect cannot be clearly ascertained.
- 14.5. Non-compliance with the Agreements concerning payment, and furthermore any non-compliance with obligations on Client's part, release DHM from its obligations as referred to in this article. Fulfilment of DHM's guarantee obligations will constitute sole and full compensation.

Artikel 15 - Complaints and right to claim

- 15.1. Client must inform DHM of any Defects in the delivery of Items or complaints about DHM's Work as soon as it discovers the Defects. Furthermore, Client must also notify DHM In Writing within 2 (two) days of discovering the Defect, of the Defect and/or the complaint, giving a precise description of the nature and reason for the Defect and/or the complaint, as well as when and how it was discovered.
- 15.2. Client will reimburse DHM for all costs incurred by DHM in connection with an unfounded complaint.
- 15.3. If claims are lodged in good time, and if DHM is of the opinion that the claims are well founded, DHM will remedy the shortcomings or Defects within a reasonable period of time. Client will, however, remain fully obligated to pay for the Work carried out and the Items purchased. Claims do not suspend Client's payment obligations.
- 15.4. If the performance of the agreed Work is no longer possible or worthwhile, DHM will only be liable within the limitations set out in Article 19.
- 15.5. Any right to claim against DHM lapses if:
- DHM is not informed of the damage and/or the Defects within the required period and/or in the manner indicated;
 - Client fails to cooperate, or fails to cooperate sufficiently, with DHM regarding an investigation into the merits of the complaints;
 - DHM was not offered the opportunity to get a second opinion or a conflicting opinion.

Artikel 16 - Ownership and retention of title

- 16.1. The ownership as well as the intellectual property concerning all Items delivered, still to be delivered and/or Services delivered are and will at all times remain vested in DHM unless otherwise agreed In Writing. Unless agreed otherwise In Writing, the ownership of the delivered Items and/or Services will not be transferred until the claims due to DHM, including damages and penalties, as well as claims for non-fulfilment of one or more Agreements, have been settled in full. The risk of the Items and/or Services delivered will commence on collection or delivery.
- 16.2. If third parties attach the Items supplied subject to retention of title or wish to establish or enforce rights to them, Client must immediately inform DHM of this fact In Writing.
- 16.3. If the Item or part of it is attached, Client is granted suspension of payments, provisionally or otherwise, or Client goes bankrupt, Client will immediately inform the bailiff levying the attachment, the administrator or the receiver of DHM's ownership and other rights.
- 16.4. If DHM wishes to exercise its proprietary rights referred to in this article, Client gives its unconditional and irrevocable consent in advance to DHM, and to third parties designated by DHM, to enter all those places where DHM's property is located, and repossess it or have it repossessed, at Client's expense.

- 16.5. If Client has complied with its obligations after DHM has delivered the Items to it under the Agreement, the retention of title in respect of these Items will revive if Client does not comply with its obligations under any other Agreement.

Artikel 17 - Intellectual property

- 17.1. Unless otherwise agreed, all intellectual property rights, including personality rights, patent and copyright rights, arising from the Assignment will accrue to DHM or its licensors. To the extent that this kind of right can only be obtained by means of filing or registering it, DHM is exclusively authorized to do so.
- 17.2. Client will not use, entirely or in part, any proposals, Service or Items presented by DHM to Client in any manner other than as agreed, without DHM's Written permission.
- 17.3. Client is never entitled – without DHM's Written permission – to edit, modify or otherwise infringe on DHM's intellectual property rights and may only use, offer, sell and deliver the Items under the brand and logo that DHM or its supplier has designated to the Items.
- 17.4. Unless otherwise agreed In Writing, DHM grants Client a non-exclusive, non-transferable, terminable licence for Client's sole use with respect to anything DHM delivers in the implementation of the Agreement. DHM is entitled to terminate the licence immediately in the event of any breach on the part of the Client. In addition, if this provision is violated, the Client will owe an immediately payable penalty of €10,000 and a penalty of €1,000 for each day that the violation continues, without prejudice to DHM's right to claim full compensation plus costs and interest in lieu thereof if the actual damages suffered exceed the stipulated penalty.
- 17.5. All intellectual property rights that can or will be exercised for the performance of the Assignment and the advice – regardless of where or when they are exercised – are vested in DHM. Pursuant to these General Terms and Conditions, these rights transfer to DHM when they arise; DHM hereby accepts the transfer of these rights.
- 17.6. To the extent that the transfer of the rights referred to in the previous paragraph of this article requires a further deed, the Client hereby irrevocably authorizes DHM to draw up this deed and sign it on behalf of the Client, without prejudice to the Client's obligation to cooperate in the transfer of these rights on DHM's request, and without being able to set any conditions for this. The Client also irrevocably authorizes DHM to register the assignment of these intellectual property and other rights in the relevant registers. In addition, if this provision is violated, the Client will owe an immediately payable penalty of €1,000 and a penalty of €1,000 for each day that the violation continues, without prejudice to DHM's right to claim full compensation, plus costs and interest in lieu thereof, if the actual damages suffered exceed the stipulated penalty.
- 17.7. The Client hereby waives vis-à-vis DHM any and all so-called personality rights that the Client may be entitled to under the Dutch Copyright Act [*Auteurswet*] to the extent that the applicable regulations permit this waiver. The Client, being authorized to do so also on behalf of the Client's staff who are involved, waives vis-à-vis DHM any personality rights that may be vested in the staff, to the extent that the applicable regulations permit this waiver.

Artikel 18 - Confidentiality

- 18.1. The Parties undertake to keep secret all confidential information they receive about the business of the other Party. The Client is aware that the software, equipment and other materials made available may contain confidential information and company secrets belonging to DHM, third parties engaged by it or its licensors. The Client undertakes to keep such software, equipment and materials secret, not to disclose them to third parties or give them for use and to use them only for the purpose for which they were made available to it. The Parties will also impose this obligation on their employees as well as on third parties engaged by them for the implementation of the Agreement between the Parties.
- 18.2. Information will be considered confidential unless it is designated as not being confidential by one of the Parties and/or was already publicly available in any way before one of the Parties disclosed it.
- 18.3. The Client will indemnify DHM against all damages and/or costs that may arise from a breach of the obligations as laid down in this article.
- 18.4. If the Client violates its obligations under this confidentiality clause, it will owe DHM an immediately payable penalty, without requiring any notice of default and for each violation, of €10,000 and a penalty of €1,000 for each day that the violation continues, without prejudice to DHM's right to claim full compensation, plus costs and interest in lieu thereof, if the actual damages suffered exceed the stipulated penalty.

Artikel 19 - Liability

- 19.1. DHM will only be liable for non-performance, incorrect or partly incorrect performance of the Assignment if and to the extent that this is the direct consequence of intent or deliberate recklessness on the part of DHM.
- 19.2. If DHM is liable, it will be liable for direct damages only. DHM expressly disclaims liability for consequential loss, indirect loss, loss of profit or turnover, loss due to business interruption, fines and fees payable to third parties, loss of goodwill or loss caused by auxiliary persons and/or third parties that DHM has engaged in the implementation of the Agreement, or for the improper functioning of equipment, software, data files, registers or other items used by DHM in the performance of the Assignment, without exception.
- 19.3. DHM cannot be held liable for the acts of its employees or other persons under its responsibility.

- 19.4. If at any time DHM is liable for damages suffered by the Client due to an attributable failure on DHM's part to fulfil its obligations, this liability will in all cases be limited to the amount paid out under DHM's corporate liability insurance policy for the case in question.
- 19.5. If the insurer does not pay DHM, DHM's liability will be limited to a maximum of once the amount invoiced for the Work from which the damages arose, capped at €50,000 for that part of the order to which the liability relates, and with the exception of the costs incurred by third parties for that specific part of the Agreement to which the liability relates. Assignments with a duration exceeding three months are subject to a further limitation of the liability referred to in this paragraph, specifically to a maximum of the amount invoiced for the last three months excluding VAT.
- 19.6. Damages for which DHM is liable under the previous paragraph will only be eligible for reimbursement if the Client has tried to limit the damages as much as possible and has notified DHM In Writing within 7 (seven) days after the damages arose, unless the Client is able to demonstrate that it could not reasonably have reported the damages before that.
- 19.7. DHM cannot be held liable for damages, regardless of their nature, arising because DHM's assumptions were made based on incorrect and/or incomplete data or information provided by or on behalf of the Client.
- 19.8. DHM cannot be held liable for infringements of patents, licences and/or other third-party rights through using information provided by or on behalf of the Client.
- 19.9. DHM cannot be held liable for any advice or recommendations it gives to the Client. The advice, recommendations and information provided by DHM are without any obligation and are given without any guarantee.
- 19.10. DHM cannot be held liable for claims arising under the Dutch Wages and Salaries Tax and National Insurance Contributions (Liability of Subcontractors) Act [*Wet Ketenaansprakelijkheid*].
- 19.11. If DHM resorts to exercising a right of suspension or termination on the basis of facts and/or circumstances known to it at that time, and it is subsequently irrevocably established that the exercising of this right was unjustified, DHM cannot be held liable and will not be required to pay any compensation whatsoever.
- 19.12. DHM can never be held liable in the event of force majeure as set out in Article 10 of these General Terms and Conditions.
- 19.13. All claims for compensation against DHM, apart from those that DHM has acknowledged, will lapse on expiry of twelve (12) months after the claim arises.
- 19.14. Any limited liability arrangement set out in the Agreement or these General Terms and Conditions will not apply:
- a. if it concerns intent or deliberate recklessness on the part of the Client or of the managerial or other staff engaged by it; or
 - b. if it concerns a violation of intellectual property rights as referred to in Article 17 of this Agreement.

Artikel 20 - Insurance and surety

- 20.1. The Client declares that it has taken out insurance, which can be requested if necessary, for Items for which the full ownership has not yet been transferred to the Client, to cover any damage caused by fire, theft, other external contingencies and third-party claims. The costs associated with this are for the Client's account. The Client is required to assign its rights under this insurance policy to DHM.
- 20.2. DHM reserves the right to require an (additional) security deposit in advance.
- 20.3. All costs incurred by DHM in connection with damage caused by the Client to Items for which full ownership has not yet transferred to the Client will be borne by the Client and will be paid immediately on DHM's request.

Artikel 21 - Name attribution and social media code

- 21.1. DHM is entitled to state or remove its name, or have it stated or removed, on or with the Items or Services. The Client is not permitted to publish or reproduce DHM's name or Work in any form whatsoever without prior Written permission.
- 21.2. If DHM so requires, the Client will mark the Work to be published and/or reproduced with the copyright symbol bearing DHM's name and the year of first publication.
- 21.3. DHM is entitled to list the names of its clients on its website, unless this is deviated from In Writing or the Client objects in principle.
- 21.4. If the Client makes a statement about DHM in or on a publication, website, social media or other media, the Client must comply with the following DHM guidelines:
- a. Transparency: the Client must clearly state in the statement whether it is publishing in a personal or professional capacity.
 - b. Respect: If the Client publishes on behalf of or about DHM, it must obtain DHM's prior Written permission.
 - c. Responsible: the Client must ensure that the information carrier is used responsibly, and will, for instance, not use any tracking software, adware, malware or spyware.
 - d. Professional: the Client must act on the basis of being aware that its role as the Client is retained.
 - e. Certainty: in case of doubt, the Client should consult DHM.
 - f. Awareness: the Client should be aware that a large audience will be able to view statements indefinitely.

Artikel 22 - Privacy and protection of personal data

- 22.1. By entering into an Agreement, the Client authorizes DHM to process its personal data for the purposes of implementing the Agreement and for DHM's administrative and management tasks. Only DHM can access this personal data and in principle it is not given to third parties, unless it is necessary for the implementation of the Agreement or unless DHM is obligated or entitled to do so by law or based on a court decision.
- 22.2. DHM takes adequate technical and organizational security measures to protect personal data against loss or any form of unlawful processing. Taking the state of the art and the costs of execution into account, these measures ensure an appropriate level of security in view of the risks involved in the processing and the nature of the data to be protected.
- 22.3. If DHM processes personal data on the Client's behalf, DHM does so as processor of personal data within the meaning of the General Data Protection Regulation (GDPR). For this data processing, the Client will comply with all obligations incumbent on it as data controller within the meaning GDPR and will indemnify DHM against any actions based on non-compliance with these obligations.
- 22.4. DHM provides additional information regarding the processing of personal data in its privacy statement, the most recent version of which is always on its website.

Artikel 23 - Taking cognisance of the General Terms and Conditions

- 23.1. These General Terms and Conditions came into effect on seventeen June two thousand and twenty-one (17/06/2021) and are available for inspection at DHM's offices.
- 23.2. These General Terms and Conditions will be sent along with the Quotation to and/or made available to the Client, or – if this is not reasonably possible – sent to the Client free of charge immediately on request.
- 23.3. These General Terms and Conditions can also be consulted via the DHM website: www.dhmobility.com

Artikel 24 - Applicable law

- 24.1. The legal relationship between DHM and the Client is governed by the laws of the Netherlands.
- 24.2. If there is a dispute, this dispute will be submitted to the competent court in the court district of Central Netherlands, Utrecht region, hearing location Zeist, unless mandatory jurisdiction rules preclude this.
- 24.3. The Parties may agree to another kind of dispute resolution, such as arbitration or mediation. This will never limit the Client's right to request a court ruling.