

GENERAL CONDITIONS OF DELIVERY NANOPHYSICS B.V.

These General Delivery Conditions apply to and are an integral part of all research to be carried out by NanoPhysics B.V., located in Enschede, the Netherlands, hereinafter to be called "NanoPhysics", and the provision of services and consultations by NanoPhysics. The applicability of the General Conditions of the Client will not be accepted by NanoPhysics and are hereby expressly rejected.

Article 1 - Agreement

1.1 These General Conditions apply to all offers, provision of professional services and agreements (hereinafter: 'the Agreement') between NanoPhysics and a third party (hereinafter: Client) with regard to the carrying out of research and/or the provision of consultations, and the performance of works, by NanoPhysics for the Client (hereinafter: the Works).

1.2 Any offers by NanoPhysics are without obligation. An Agreement is only binding for NanoPhysics after a written purchase order by the Client.

Article 2- General Conditions

It is explicitly agreed, that these General Conditions between NanoPhysics and the Client exclude the applicability of any terms and conditions, of any kind, of the Client, even if precedence is claimed in those terms and conditions.

Article 3- Samples

3.1 The Client bears the responsibility for the selection, representativeness, coding, brand and product names, and the provision to NanoPhysics of any samples, materials, raw materials, products, semi-finished products, and end products to be researched. The Client is obliged to notify NanoPhysics of any hazardous properties of any samples, materials, raw materials, products, semi-finished products, and end products in a clear manner in writing and to mark the samples, materials, raw materials, products, semi-finished products, and end products as hazardous.

3.2 Unless agreed otherwise, the Client will collect any samples, materials, raw materials, products, semi-finished products, and end products that have been provided to NanoPhysics in relation to the execution of the Agreement, or, if such is the case, the remains of such samples, materials, raw materials, products, semi-finished products, and end products, immediately after performance of the Works. If the Client does not collect the (remains of) any samples, materials, raw materials, products, semi-finished products, and end products, or does not do so in time, NanoPhysics has the right to store, destroy, or otherwise relieve itself of these at the expense and risk of the Client. Transport and storage of the samples, materials, raw materials, products, semi-finished products, and end products and remains thereof will take place at the expense and risk of the Client.

Article 4 – Use of the Research Results

The Client is not permitted to use any reports published by NanoPhysics with regard to the Works for publication (in full or in part), to provide to third parties for viewing, or in claims by or against the Client without prior permission. The Client is also not permitted to use the name of NanoPhysics in relation to the Works. If NanoPhysics provides this permission, it comes with the condition, unless agreed otherwise in writing, that the Client may not use the results of the Works in such a way that it in any way detracts from or contradicts the correctness of those results.

Article 5 – Price and Payment

5.1 The amount payable by the Client for the Works will be determined in the offer provided by NanoPhysics. If, however, an amount is stated in the order confirmation that deviates from the amount in the offer, the amount in the order confirmation will apply. The invoice will be specified at the request of the Client. If no

fixed price was agreed, then it is agreed between NanoPhysics and the Client that the amount payable will be determined on the basis of costing. Unless stated otherwise in the offer (or order confirmation), the amount payable is excluding all costs, taxes (such as VAT), variable costs (such as, for example, classification, photos, drawings and legalisations), levies, costs in relation to the Works regarding the answering of legal complaints and actions by third parties (including oppositions and lawsuits) and all external costs, which are at the expense of the Client. The Client will make payments within 30 days of the date of the invoice.

5.2 If parties agree that more Work will be carried out than determined in the Agreement, this extra work will be carried out under the same Conditions as originally agreed, unless parties have agreed otherwise explicitly and in writing.

5.3 NanoPhysics will hold the property rights on all goods that NanoPhysics provides to the Client in relation to the assignment, such until the moment at which the amount(s) owed to NanoPhysics by the Client are paid in full.

Article 6- Outsourcing

For the recruitment of third parties for the execution of the assignment no consent of the Client is required. Unless agreed otherwise with Client by writing. The Liability arrangement in Article 7 is applicable to Works carried out by third parties and also applies mutatis mutandis with respect to these third parties.

Article 7- Liability and Guarantee

7.1 NanoPhysics will carry out the Works to the best of its ability, however, without guaranteeing that any results desired by the Client will be achieved.

7.1a The Client is obliged to provide all relevant information that can be of use to the execution of the assignment and is known to them to NanoPhysics. The following are considered relevant information: previous similar cases, important events, previously submitted applications and publications, which apply to the same area. The Client will protect NanoPhysics from any liability against third parties for damage that is the result of the provision of incorrect information to NanoPhysics. When NanoPhysics provides documents to the Client for approval and comments, it is the task of the Client to check the document for inaccuracies and mistakes, also with respect to the technicalities.

7.1b NanoPhysics will notify the Client of any changes to the status of the intellectual property rights. The Client will provide the necessary information to NanoPhysics in time, to enable NanoPhysics to respond to 'official actions'. If the required information is not provided in full, or is not provided in time, NanoPhysics will not be liable for the consequences thereof.

7.2 NanoPhysics is only liable for imputable damage suffered by the Client as a result of non- (timely) compliance by NanoPhysics or by employees or third parties hired by NanoPhysics. The maximum amount for which NanoPhysics will be liable is the amount payable by the Client to NanoPhysics in accordance with the Works carried out under the Agreement. These limitations of liability do not apply in cases of intent or gross negligence. If the execution of the Agreement takes longer than one year, NanoPhysics's liability will be limited to the (average) amount that the Client owed NanoPhysics in the previous year (years). Under no circumstances will NanoPhysics be liable for indirect or consequential damage.

7.3 The Client will indemnify NanoPhysics and any persons hired by NanoPhysics for the execution of the Agreement against all third party claims in respect of damage suffered by these third parties, in relation to the application or use of results of the Works by the Client or by any other party who has received these results either directly or indirectly from the Client.

7.4 NanoPhysics is not liable for damage that is a result of the fact that the results of the Works are not suitable for carrying out legal procedures or if an infringement of the rights of third parties occurs through the application of the results of the Works.

7.5 Claims from the Client against NanoPhysics, which arise from or are otherwise related to the Agreement or the (carrying out of) Works by NanoPhysics, or by persons or third parties hired by NanoPhysics for the carrying out of Works, will be entirely void if such claims have not been notified to NanoPhysics explicitly and in writing within one year of the date of the final invoice.

Article 8 - Premature Termination

If the Client does not comply, or does not comply in time or correctly with any or all essential obligations arising from the Agreement, and also in case of (filing for) bankruptcy, liquidation or dissolution of the company, or requests or the provision of a moratorium on payments, NanoPhysics has the right to prematurely terminate or suspend the Agreement in full or in part, by a recorded letter, without the need for a notice of default or mitigation and without the liability to pay damages, without prejudice to any other rights of NanoPhysics. As soon as one of the above conditions applies, all claims that NanoPhysics has on the Client become payable on demand.

Article 9- Confidentiality

9.1 NanoPhysics obliges itself to keep any results confidential, insofar as the results of the Works are related to the company or the business practice of the Client, and not to bring these to the attention of third parties other than in case of legal obligation or a court order. NanoPhysics will also keep other results of the Works confidential for a period of two years from the date of the final invoice.

9.2 The Client guarantees confidentiality of all information that comes to be known to them, which relates to the company or the business practice of NanoPhysics.

Article 10 – Health and Safety

10.1 If employees of NanoPhysics or third parties hired by NanoPhysics carry out the Works in part or entirely on locations assigned by the Client, the Client will ensure that the health and safety regulations applicable to that location are communicated to the relevant NanoPhysics employees or third parties in a clear and timely manner. Employees of NanoPhysics and third parties hired by NanoPhysics are obliged to comply with these regulations.

10.2 If the regulations with regard to personal health and safety applied by NanoPhysics go further than the regulations applied by the Client, or if the employees of NanoPhysics or third parties hired by NanoPhysics are of the opinion that additional safety norms should be taken into account, they are authorised to comply with the NanoPhysics regulations or the additional regulations. If the situation is such in the opinion of the NanoPhysics employee or third party that the Works cannot be carried out in a safe manner and the Client is unable or unwilling to apply sufficient measures, NanoPhysics has the right to suspend or terminate the Agreement in full or in part, without the Client having any right to damages.

Article 11 – Hiring Personnel

The Client will not hire any employees of NanoPhysics that were involved in Works carried out under the Agreement for a period of at least two years after completion of the Works, without written permission from NanoPhysics.

Article 12- Force Majeure

NanoPhysics cannot be held liable for permanent or temporary default, if such default is a result of force majeure, which includes situations like war, unrest, sabotage, labour unrest, strikes, fire, earthquakes, employee illness, accidents, compliance with Government requests or orders. If one of the abovementioned causes applies, as a result of which NanoPhysics is not able to fulfil its obligations for an uninterrupted period of at least (3) months, the Client has the right to terminate the Agreement with immediate effect, without the right of the Client to damages. NanoPhysics has the right to claim payment from the Client for the Works carried out before the force majeure came into effect.

Article 13 – Settlement

NanoPhysics, including all companies related to NanoPhysics through a concern, has the right to settle all amounts payable to it by the Client, including all companies related to the Client through a concern, with the amounts payable to the Client by NanoPhysics.

Article 14 – Divisibility

These General Conditions are considered divisible and if any provision in these general delivery conditions, for whatsoever reason, is or becomes invalid or inapplicable, the remaining provisions will remain in force. The invalid part of these Conditions will be considered replaced by stipulations that have the same effect, as far as is possible and allowed, as the invalid part.

Article 15 – Applicable Law / Competent Court

15.1 This Agreement is governed explicitly by Dutch Law.

15.2 Parties will refer any disputes in relation to this Agreement explicitly to the competent judge in the Almelo County Court, without prejudice to the right to appeal the decision of this court.

Article 16 - Authentic Version

Only the Dutch version called “Algemene Leveringsvoorwaarden NanoPhysics B.V.” of these Conditions is authentic.