

## **General terms and conditions MOORSIDE B.V. The Netherlands (VS20200502)**

### **1. Contract, quotation and confirmation**

**1.1** These general terms and conditions (hereinafter: General Terms and Conditions) are applicable to every offer and quotation, and to the establishment, content and execution of all contracts entered into between the Client and the contractor, MOORSIDE B.V. (hereinafter: MOORSIDE). These General Terms and Conditions are likewise applicable to contracts with MOORSIDE, where MOORSIDE engages third parties for the execution of the contract. These General Terms and Conditions have also been written for the employees and directors of MOORSIDE. The applicability of any purchasing or other conditions of the Client are expressly rejected and excluded.

**1.2** All offers and quotations are without obligation, unless a deadline for acceptance is stipulated in the offer or quotation. An offer or quotation shall expire if the product to which the quote or offer relates is no longer available. Prices quoted may be subject to change owing to unforeseen changes in the work. Prices quoted are exclusive of VAT and/ or other government-imposed levies, any costs incurred within the framework of the contract, including travel, accommodation, shipping and administration costs, unless otherwise agreed in writing. The rates and offers quoted will not automatically apply to future commissions. The Client is responsible for the accurateness and completeness of the information, supplied by or on behalf of the Client, on which MOORSIDE bases the quotation.

**1.3** A compound quotation does not oblige MOORSIDE to deliver part of the commissioned work against a corresponding part of the price quoted for the entire work.

**1.4** Assignments shall be confirmed in writing by the Client. If the Client fails to do so, but nevertheless agrees to MOORSIDE commencing the work on the assignment, then the content of the quotation and these General Terms and Conditions shall apply. Any subsequent verbal agreements and stipulations shall not be binding on MOORSIDE until after they have been confirmed in writing by MOORSIDE.

**1.5** MOORSIDE cannot be held to its quotations or offers when the Client can reasonably be expected to have noticed that the quotation or offer, or any part thereof, contains a manifest mistake or error.

**1.6** If acceptance (whether or not on minor points) departs from the proposition in the quotation or offer, then MOORSIDE cannot be held to it. In that case, no contract will be established on the basis of this divergent acceptance, unless MOORSIDE indicates otherwise.

**1.7** Unless the nature of the contract dictates otherwise or the parties have agreed otherwise in writing, the contract between MOORSIDE and the Client shall be entered into for an indefinite period.

**1.8** Departures from these General Terms and Conditions can only be agreed in writing between the Client and MOORSIDE, and shall only become binding after written confirmation by MOORSIDE.

## **2. Execution of the contract**

**2.1** MOORSIDE shall make every effort to execute the contract conscientiously and independently, to safeguard the Client's interests to the best of his ability and to achieve a result that is useful to the client, as can or may be expected of a reasonable and professional contractor. Insofar as is necessary, MOORSIDE will keep the Client informed about the progress of the work.

**2.2** The Client shall do everything reasonably necessary or desirable to enable timely and correct delivery by MOORSIDE, such as the timely supply of complete, sound and clear information or materials, whereby MOORSIDE indicates or the Client understands or can reasonably be expected to understand, that this information/ these materials are necessary for the execution of the contract. The execution period shall not commence until the Client has fully and correctly provided MOORSIDE with the necessary information or materials.

**2.3** Any deadline for completion of the commissioned work or for the delivery of certain elements, agreed between the parties, is indicative and is never an absolute deadline, unless the parties have agreed otherwise in writing. In the event of late delivery, the Client must issue MOORSIDE with written notice of default and grant MOORSIDE a reasonable period in which to fulfil its contractual obligations.

**2.4** Unless agreed otherwise in writing, the following are not included MOORSIDE's assignment:

- 2.4.1.** the performance of tests, the request for permits, inspections/ verifications and the evaluation of whether
- 2.4.2.** the Client's instructions comply with statutory or quality standards;
- 2.4.3.** the conducting of research into the existence of (intellectual property) rights, including but not limited to, patent rights, brand rights, model rights, copyrights or portrait rights of third parties;
- 2.4.4.** the conducting of research into the possibility of potential forms of protection for the Client, as referred to in paragraph b.

**2.5** Prior to implementation, production, reproduction or publication, each party must give the other the opportunity to check the final draft, model, prototype or galley proofs of the result and to commit to it in an acceptance report and/ or final sample.

**2.6** Variations in the (end)result relative to that which was agreed shall not constitute grounds for rejection, discount, compensation or dissolution of the contract, when these variations, taking into account all circumstances, are in all reasonableness of minor significance, and do not prevent the result from being put into service, in which case the Client shall be obliged to approve the result and to confirm this in writing in the acceptance report.

**2.7** The Client is obliged to check (have checked) the delivered products as soon as the products/ items are made available to the Client or the relevant work has been conducted. With this, the Client must check whether the quality and/ or quantity of the products/ items/ work delivered corresponds with that which has been agreed and whether it meets the criteria that the parties have agreed in this regard. Any visible defects must be reported to MOORSIDE in writing within seven days of delivery, and any non-visible defects should be reported to MOORSIDE in writing immediately, or in any case no later than 14 days after discovery of the defect, failing which the Client shall be deemed to have fully accepted and approved the result of the delivered products/ services and the Client shall no longer be entitled to any repairs, replacement or compensation.

The aforementioned notification should contain the most detailed possible description of the defect, to enable MOORSIDE to give an adequate response.

**2.8** The Client must allow MOORSIDE the opportunity to investigate (or have investigated) any complaint, as referred to in article 2.7. If it is established that a complaint is unfounded, any associated costs, including but not limited to the investigation costs incurred by MOORSIDE, shall be entirely for the Client's account.

**2.9** Even if the Client has complained in a timely manner, its payment obligation shall remain. In that case, the Client remains obliged to take delivery of and pay for the remaining products/ items/ services ordered and/ or delivered.

**2.10** Without prejudice to the provisions of articles 9.4 and 10.5 of these General Terms and Conditions, if it is established that a product/ item/ service is defective and a timely complaint has been made, MOORSIDE shall, within a reasonable time after return shipment thereof or, if return shipment is not (reasonably) possible, written notification pertaining to the defect from the Client, at MOORSIDE's discretion, replace the defective item or have it repaired, or pay a replacement fee to the Client. In the case of replacement, the Client shall be obliged to return the replaced item to MOORSIDE and to transfer to MOORSIDE the ownership thereof, unless MOORSIDE indicates otherwise. Without its written permission, MOORSIDE is not obliged to accept return shipments from clients. Receipt of the return shipments shall in no way imply that MOORSIDE acknowledges the reason given by the Client for the return shipments.

**2.11** Unless the nature of the contract dictates otherwise or the parties have agreed otherwise in writing, delivery shall take place Ex Works. The Client is obliged to take delivery of the items at the moment that they made available to the Client. If the Client refuses to take delivery of the items, or is late supplying information or instructions necessary for the delivery, MOORSIDE shall be entitled to store the items at the risk and expense of the Client.

**2.12** The risk of loss, damage or depreciation in value shall be transferred to the Client at the moment that the items come under the control of the Client.

**2.13** If the contract is executed in phases, MOORSIDE shall be entitled to suspend the execution of the components belonging to a subsequent stage, until the Client has approved the results of the preceding stage in writing.

**2.14** If, during the execution of the contract, it becomes apparent that, for a proper execution thereof it is necessary to supplement or otherwise modify the contract, the parties shall modify the contract in mutual consultation and in a timely matter. If the nature, scope or content of the contract, whether or not at the request or instruction of the Client, the competent authorities etc., is modified and the contract is thereby amended in terms of quality and/ or quantity, this may also have implications for that which was originally agreed. The fee originally agreed between the parties may increase or decrease as a result. As far as possible, MOORSIDE shall indicate the cost in advance. A change in the contract may also result in a change to the original execution period. The Client accepts the possibility of modification of the contract, including a change in the price and execution period.

**2.15** If the contract is changed, including any additions, MOORSIDE shall be entitled to commence execution only after approval has been received from the authorized persons within MOORSIDE and the Client has agreed with the price quoted for the implementation and other conditions, including the then to be determined execution deadline to be adhered to. Not executing a modified contract, or not executing it immediately, does not constitute a breach of contract on the part of MOORSIDE and is not a basis for the Client to terminate the contract. Without being in default, MOORSIDE can

decline a request to modify the contract, when the modification could have qualitative and/ or quantitative implications, for example for the work to be conducted or the products to be delivered.

### **3. Engagement of third parties**

**3.1** MOORSIDE is entitled to have certain activities conducted by third parties.

**3.2** Unless otherwise agreed, assignments for third parties within the framework of the execution of the contract, shall be issued by or on behalf of the Client. At the request of the Client, MOORSIDE can act as authorized representative of the Client, at the risk and expense of the Client. The parties may agree on a fee for such services.

**3.3** When, at the request of the Client, MOORSIDE compiles a budget for costs of third parties, this budget shall be indicative. If required, MOORSIDE can request quotations on behalf of the Client.

**3.4** When, in the execution of the contract, MOORSIDE obtains products or services from third parties, after which these products or services are passed onto the Client, the provisions of the general terms and conditions of and/ or separate agreements with the third party regarding the warranty and liability, shall also apply to the Client.

**3.5** When MOORSIDE, whether or not on behalf of the Client, issues assignments or instructions to production companies or other third parties, the Client shall, at the request of MOORSIDE, confirm its approval in writing, as referred to in articles 2.6 and 2.7 of these General Terms and Conditions.

**3.6** The Client shall not engage third parties without consulting with MOORSIDE, when this can have implications for the execution of the contract as agreed with MOORSIDE. If necessary, the parties shall discuss which third parties are to be engaged and which activities are to be assigned to these third parties.

**3.7** Under no circumstances shall MOORSIDE be held liable for errors of defects in the products (including software) or services of third parties engaged by or on behalf of MOORSIDE and/ or the Client. The Client itself must approach these parties in this regard.

### **4. Intellectual property and ownership rights**

**4.1** Unless otherwise agreed in writing by the parties, all intellectual property rights relating to the result arising from the contract – including, but not limited to, the patent right, tradename right, model right and copyright – rest with MOORSIDE. Insofar as such rights can be acquired only by registration, MOORSIDE has the sole and exclusive power to effect such registration, unless the parties have agreed otherwise in writing.

**4.2** The parties can agree in writing that the rights referred to in article 4.1 be transferred to the Client, fully or partially, by MOORSIDE. This transfer and any conditions under which the transfer takes place, must at all times be documented in writing, in an agreement pertaining to the transfer of the rights in question. Until the moment of transfer, only a right to use is conferred on the Client by MOORSIDE, as provided for in article 5 of these General Terms and Conditions.

**4.3** MOORSIDE is at all times entitled to have its name imprinted on or in or removed from any publicity around the result of the assignment, in the manner usual for that result. Without prior

permission from MOORSIDE, the Client may not publicize or reproduce the result without making reference to MOORSIDE.

**4.4** Unless otherwise agreed, the results created by MOORSIDE within the framework of the assignment (including, but not limited to, designs, design sketches, drafts, recommendations, reports, budgets, projections, working drawings, illustrations, photographs, prototypes, scale models, templates, (partial) products, films, (audio and video) presentations, codes and other materials or (electronic) files) shall remain the property of MOORSIDE, regardless of whether they have been made available to the Client or to third parties. Source codes and files, unprocessed files and originals will not be made available to the Client or to third parties.

**4.5** After completion of the assignment, neither the Client nor MOORSIDE shall have a retention obligation with regard to the materials and information used, unless the parties have agreed otherwise in writing.

**4.6** MOORSIDE is entitled to use the knowledge that it accrued during the execution of the contract also for other purposes, provided that no strictly confidential information relating to the Client is thereby disclosed to third parties.

## **5. Use of the result**

**5.1** Only when the Client has completely fulfilled its obligations towards MOORSIDE arising from all the agreements entered into with MOORSIDE, the Client shall receive the right to use the result of the assignment for the purpose already agreed between the parties. If no agreements have been made regarding the purpose of use, then the right of use shall be restricted to the use for which the assignment was (evidently) granted. Unless the nature of the contract dictates otherwise or the parties have agreed otherwise in writing, the right of use shall be exclusive.

**5.2** When the result partly involves works that are subject to the rights of third parties, the parties shall make supplementary written agreements regarding how the use of these works will be arranged.

**5.3** Without written permission, the Client is not entitled to modify the result of the assignment, to use or reuse it more broadly or in any other way than has been agreed, or to allow third parties to do so. MOORSIDE can attach conditions to such permission, including payment of equitable remuneration.>/p>

**5.4** In the event of broader use of the result or any other use not agreed, including modification, distortion or other debasement of the provisional or definitive result, MOORSIDE shall be entitled to compensation due to infringement of his/her rights of at least three times the agreed fee, or a fee that is reasonably and fairly proportional to the infringement committed, without prejudice to MOORSIDE's other rights.

**5.5** The Client will not (or no longer) be permitted to use the results made available and any right to use granted to the Client in the context of the work commissioned will expire, unless the consequences would be contrary the principles of reasonableness and fairness:

**5.5.1.** from the moment that the Client fails to (fully) fulfil its (payment) obligations towards MOORSIDE or is otherwise in default;

**5.5.2.** if the assignment is prematurely terminated for reasons stated in article 8 of these General Terms and Conditions;

**5.5.3.** in the event of bankruptcy of the Client, unless the rights referred to in article 4.2 of these General Terms and Conditions have been transferred to the Client.

**5.6** With due consideration of the interests of the Client, MOORSIDE is at liberty to use the results for its own publicity, to win contracts and for promotional purposes, including competitions and exhibitions and suchlike, and where results are physical items, to borrow these items from the Client.

**5.7** MOORSIDE can maintain possession of all items, information and documents received or generated, despite an existing obligation to surrender these, until the Client has paid all sums owed to MOORSIDE.

## **6. Fee, costs and price change**

**6.1** MOORSIDE is entitled to a fee for the execution of the assignment. This may comprise an hourly tariff, a consultancy fee, a fixed sum, whether or not related to the project's value, or any other form of payment agreed in writing between the parties.>/p>

**6.2** Besides the agreed fee, the costs that MOORSIDE incurs in the execution of the assignment, such as office, travel and accommodation expenses, costs of prints, copies, (printed)proofs, prototypes, and the costs of engaging third parties for advice, production, support and suchlike, are also eligible for reimbursement. These costs shall be specified in advance as far as possible, except when a surcharge is agreed in writing.

**6.3** If MOORSIDE is required to perform more or other work due to late delivery or non-delivery of complete, sound and clear information, data and/or materials by the Client, or due to any change or error in instructions or briefings or due to external circumstances, such additional work will be charged separately on the basis of MOORSIDE's usual fees. MOORSIDE shall inform the Client about this beforehand in writing, unless circumstances prevent it or if the nature of the work does not permit postponement.

**6.4** When the execution of the assignment is delayed or interrupted through circumstances that cannot be attributed to MOORSIDE, the Client shall be obliged to reimburse any corresponding costs incurred. MOORSIDE shall endeavour to limit the costs as much as possible.

**6.5** If MOORSIDE has agreed a fixed price with the Client, MOORSIDE shall nevertheless be entitled at all times to increase this price without the Client being entitled to terminate the contract on this ground, when the price increase results from a legal right or obligation under the law or regulations or is caused by an increase in the price of raw materials, wages etc. or any other reason that, on commencement of the contract, was not reasonably foreseeable.

**6.6** If the price increase, caused by something other than a change in the contract, is more than 10% and takes place within three months of the signing of the contract, then it is only the Client who is entitled to invoke article 5, paragraph 3, book 6 of the Civil Code who is entitled to terminate the contract via a written statement, unless MOORSIDE is still prepared to execute the contract on the basis of that which the parties originally agreed, or where the price increase results from a right or an obligation of MOORSIDE under the law or regulations or where it has been stipulated that delivery will take place more than three months after the purchase.

## **7. Payment, suspension and retention of title**

**7.1** All payments by the Client must be made, without deduction, offsetting or deferment, no later than 14 days after the invoice date, unless the parties have agreed otherwise in writing or a different payment term is stated on the invoice. MOORSIDE is entitled to execute the contract in different phases and to invoice separately for the parts that have already been conducted.

**7.1.1.** Any objections to the amount invoiced do not suspend the Client's payment obligation. The Client that is not entitled to invoke section 6.5.3 (articles 231 to 247 (inclusive), book 6 of the Civil Code) is likewise not entitled to suspend payment of an invoice for other reasons.

**7.1.2.** All products/ items delivered and still to be delivered shall remain the exclusive property of MOORSIDE until all amounts owed or that will be owed by the Client to MOORSIDE, including but not limited to amounts owed under article 3:92, paragraph 2 of the Civil Code (interest and (extra)judicial costs) and culpable failure, have been paid in full.

**7.1.3.** Until ownership of the products/ items delivered has been transferred to the purchaser, the Client shall not be permitted to pledge the products/ items or to encumber them with any other right for the benefit of a third party.

**7.1.4.** If a third party seizes the items that are subject to retention of title, or wishes to establish a right to or lay claim to these items, the Client has a duty to inform MOORSIDE of this immediately.

**7.1.5.** The products/ items delivered that are subject to retention of title may be sold and transferred to third parties by MOORSIDE, provided this takes place within the normal course of the Client's business. In the event of sale on credit, the Client is obliged to require retention of title from its customers, based on the provisions of article 7 of these General Terms and Conditions.

**7.1.6.** The Client is obliged to store the products/ items subject to retention of title, that have been delivered by MOORSIDE, with the necessary care and clearly recognizable as the property of MOORSIDE.

**7.1.7.** As long as the products/ items are subject to retention of title, the Client is obliged to insure these against fire, explosion and water damage, and against theft. On first request, the Client shall provide MOORSIDE with (a copy of) the insurance policies.

**7.1.8.** All claims by the Client against the insurers of the products/ items on the basis of the insurance policies referred to in article 7.8, shall be pledged to MOORSIDE as soon as MOORSIDE requests it, as additional security for all claims that MOORSIDE has towards the Client, for whatever reason.

**7.1.9.** Should the Client fail to fulfil its obligations towards MOORSIDE or if MOORSIDE has well-founded reason to think that the Client will fail to fulfil its obligations, MOORSIDE shall be entitled to repossess the products/ items delivered that are subject to retention of title, after which the Client shall be credited for the market value, which in no case shall exceed the original purchasing price, minus the costs associated with the repossession, and without prejudice to all other rights to which MOORSIDE shall be entitled in that case, including but not limited to, the right to reimbursement for any damage suffered by MOORSIDE. Should MOORSIDE wish to exercise its ownership rights as described in this article, the Client shall grant its unconditional and irrevocable permission to MOORSIDE and to third parties designated by MOORSIDE, to access all locations where the property of MOORSIDE is located and to repossess that property.

**7.2.** If the Client is in default with the full or partial payment of the sums owed, the Client shall owe to MOORSIDE the statutory commercial interest and the extrajudicial debt recovery costs, which shall amount to at least 15% of the invoice amount, with a minimum of € 150 excluding VAT.

**7.2.1** MOORSIDE shall ensure that its invoices are issued in a timely manner. In consultation with the

Client, MOORSIDE is entitled to invoice the agreed fee and costs in advance, provisionally or periodically.

**7.2.3** MOORSIDE may suspend the execution of the contract:

**7.2.3.1.** after the payment term has lapsed and the Client, after being sent a written reminder to settle the invoice within 14 days, fails to do so or fails to fulfil, or fails to fulfil fully or in a timely manner, any other obligation under the contract;

**7.2.3.2.** when MOORSIDE, due to communication from or conduct of the Client, is led to understand that payment will not be made;

**7.2.3.3.** if, after entering into the contract, MOORSIDE becomes aware of circumstances that present good reason to suspect that the Client will not fulfil its obligations;

**7.2.3.4.** if, due to the delay on the part of the Client, MOORSIDE can no longer be expected to fulfil the contract against the conditions originally agreed.

## **8. Termination and dissolution of the contract**

**8.1** MOORSIDE is at all times entitled to terminate the contract without, to the extent permitted by law, being obliged to pay compensatory damages to the Client.

**8.2** The Client is entitled, on the grounds of mandatory legislative provisions, to terminate the contract at all times. If the Client terminates the contract without there being any culpable failure on the part of MOORSIDE, or if MOORSIDE terminates the contract due to an imputable shortcoming in the fulfilment of the contract on the part of the Client, then the Client shall be liable to pay compensatory damages, as well as the fee and the costs incurred associated with the work conducted up to that point in time. In this context, any conduct by the Client on the grounds of which MOORSIDE cannot reasonably be required to complete the work commissioned will also be regarded as imputable shortcoming.

**8.3** The compensatory damages referred to in article 8.2 shall cover at least all the costs incurred by MOORSIDE (including, but not limited to, transport, dispatch and delivery costs), costs arising from any obligations entered into by MOORSIDE with third parties for the fulfilment of the assignment, plus the (remaining part of the) fee that the Client would owe to MOORSIDE upon full execution of the assignment.

**8.4** If the contract is prematurely terminated by MOORSIDE, MOORSIDE shall, in consultation with the Client, arrange for the transfer to third parties of the work still to be conducted, unless the termination of the contract is attributable to the Client. If the transfer of the work brings extra costs for MOORSIDE, these shall be charged to the Client. The Client shall be obliged to settle these costs within the stated time period, unless MOORSIDE indicates otherwise.

**8.5** MOORSIDE is entitled to terminate the contract immediately and with immediate effect, fully or partially, or to cancel an order or contract, in the event:

**8.5.1.** of liquidation of the Client;

**8.5.2.** that the Client terminates its business activities;

**8.5.3.** of (application for provisional) suspension of payments or bankruptcy;

**8.5.4.** that the Client is subject to attachment – if and insofar as the attachment is not lifted within three months;

**8.5.5.** of debt restructuring or another circumstance whereby the Client can no longer freely dispose



of its assets;

**8.5.6.** that the Client fails to fulfil its obligations arising from the contract and this non-fulfilment justifies termination of the contract, in which case all the sums owed by the Client shall immediately be payable.

**8.6** If MOORSIDE proceeds to suspension, termination or cancellation of the contract, as referred to in article 8 of these General Terms and Conditions, MOORSIDE shall in no way be required to pay any costs, damage compensation or indemnification, while the Client, on account of breach of contract, shall be obliged to pay damage compensation or indemnification.

**8.7** When the work of MOORSIDE consists of the repetition of similar activities, then the contract shall be deemed to be a long-term contract, unless the parties have agreed otherwise in writing. This long-term contract can only be terminated in writing, with due observance of a reasonable notice period of at least three months, during which time the Client shall continue to purchase the usual amount of work from MOORSIDE, or shall compensate MOORSIDE financially.

## **9. Warranties and indemnities**

**9.1** MOORSIDE guarantees that the work delivered has been designed by or on behalf of MOORSIDE and that, when the result is protected by copyright, MOORSIDE is considered to be the creator within the sense of the Copyright Act and as copyright owner has the power of disposition of the work, or at any rate is entitled/ authorized to use, distribute, disclose, reproduce and/ or edit the work subject to copyright of a third party.

**9.2** When the Client uses the results of the assignment, the Client indemnifies MOORSIDE and/ or the third party/ies engaged by MOORSIDE in the execution of the assignment, from all claims by third parties resulting from the applications or the use of the result of the assignment. This has no effect on the liability of MOORSIDE towards the Client for failure to fulfil the guarantees as referred to in article 9.1 and the remaining liability as referred to in article 10 of these General Terms and Conditions.

**9.3** The Client indemnifies MOORSIDE against all claims relating to intellectual property rights on all materials and/ or information provided by the Client, used in the execution of the assignment.

**9.4** The products/ items delivered by MOORSIDE comply with all the customary requirements and standards that can reasonably be set at the time of delivery and for which they are intended in normal use within the Netherlands. The warranty referred to in this article is applicable to products/ items that are intended for use within the Netherlands. When used outside the Netherlands, the Client itself must verify whether the use of the products/ items is suitable for use in that location and whether the products/ items comply with the corresponding conditions set. In that case, MOORSIDE can stipulated a different warranty and other conditions relating to the items to be delivered or work to be conducted. This warranty referred to in this article does not include hardware and/ or software used by MOORSIDE (in its products/ items). MOORSIDE issues no form of warranty whatsoever on the aforementioned hardware and/ or software.

**9.5** The warranty referred to in article 9.4 is valid for a period of six months after delivery, unless the nature of the products/ items delivered dictates otherwise or the parties have agreed otherwise in writing. If the defect concerns a (part of a) product/ item that was (partly) produced by a third party,

the warranty shall be limited to that which is issued by the manufacturer of the product/ item in question, unless the parties have agreed otherwise in writing.

**9.6** Every form of warranty shall expire in the event that the product/ item is used in any other manner than prescribed, and if the defect in the product/ item is caused by or ensues from injudicious or inappropriate use or use after the expiry date, incorrect storage or maintenance by the Client and/ or third parties when, without written permission from MOORSIDE, the Client or third parties have made or attempted to make changes to the product/ item, have attached other items to the product/ item that should not be attached or where these were handled or manipulated in any manner other than prescribed. Neither is/are the Client and/ or third parties entitled to claim under a guarantee when the defect in the product/ item is caused by or ensues from circumstances over which MOORSIDE has no influence, including, but not limited to, weather conditions (including, but not limited to, extreme rainfall or temperatures etc.).

**9.7** After expiry of the warranty period, all costs for repair or replacement, including but not limited to, administration, shipping and call-out charges, shall be charged to the Client.

**9.8** The Client indemnifies MOORSIDE against any claims by third parties who suffer damage in connection with the execution of the contract, where the cause is attributable to a party other than MOORSIDE. If MOORSIDE does receive a claim by a third party, the Client shall be required to assist MOORSIDE in both extrajudicial and judicial proceedings, and to do everything that might be expected of the Client without delay. Should the Client fail to take adequate measures, then MOORSIDE shall be entitled to take action itself, without notice of default being required. All costs and damage on the part of MOORSIDE and third parties that arises as a result, shall be entirely for the account and risk of the Client.

## **10. Liability**

**10.1** In the event of culpable failure, MOORSIDE must first be issued written notice of default, and granted a reasonable period to fulfil its obligations, or to repair any faults or limit or undo any damage.

**10.2** MOORSIDE is exclusively liable towards the Client for direct damage attributable to MOORSIDE. Any liability of MOORSIDE for indirect damage, including consequential damage, loss of profit, lost savings, damaged or lost data or materials, or damage due to business interruption, is expressly excluded. Direct damage is exclusively understood to mean the reasonable costs of ascertaining the cause and extent of the damage, insofar as the ascertaining relates to damage within the sense of these General Terms and Conditions, any reasonable costs incurred to bring the defective performance of MOORSIDE into compliance with the contract, insofar as this can be attributed to MOORSIDE, and reasonable costs incurred in the prevention or limitation of damage, insofar as the Client demonstrates that these costs have led to limitation of direct damage as referred to in these General Terms and Conditions.

**10.3** Except in the event of intent or deliberate recklessness of MOORSIDE or its managers and/ or directors, the liability of MOORSIDE is limited to MOORSIDE's fee for the assignment, or in any case the fee for that part of the assignment to which the liability relates. This amount shall not exceed € 75,000 and in any case shall at all times be limited to no more than the sum that the insurance provider, where applicable, pays to MOORSIDE. The amount for which MOORSIDE, when applicable, is liable, shall be reduced by any amounts that have been insured by the Client.

**10.4** MOORSIDE is not liable for damage, of any nature whatsoever, resulting from the fact that MOORSIDE relied on incorrect and/or insufficient data supplied by or on behalf of the Client.

**10.5** MOORSIDE can never be held liable by the Client for defects and/ or damage to products/ items or any other form of damage in the broadest sense of the word, resulting from the application of materials, products and/ or software and/ or hardware of third parties in the products/ items in question.

**10.6** In departure from the statutory limitation period, all liability of MOORSIDE and the third parties engaged by MOORSIDE in the execution of the contract shall expire one year after the assignment ends, whether by completion, cancellation or termination.

**10.7** If the Client defaults in the correct execution of its duties towards MOORSIDE, then the Client shall be liable for all of MOORSIDE's damages thereby caused (also including costs in the broadest sense of the word), be that direct or indirect.

## **11. Force Majeure**

**11.1** MOORSIDE shall not be required to fulfil any obligation towards the Client if it is prevented from doing so as a consequence of a circumstance not attributable to fault and which is not regarded as MOORSIDE's responsibility by virtue of the law, legal action or according to generally accepted standards.

**11.2** In these General Terms and Conditions, the term 'force majeure' shall be taken to mean – in addition to its definition in law and legal precedent – all external causes, foreseen or unforeseen, which MOORSIDE cannot influence, but as a result of which MOORSIDE is unable to fulfil its obligations. This includes industrial action in MOORSIDE's company or in the companies of third parties. MOORSIDE also has the right to invoke force majeure if the circumstance that prevents (further) fulfilment of the contract occurs after the date that MOORSIDE should have fulfilled the contract.

**11.3** During the period of force majeure, MOORSIDE can suspend its contractual obligations. If this period lasts for more than two months, either of the parties shall be entitled to terminate the contract, without any obligation to pay compensatory damages to the other party.

**11.4** Insofar as MOORSIDE has already partially fulfilled its contractual obligations or will be able to fulfil them at the time that the force majeure commences, and separate value can be attributed to the part already fulfilled or still to be fulfilled, MOORSIDE shall be entitled to invoice the Client separately for the part already fulfilled or still to be fulfilled. The Client is obliged to pay this invoice as if it were a separate contract.

## **12. Other provisions**

**12.1** When the Client wishes to simultaneously award the same contract to parties other than MOORSIDE, or when it has already awarded the contract to a third party, the Client shall inform MOORSIDE of this fact, stating the name(s) of this/ these third party/ies.

**12.2** The Client is not permitted to transfer to third parties any of the rights under a contract entered into with MOORSIDE, save in the event and as part of a transfer of the whole of the Client's business, or with prior written permission from MOORSIDE.

**12.3** Under no circumstances is the Client entitled to offset any amounts that it owes to MOORSIDE.

**12.4** The parties have a duty to uphold the confidentiality of all (confidential) information, facts and circumstances about the other party or from another source, brought to their attention within the context of the contract, where it can reasonably be assumed that disclosure or communication to third parties could harm MOORSIDE or the Client. The same duty of confidentiality with respect to such facts and circumstances must be imposed on any third parties engaged within the context of the execution of the contract.

**12.5** If any provision of these General Terms and Conditions is null and void or annulled, the other provisions of these General Terms and Conditions shall remain in full force. In that event, the parties shall enter into consultations for the purpose of agreeing new provisions to replace the void or annulled provisions, whilst observing the intent and the scope of the void or annulled provisions of these General Terms and Conditions as much as possible.

**12.6** The headings in these General Terms and Conditions are included to facilitate reference only and do not constitute part of these General Terms and Conditions. If uncertainty exists regarding the interpretation of one or more provisions of these General Terms and Conditions, then the explanation shall be found "in the spirit" of the provisions in question.

**12.7** If a situation occurs between the parties which is not provided for in these General Terms and Conditions, then this situation should be evaluated "in the spirit" of these General Terms and Conditions.

**12.8** If MOORSIDE does not always require the strict observance of these General Terms and Conditions, this does not mean that the provisions therein do not apply or that MOORSIDE loses the right to require the strict observance of these General Terms and Conditions in other cases.

**12.9** All contracts between MOORSIDE and the Client shall be governed by Dutch law. The applicability of the Vienna Sales Treaty is expressly excluded. Any disputes arising from or associated with this contract, or contracts derived from this contract, shall be brought before the competent court of Oost Brabant (East Brabant).

**Moorside B.V.**  
**Oranje Nassaulaan 203**  
**5491 HG Sint-Oedenrode**