

CARE Terms and Conditions of HatchTech

The “CARE Terms and Conditions of HatchTech” have been drawn up by HatchTech B.V.

Version 2021.2

Section A. General Provisions

Article 1. Definitions

“**Buyer**” refers to the Party placing an order to deliver Goods/Services and the Party committing itself to the obligations under the Contract;

“**Calendar days**” refers to all days of a year including weekends, national holidays, religious holidays or other non-working days.

“**CARE Contract**” refers to the written contract between the Parties related to Works;

“**CARE Terms and Conditions**” refers to the present CARE Terms and Conditions of HatchTech B.V.;

“**Contract Price**” refers to the total value of the CARE Contract to be received by HatchTech without deductions or charges, save adjustments for variations;

“**Data**” refers to all data on functions, the number of production hours and the nature and frequency of any faults generated and read from the goods developed by HatchTech and used by Buyer;

“**Effective Date**” refers to the date of signing of the Contract;

“**Goods**” refers to all spare parts, repaired parts, (extra) materials and/or software to be supplied by HatchTech under the CARE Contract;

“**HatchTech**” refers to the seller/supplier of Goods/Works under a CARE Contract, namely HatchTech B.V, a private company with limited liability under Dutch law;

“**Offer**” refers to all quotations, proposals and other offers made by HatchTech to Buyer. All offers made by HatchTech are without any obligation;

“**Parties**” refers to HatchTech and Buyer together;

“**Party**” refers to HatchTech or Buyer;

“**Project**” refers to the project regarding the Contract;

“**Services**” refers to additional services like maintenance, review and repair, consultancy, financial services and support;

“**Sales Contract**” refers to the written sales contract between the Parties including all specified Annexes;

“**Training**” refers to training and/or instructing of the personnel of Buyer concerning the operation and functioning of Goods/Services, provided by HatchTech;

“**Works**” refers to Services and Training together.

Article 2. Applicability

2.1 The CARE Terms and Conditions apply to all CARE Contracts of HatchTech. These CARE Terms and Conditions apply with the express rejection of Buyer's general terms and conditions, howsoever described.

2.2 Order of Precedence:

2.2.1 the text of a CARE Contract will prevail over any commercial proposal made before the Effective Date of the CARE Contract;

2.2.2 the text of a CARE Contract will prevail over the CARE Terms and Conditions;

Article 3. Offers

3.1 If Buyer places an order, a CARE Contract is only concluded once the CARE Contract has been signed by an authorized representative of each Party.

3.2 Offers made by or agreements with HatchTech representatives that deviate from these CARE Terms and Conditions are only binding if this has been agreed in writing by the Parties in an addendum to the CARE Contract.

Article 4. Product Information

4.1 All information and (technical) data contained in product brochures, product sheets price lists and other documents or data carriers with respect to the Goods, are binding only to the extent that they are explicitly included in (an annex to) the CARE Contract. Although the information and data have been compiled with care, it is not intended to be comprehensive, and liability cannot be accepted for the accuracy and completeness thereof.

4.2 HatchTech may, but is not obliged to, integrate the latest developments and innovations without a prior notice. Specifications and models are subject to changes.

4.3 Goods shown in product brochures, product sheets, price lists or other data carriers may be delivered in separate parts for easy transportation or storage.

Unless otherwise agreed assembling and/or installation is not included in the Contract.

Article 5. Prices and Payment

- 5.1 The currency of the Contract Price and all payments is in EURO, unless another currency is stated in the Contract or invoice.
- 5.2 Unless otherwise agreed, the Contract Price does not include value added tax (VAT), import duties, other taxes and charges, costs of quality inspection and/or testing, banking or transferring costs, and any other costs.
- 5.3 All payments are due as specified on the invoice, unless otherwise expressly agreed. If no payment terms are included in the Contract, all payments are due no more than thirty (30) Calendar days after the invoice date.
- 5.4 Whatever the means of payment used, payment shall not be deemed to have been effected before HatchTech's account has been fully and irrevocably credited.
- 5.5 In case payment is delayed, HatchTech may prolong the delivery time of Goods corresponding to at least the period of delayed payments. All costs resulting from this will be borne by Buyer.
- 5.6 If Buyer fails to pay any payment by any stipulated date:
 - 5.6.1 HatchTech shall automatically and immediately be entitled to interest from the day on which payment was due until the day such payment was received. The rate of compounding interest shall be at least one per cent (1%) per month;
 - 5.6.2 HatchTech may suspend performance of the CARE Contract or suspend the delivery of Goods/Works of a separate contract until she receives all due payments.
- 5.7 If Buyer has not paid the amount due within ninety (90) calendar days, HatchTech shall be entitled to terminate (meaning: repudiation, Dutch: *ontbinding*) the CARE Contract by notice in writing to Buyer and to claim further compensation and consequential damages for losses HatchTech has incurred.
- 5.8 All payments will be made free of any deductions, discount or charges to the account of HatchTech.

Article 6. Delivery

- 6.1 The time and/or date of delivery of Goods and/or Works will be defined in the CARE Contract. Minor deficiencies, which do not affect the efficiency or use of Goods and/or Services, shall not prevent delivery of Goods and/or Services.
- 6.2 The time required for additional deliveries or replacement deliveries to replace missing or damaged Goods shall not be regarded when referring to the delivery time of Goods.
- 6.3 Delivery of Goods shall take place according to Incoterms as defined in the CARE Contract. The Incoterms version which is in force on the date the quotation is issued applies. If no delivery terms are defined, "EXW Incoterms 2020" shall apply.
- 6.4 Delivery of Goods will be made together with the following documents, which will be produced in English:
 - 6.4.1 commercial invoice;
 - 6.4.2 Bill of Lading or CMR;
 - 6.4.3 packing list.
- 6.5 The accuracy and completeness of the delivery of the Goods must be inspected by Buyer at the agreed time of delivery in accordance with the applicable Incoterm. If the inspection shows any damage to the Goods, Buyer and HatchTech will carry out the following procedure:
 - 6.5.1 Buyer will make notes on the CMR if damage is inspected and what this damage entails;
 - 6.5.2 Buyer will take photos of the damaged Goods;
 - 6.5.3 Buyer sends the CMR and the photos by e-mail to HatchTech;
 - 6.5.4 Buyer sends the CMR with an inspected compensation within three (3) calendar days after unloading a shipment.
- 6.6 If Buyer wishes additional documents in addition to the documents referred to in article 6.4 (Delivery), this will be agreed and included in the Contract. All costs arising from these extra documents are at Buyer's expense.
- 6.7 Goods will be prepared for carriage in standard disposable packaging material according to requirements applicable for such Goods.
- 6.8 HatchTech is entitled to deliver Goods in partial deliveries or one complete delivery, to the convenience of HatchTech. If Buyer requests to receive one complete delivery or to receive all

- Goods in one specific period and the parties have agreed on this in an addendum to the Contract, all costs will be borne by Buyer. HatchTech cannot guarantee that such a request is possible.
- 6.9 HatchTech is entitled to deliver the Goods to Buyer after receiving a bank transfer, despite a request from Buyer to deliver the Goods at a later date.
- 6.10 If the delivery is delayed due to the actions of Buyer, all resulting costs will be borne by Buyer.
- 6.11 At written request of Buyer in order to check the documents as specified in Article 6.4 (Delivery) before delivery of Goods, HatchTech shall ensure that Buyer will have free access to its online client system.
- 6.12 Buyer will inform HatchTech ultimately fourteen (14) Calendar Days after the Effective Date whether Goods need special markings.
- 6.13 HatchTech is not restricted to deliver Goods from any origin, port or place. Transshipment is allowed.
- 6.14 If Buyer request to receive the Goods from one location, then the additional costs will be borne by Buyer.
- 6.15 A demurrage of minimal one (1) week will be applicable.
- 6.16 Buyer is solely responsible for offloading or unloading the Goods. If deviated from this Article on request of Buyer, the resulting costs will be borne by Buyer. HatchTech cannot guarantee that such a request is possible.
- 6.17 All risks, responsibilities, liabilities and costs of the Goods shall be transferred to Buyer according to the applicable Incoterm.
- 6.18 Buyer shall be solely liable for any demurrage (costs) arising out of the transportation, delivery, loading or storage of the Goods.
- 6.19 Delivery of Services shall take place after the completing and/or acceptance of Goods and in case of Supervision after the Commissioning thereof.
- 6.20 HatchTech shall be entitled to postpone the delivery of Goods/Works without any sanction, indemnification or whatsoever:
- 6.20.1 if it is expressly laid down in these CARE Terms and Conditions that HatchTech is entitled to suspend her performance;
- 6.20.2 if delays occur for reasons out of influence of HatchTech;
- 6.20.3 by an act, default or omission of Buyer, such as but not limited to, delay in payment.
- 6.21 The postponement as stated in Article 6.20 (Delivery) shall be reasonable having regard to all the circumstances. This provision applies regardless of whether the reason for the delay occurs before or after the agreed time for delivery.
- 6.22 If Article 6.20 (Delivery) applies, HatchTech is not responsible for consequential delays and malfunctioning. Additional costs of HatchTech, including but not limited to, travel time and travel expenses of personnel of HatchTech, will be charged to Buyer.

Article 7. Retention of Title

The ownership of the Goods will pass from HatchTech to Buyer as soon as Buyer has fulfilled all payment obligations regarding the Goods towards HatchTech. Costs, risk and insurance are transferred from HatchTech to Buyer in accordance with the applicable Incoterm.

Article 8. Data, software and Intellectual Property Rights

- 8.1 If Goods, including all accessories for the operating system and related documentation, partially are subject to copyright and/or other intellectual property rights of HatchTech then:
- 8.1.1 HatchTech will grant to Buyer a non-exclusive, non-transferable right to use a copy of this software in a manner prescribed in combination with Goods for which the software is delivered;
- 8.1.2 HatchTech will retain its rights of use under the same conditions in combination with Goods;
- 8.1.3 The ownership and all rights of industrial and intellectual property of the software will remain with HatchTech at all times and Buyer recognizes these rights;
- 8.1.4 Buyer will not remove any copyright indications;
- 8.1.5 Buyer acknowledges that the software contains confidential information and trade secrets belonging to HatchTech and will ensure

that the software will not be disclosed to other parties. HatchTech shall be free to take technical measures towards protecting the rights of HatchTech on the software;

- 8.1.6 Buyer will not be authorized to change, analyze or copy the software.
- 8.2 Buyer will not be authorized to:
- modify, adapt, alter, translate, or create derivative Services from any software residing in or provided by HatchTech in conjunction with any Goods;
 - assign, sublicense, lease, rent, loan, transfer, disclose, or otherwise make available such software;
 - merge or incorporate such software with or into any other software; or
 - reverse assemble, decompile, disassemble, or otherwise attempt to derive the source code for such software without written authorization from HatchTech except as explicitly allowed under applicable law.
- 8.3 If Goods or Works, including a computer and operating system software, and the associated documentation (partly) contain software which is subject to copyright and/or other intellectual property rights of third parties, Buyer will recognize the rights of these third parties and Buyer will comply with the applicable terms. In this case, Buyer is responsible for all third party software and Buyer agrees that he is using this software at his own risk.
- 8.4 HatchTech reserves all rights, including that of intellectual property rights, relating to the Goods/Works delivered to Buyer in the context of performing a CARE Contract, for example in the form of drawings, diagrams, technical information, designs, know-how, patents, calculations, descriptions, software or relevant documentation. The information aforementioned may not be made available to third parties without explicit permission from HatchTech, and may only be used within the framework of the CARE Contract.
- 8.5 Only HatchTech has the right to read, save and analyze all data generated from the Goods and Works developed by it and used by Buyer. HatchTech may share this data with third parties without prior permission from Buyer.

- 8.6 HatchTech is never obliged to grant a request from Buyer with regard to the transfer, sharing or conversion of data.
- 8.7 If HatchTech cooperates with a request from Buyer to transfer, share or convert data, then HatchTech is entitled to set conditions for this.
- 8.8 By concluding this Contract, Buyer automatically renounces the right to and/or the control over all data generated from the Goods and Works developed by it and used by Buyer.
- 8.9 Buyer shall promptly notify HatchTech on becoming aware of any infringement or suspected or apparent or threatened infringement of, or any actions, claims or demands or proceedings in relation to, any intellectual property rights of HatchTech. Buyer shall render to HatchTech all the assistance HatchTech may require in connection therewith, including the prosecution (at HatchTech's expense) of any actions that HatchTech may deem necessary to commence for the protection or defense of any of its rights.

Article 9. Liability warranty

- 9.1 HatchTech's liability warranty is limited to defects in Goods, which appear within a period of twelve (12) months after the moment of delivery in accordance with the applicable Incoterm.
- 9.2 HatchTech's liability warranty is limited to defects in Goods/Services where transport, storage, proper use of Goods/Services and operation and maintenance have been done in accordance with instructions of the Contract and other documents provided by HatchTech.
- 9.3 HatchTech's liability warranty shall apply only to Goods/Works of HatchTech and products which are revised by HatchTech.
- 9.4 Second-hand projects and/or goods are not covered by the warranty.
- 9.5 The correct functioning of CO₂ and H₂O sensors can only be guaranteed if they are calibrated annually. The yearly calibration of these sensors does not fall under the scope of the warranty.
- 9.6 In case of a defect or dysfunction of the Goods delivered, Buyer must demonstrate the defect. It is exclusively at the discretion of HatchTech if in such a case a technician will be sent.

- 9.7 Buyer shall without undue delay notify HatchTech in writing of any defect which appears:
- 9.7.1 the notice shall contain a description of the defect;
 - 9.7.2 such notice shall under all circumstances be given within seven (7) days after the occurrence thereof;
 - 9.7.3 where the defect is such that it may cause damage, the notice shall be given immediately;
 - 9.7.4 if Buyer does not notify HatchTech of a defect within the time limits set forth in this Article, he shall lose his right to have the defect remedied and HatchTech cannot be held liable for the defect.
- 9.8 On receipt of the notice under Article 9.7 (Liability warranty) HatchTech shall confirm receipt of the claim and inform Buyer within seven (7) calendar days about its acceptance or rejection, except in cases where HatchTech uses its right of investigation according to Article 9.9 (Liability warranty).
- 9.9 HatchTech will always have the right to investigate the validity of Buyer's claim. In the event that HatchTech will use this right, Buyer will transport the defective part to HatchTech according to its instructions. If transport of the defective part is not technically feasible, HatchTech will send an authorized representative to investigate the claim or HatchTech will ask for photographs. HatchTech will inform Buyer within a reasonable period about its acceptance or rejection of the claim, but not before HatchTech closed the investigation.
- 9.10 If Buyer has notified HatchTech in accordance with Article 9.7 (Liability warranty), and no defect is found for which HatchTech is liable, HatchTech will reject the claim and shall be entitled to compensation for the costs he has incurred as a result of the notice. In such cases, HatchTech may offer Services on a contractual basis in accordance with Section E (Special provisions for Services) of these CARE Terms and Conditions.
- 9.11 When HatchTech accepts the warranty liability claim, HatchTech will inform Buyer about his intentions how to remedy the defect and will remedy the defect accordingly at his own costs. The obligation to remedy is limited to the Goods/Services to which the Contract relates. Repair of damage to other goods or other Services is excluded.
- 9.12 HatchTech shall repair or replace defective Goods that have been returned by Buyer to HatchTech for investigation and which have been found defective. If goods need to be replaced HatchTech is not obliged to do so with new goods. HatchTech has the right to decide whether they replace the Goods with Goods that are revised by HatchTech or with new Goods. If repairs or replacement must be carried out at the Site, HatchTech may have such work executed by third parties appointed by HatchTech.
 - 9.13 Where remedial work is carried out at the Site, HatchTech shall dismantle Goods to the extent necessary and re-assemble Services only if this requires special knowledge. If such special knowledge is not required, HatchTech has fulfilled his obligations in respect of the defect when he delivers to Buyer a duly repaired part or a new part in replacement of the defective part.
 - 9.14 HatchTech's remedial Services shall take place during normal working hours.
 - 9.15 Defective parts, which have been replaced, shall be made available to HatchTech and shall be her property.
 - 9.16 Transport of Goods and/or parts thereof in connection with the remedying of defects from HatchTech to Buyer shall be at the risk and expense of HatchTech. Transport of Goods and/or parts thereof in connection with the remedying of defects from Buyer to HatchTech shall be at the risk and expense of Buyer. Buyer shall follow HatchTech's instructions regarding such transport.
 - 9.17 Any costs for importation, import taxes, duties or other charges that authorities in Buyer's country may charge on Goods – or parts thereof – supplied or Services executed by HatchTech under this Article, shall be borne by Buyer.
 - 9.18 HatchTech is not liable for defects:
 - 9.18.1 arising out of materials provided by, or a design stipulated or specified by Buyer;

- 9.18.2 when Goods/Services have not been installed in conformity with the instructions and normal working practices of HatchTech or the relevant product specifications;
 - 9.18.3 which may only minutely affect the value or usability of the Goods/Services;
 - 9.18.4 due to normal wear and tear, alterations, overloading, due to corrosion of the materials, due to accidents, fire, improper loading, storage of Goods, absence of adequate service, mismanagement or negligence in the use and maintenance of Goods/Services;
 - 9.18.5 when the damage has been caused by water;
 - 9.18.6 when water in systems of the Goods/Services are found not to comply with the water quality guidelines for closed systems of Goods as specified by HatchTech and the water quality guidelines for humidification as specified by HatchTech.
- 9.19 HatchTech shall not be liable for any losses which defects in Goods/Services may cause including loss of production, loss of profit, consequential loss and/or other indirect loss.

Article 10. Liability

- 10.1 HatchTech shall accept no liability in connection with the delivery or use of the Goods/Works, other than property damage and/or personal injuries.
- 10.2 Under any circumstance HatchTech shall not be liable for all or any indirect and consequential loss(es) or damage(s) of whatever description or nature, such as punitive damages, loss of use or downtime, standstill (business interruptions), loss of profit or revenue, indirect losses suffered and consequential loss occurred, loss of data, loss of reputation, loss of goodwill, intangible loss, investment not recovered, loss of sales or loss of contract or any other economic loss arising or alleged to arise from any failure to properly carry out Buyer's obligations towards third parties. Buyer hereby agrees to indemnify, defend and hold HatchTech harmless against such losses regardless whether any such loss is due to the negligence of HatchTech.

- 10.3 HatchTech's cumulative overall liability in connection with the Goods/Services, regardless of the kind of liabilities and/or non-performances, under any CARE Contract shall not exceed a maximum overall amount equal to 100% (one hundred percent) of the Contract Price paid to HatchTech under the Contract or the maximum overall amount that HatchTech's insurer will pay out in the particular case, whichever is less, even if held to amount to a breach of warranty. Buyer shall indemnify defend and hold harmless HatchTech for such claims in excess of this percentage/amount.
- 10.4 If HatchTech incurs liability from any third party for damage to property caused by defects in Goods or Works, Buyer shall indemnify, defend and hold HatchTech harmless. Buyer shall forthwith inform HatchTech in writing if any third party lodges a claim against HatchTech.
- 10.5 Buyer shall submit any claims under this Article to HatchTech within one (1) year of occurrence of the alleged breach of HatchTech's obligations, in the absence of which any right to claim compensation lapses.

Article 11. Buyer's default

- 11.1 If Buyer anticipates that he will be unable to comply with his obligations arising from the Contract and/or these CARE Terms and Conditions, he shall forthwith notify HatchTech in writing. In the case of such a situation, the following applies:
 - 11.1.1 Buyer shall compensate HatchTech for any resulting costs (including costs as a result of rising prices of raw materials, suppliers or transporters);
 - 11.1.2 Buyer shall indemnify HatchTech for loss and/or damage to Goods resulting from the non-compliance. Furthermore, Buyer shall compensate HatchTech if Goods are perishable or subject to inherent changes;
 - 11.1.3 Buyer shall pay any part of the Contract Price, which without such failure would become due;
 - 11.1.4 HatchTech shall be entitled to suspend the delivery of Goods and/or Services for at least the duration of Buyer's default;

- 11.1.5 if Goods are not yet shipped from the place of shipment or the warehouse of HatchTech to the Site, HatchTech is entitled to arrange storage of the Goods at the risk and expense of Buyer. In such case delivery of the Goods shall take place and all risks, responsibilities, liabilities and costs of the Goods shall be transferred to Buyer. HatchTech shall also insure Goods at Buyer's expense.
- 11.2 Where it is clear from the circumstances that Buyer will not fulfil his obligations and HatchTech does not receive a notification in accordance with Article 11.1 (Buyer's default), HatchTech shall be entitled to suspend the performance of his obligations under the Contract and/or these CARE Terms and Conditions. In such a case Articles 11.1.1 to 11.1.5 and Article 11.3 (Buyer's default) will apply.
- 11.3 If Buyer is in default, HatchTech may by notice in writing require Buyer to remedy his default within a final reasonable period. If, for any reason for which HatchTech is not responsible, Buyer fails to remedy his default within such period, HatchTech may by notice in writing terminate (meaning: repudiation, Dutch: *ontbinding*) the CARE Contract and is entitled to all payments of the Contract.
- 11.4 Notwithstanding the foregoing, HatchTech is entitled to terminate (meaning: repudiation, Dutch: *ontbinding*) the CARE Contract with immediate effect by notice in writing in the following cases:
- 11.4.1 if a receiver, trustee, conservator or liquidator of Buyer of all or a substantial part of its assets is appointed;
- 11.4.2 if Buyer is declared bankrupt or granted suspension of payments, or if an application to that end is filed;
- 11.4.3 if Buyer's business is liquidated or discontinued.

Article 12. Force majeure

- 12.1 Either Party shall be entitled to suspend performance of his obligations under the Contract to the extent that such performance is impeded or made unreasonably onerous by any of the following circumstances: industrial disputes and any other circumstance beyond the control of

Parties such as but not limited to storm, flooding, transport difficulties, delivery problems, earthquake, fire, explosion, war (whether declared or not), extensive military mobilization, insurrection or equivalent situations, requisition, seizure, embargo, blockade, import or export sanctions, labour disputes, epidemic, pandemic, illness of personnel, shortage in raw or working materials, failure in the (telecommunications) network or (internet)connection or used communication systems, restrictions in the use of power and defects or delays in deliveries by suppliers or the sub-sellers caused by bankruptcy or any such circumstances referred to in this article.

- 12.2 A circumstance referred to in Article 12.1 (Force majeure), which had occurred prior to effectiveness of the Contract, shall give a right to suspension only if its effect on the performance of the Contract could not be foreseen at the time of start of effectiveness of the Contract. Each Party shall bear its own costs due to the Force Majeure occurrence and no compensation shall be owed during the suspension.
- 12.3 The Party claiming to be affected by Force Majeure shall notify the other Party in writing without delay on the intervention and on the cessation of such circumstance. If Force Majeure prevents Buyer from fulfilling his obligations, he shall compensate HatchTech for expenses incurred in securing and protecting Services.
- 12.4 The Party claiming to be affected by Force Majeure shall prove to the other Party:
- 12.4.1 that its failure to perform was caused by a Force Majeure circumstance beyond its reasonable control; and
- 12.4.2 that it could not reasonably have been expected to have taken the occurrence of the impediment into account at the time of the conclusion of the Contract; and
- 12.4.3 that it could not reasonably have avoided or overcome the effects of the Force Majeure circumstances.
- 12.5 Regardless of what might otherwise follow from these CARE Terms and Conditions, either Party shall be entitled to terminate (meaning: repudiation, Dutch: *ontbinding*) the Contract by

notice in writing to the other Party if performance of the Contract is suspended under Article 12 (Force majeure) for more than six (6) months. In this event, neither Party shall be entitled to compensation or repayment of any kind whatsoever, nor shall it have the legal right to claim performance of the Contract.

Article 13. Local laws and regulations

- 13.1 HatchTech shall ensure that Goods are supplied and that Services are carried out in accordance with the requirements of the European Standards (CE). If Buyer wants HatchTech to comply with deviations of CE-regulations or laws, other regulations and rules, that may be applicable to Services, Buyer shall inform HatchTech before agreeing to the Contract Price and provide the relevant information on these laws, regulations and rules.
- 13.2 HatchTech shall carry out any variation work caused by changes in laws, regulation and rules referred to in Article 13.1 (Local laws and regulations), or in their generally accepted interpretation, occurring between the dates of submission of the tender and delivery of Services. Buyer shall bear the extra costs and other financial consequences resulting from such changes, including variation work.
- 13.3 The absence of the uniform safety regulations world-wide makes it impossible for HatchTech to conform the protections of its Goods to the specific safety requirements of each country and HatchTech will, therefore not be held responsible for possible deficiencies.
- 13.4 It is the responsibility of Buyer that the agreed conditions will be in conformity with the rules and the laws of the country of the Site.

Article 14. Miscellaneous

- 14.1 If at any time any term or provision in the Contract and/or the CARE Terms and Conditions shall be held to be illegal, invalid or unenforceable, in whole or in part, under any rule of law or enactment, such term or provision or part shall to that extent be deemed not to form part of the Contract and/or the CARE Terms and Conditions, but the enforceability of the remainder of this Agreement shall not be

affected. The Parties shall negotiate the amendment of any such term or provision in such manner that it becomes legal, valid and enforceable without affecting the original intent or the economic purpose and effect of such term or provision.

- 14.2 All changes and addenda to the present Contract will be valid only if they are made in writing and are signed by HatchTech and Buyer. The fax- or scan copies of the Contract, its additional agreements, changes and specifications will be valid if they are legible and signed.
- 14.3 Neither HatchTech nor Buyer will be eligible to transfer the rights and obligations under the Contract to the other persons or parties without an approval of both Parties in writing.
- 14.4 HatchTech will be closed for two weeks for summer vacation during the months of July and/or August and for one week in December. HatchTech has the right to postpone the performance of any Contract during these periods.
- 14.5 The Contract terminates and supersedes any and all previous agreements between Parties hereto, whether made orally or in writing, with respect to the subject matter thereof.
- 14.6 The Parties agree that, at all times in connection with and throughout the course of the Contract and thereafter, they will comply with and that they will take reasonable measures to ensure that their subcontractors, agents or other third parties, subject to their control or determining influence, will comply with Part I of the ICC Rules on Combating Corruption 2011, which is hereby incorporated by reference into the Contract, as if written out in the Contract in full.
- 14.7 If the CARE Contract and/or the CARE Terms and Conditions are translated into another language, only the English text shall be binding and controlling for all matters relating to the meaning or interpretation of the CARE Contract and/or these CARE Terms and Conditions.

Article 15. Personal data

Pursuant to the General Data Protection Regulation of May 2016 on protection of personal data, HatchTech shall process personal data (any information relating to an identified or identifiable natural person) if the

processing is necessary for the performance of the Contract or any agreement with Buyer or in order to take steps at the request of Buyer prior to entering into an agreement. In other cases HatchTech shall obtain the consent of the physical persons whose information it processes and, therefore, Buyer and Buyer's representatives hereby consent to the processing of their personal data furnished within the scope specified in the Contract in connection with performance of the Contract. The personal data of Buyer and Buyer's representatives may be furnished by HatchTech to entities of HatchTech (i.e. entities of the HatchTech Group B.V. with the registered office in Veenendaal, the Netherlands), in purposes connected with the Contract and performance of other agreements concluded between HatchTech and Buyer. Moreover, the personal data of Buyer and of Buyer's representative may be furnished by HatchTech to entities cooperating with or providing services to HatchTech in purposes connected with the Contract and performance of other agreements concluded by HatchTech and its affiliated entities. HatchTech may transfer the personal data to countries outside the European Union. The controller of the personal information shall be HatchTech B.V. Buyer and Buyer's representatives shall be entitled to access to processed information, correct it and revoke the consent at any time. HatchTech shall be entitled to disclose the provisions of the Contract including the annexes and the information obtained from Buyer in connection with the Contract (including confidential information) to entities of HatchTech Group and entities cooperating with HatchTech (e.g. tax advisors, legal counsels, insurers, insurance brokers, auditors, including entities providing outsourced services, etc.). HatchTech shall obligate the cooperating entities (in agreements between HatchTech and the cooperating entities) to maintain confidentiality of the furnished confidential information obtained from Buyer. The Parties shall keep confidential the information on the enterprise of the other Party.

Article 16. Disputes and applicable law

16.1 The CARE Contract, including any resulting and/or related contracts and/or any other legal obligations arising from or related to the CARE Contract are governed by the substantive laws of the

Netherlands, with exclusion of the United Nations Convention on Contracts for the International Sales of Goods (Vienna, 1980).

16.2 All disputes arising out of or in connection with a CARE Contract will be resolved by the Amsterdam District Court following proceedings in English before the Chamber for International Commercial Matters ("Netherlands Commercial Court" or "NCC District Court"), to the exclusion of the jurisdiction of any other courts. An action for interim measures, including protective measures, available under Dutch law may be brought in the NCC's Court in Summary Proceedings (CSP) in proceedings in English. Any appeals against NCC or CSP judgments will be submitted to the Amsterdam Court of Appeal's Chamber for International Commercial Matters ("Netherlands Commercial Court of Appeal" or "NCCA").

Section B. Special Provisions For Training

Section B applies when Training is part of the CARE Contract.

Article 17. Training

17.1 HatchTech will commence Training according to the CARE Contract and after Buyer has fulfilled all its (down)-payment obligations concerning the Training towards HatchTech.

17.2 HatchTech will notify Buyer within ultimately fourteen (14) calendar days before Training will start and where it will take place. Buyer shall arrange for Buyer's account that Buyer's personnel shall timely be at the premises of HatchTech or at the Site of Buyer to commence training.

17.3 Unless otherwise expressly agreed, all Training material will be drawn up in the English language, and Training will also be given in the English language. Costs for language translation are on the account of Buyer. HatchTech is not liable for all direct and indirect (consequential) damage as a result of errors in the translation.

17.4 The information in all Training material is for training purposes only and is not intended as a substitute for consultancy or advice. Training is in no way to be construed as counselling or any type of management. HatchTech will not guarantee any production results after Training is executed.

- 17.5 All Training material, like handouts and manuals, provided by HatchTech to Buyer or personnel of Buyer, are the intellectual property of HatchTech and shall not be copied or disclosed to third parties.
- 17.6 For Training in the Netherlands, Buyer will arrange for travel to the Netherlands, daily allowance, travel insurance and medical insurance for his personnel. The Training includes:
- 17.6.1 stay in a 3 star hotel close to the location(s) of Training including breakfast, lunch and dinner within the Training days;
 - 17.6.2 daily transportation between hotel and location of Training;
 - 17.6.3 at request of Buyer, HatchTech will make official invitations for personnel of Buyer to apply for visa.
- 17.7 For Training at Buyer's facilities:
- 17.7.1 Buyer will arrange for transportation from the airport to a hotel close to Buyer's facilities;
 - 17.7.2 Buyer will arrange for transportation between hotel and Training location;
 - 17.7.3 costs for (international) travel, airplane tickets, travel hours, boarding and lodging will be for Buyer;
 - 17.7.4 costs for travel insurance, medical insurance, daily allowance and salary of personnel of HatchTech will be for HatchTech;
 - 17.7.5 Buyer will ensure a safe working environment in compliance with applicable law.
- 17.8 HatchTech cannot be held liable for personal injuries or death or any material damages or damages to Buyer's Goods, Services or products whatsoever.

Section C. Special Provisions For Services

Section C applies when Services is part of the CARE Contract.

Article 18. Services

- 18.1 HatchTech will commence Services in accordance with the CARE Contract, but only regarding the Goods and/or Services delivered by HatchTech.
- 18.2 Buyer is entitled to contact HatchTech for Services in emergency situations or technical complications that may be immediately life threatening for

products in Goods/Services. In such cases, HatchTech will invoice costs for Services against normal commercial rates, which HatchTech will make known to Buyer at Buyer's request. Article 18.3 (Services) applies.

- 18.3 When Service is part of the Contract, unless otherwise expressly is agreed, the costs of transport, (international) travel, airplane tickets, travel hours, boarding, lodging and taxes and/or duties are not included in the Contract and are on the account of Buyer.
- 18.4 To use the remote service of HatchTech, Buyer must provide a secure internet connection to the equipment.
- 18.5 HatchTech shall perform the Services with care and make qualified employees available to this end.
- 18.6 HatchTech may assume that Buyer's personnel issuing the instruction for Services or additional Services are authorized to do so.
- 18.7 HatchTech takes no responsibility for the suitability and reliability of designs, drawings, guidelines, materials and so on prescribed or provided by Buyer or on his instruction.
- 18.8 Unless explicitly agreed otherwise, Services will be performed by HatchTech under the responsibility of Buyer with the use of the expertise and assistance of HatchTech.
- 18.9 Instructions for additional work, in verbal or in writing, give HatchTech the right to additional payment. The same applies to additional work that is in the opinion of HatchTech required for carrying out the Services.

Article 19. Acceptance of Services

- 19.1 When the Services agreed have been completed in the opinion of HatchTech, Buyer shall be informed accordingly in oral or written form (by sending a report or evaluating documents). Buyer shall notify HatchTech immediately whether the Services are accepted or not.
- 19.2 The Services will be deemed accepted if Buyer does not report in writing on the notice within seven (7) Calendar Days. Services will in any event be deemed accepted the moment Buyer puts the Services into functional operation. A defect that does not seriously impede the use thereof does

not form grounds for non-acceptance nor does it diminish the obligation of HatchTech to rectify such defect.

- 19.3 HatchTech makes no warranty - express or implied - to the Services provided, except as specifically provided in Article 9 (Liability warranty) of these CARE Terms and Conditions.
- 19.4 It is expressly agreed that HatchTech shall have no liability for any damage or loss arising out or resulting from, or caused in whole or in part by carrying out the Services.