

GENERAL TERMS AND CONDITIONS WSOLVE B.V.

These General Terms and Conditions apply to all (sales) agreements (“**Agreement(s)**”) between WSolve (“**Seller**”) and “**Buyer**”, as indicated on the written underacceptance(s), involving the sale and delivery of goods and services by Seller to Buyer, as described in the written quote and/or order (“**Offer**”).

1. Applicability. Buyer accepts these General Terms and Conditions by means of a written acceptance of the Offer, which is accompanied by these General Terms and Conditions, from Seller. This acceptance is inclusive of Seller's warranty and liability limitations and Buyer's assumption of risk, irrespective of any contradictory and/or of declarations not included in these Terms and Conditions. With this acceptance, Buyer expressly waives the applicability and invocation of its own General Terms and Conditions in the broadest sense of the word.

2. Entire Agreement. Unless expressly agreed otherwise in writing between Buyer and Seller, (i) the entire Agreement between the two shall comprise these Terms and Conditions, together with Seller's written quotation, order and acceptance, (ii) no amendment, addition or modification of these Terms and Conditions of Sale binding upon Seller, and (iii) Seller shall have no obligation to accept any notice of cancellation, modification, suspension and/or discontinuation of work or other such notices or orders by Buyer. Seller hereby expressly rejects and rejects any and all general and/or specific terms and conditions of purchase or any additional, different or inconsistent terms or conditions or provisions required or offered by Buyer at any time, irrespective of Seller's acceptance of payment, delivery of the product, performance hereunder and/or the receipt or acknowledgment of receipt of such terms. Notwithstanding the generality of the foregoing, these General Terms and Conditions may in no way be construed as superseding and/or replacing obligations entered into by Buyer for the benefit of Seller in any confidentiality or non-disclosure agreement.

3. Delivery. Unless expressly agreed otherwise in writing and in a legally valid manner between the Buyer and the Seller, the delivery of the Seller is ex works (Incoterms): the liability of the Seller ends upon delivery to the originally agreed carrier. Unless specified in the corresponding shipment/shipping agreement, Buyer shall, as a condition precedent to delivery, notify Seller in writing of quantity, desired delivery date and shipping instructions. Seller is not obliged to deliver, unless and until delivery times have been agreed. If Buyer does not provide timely or sufficient information about the delivery, shipment and/or quantity, Seller is never responsible for the non-delivery and/or any delay in delivery. Seller will make every effort to comply with the specified delivery time. Delays do not in any way entitle Buyer to cancel an order, terminate this Agreement and/or pursue any other remedy. For all purposes, the quantity and quality of the products shall be determined by Seller at Seller's premises and such determination shall be accepted by Buyer as conclusive evidence of the quantity and quality of the products. Buyer or its duly authorized representatives shall be entitled to be present at such determination, provided Seller has been given timely notice of Buyer's intention to do so. The Seller may deviate from the agreed quantities by a maximum of 5% (in words: five percent) and the amount to be paid by the Buyer will be adjusted accordingly.

4. Prices, Taxes and Charges. All prices are ex works at Seller's place of business, as specified in these Terms and Conditions and include Seller's standard packaging. Unless expressly agreed otherwise in writing between Buyer and Seller, (i) Seller is bound to change all prices without notice and (ii) all prices are exclusive of sales, excise and/or use taxes and all other charges, whether or

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not are of a general or special nature, applicable to the products or transaction resulting from the Offer, (iii) all such taxes are the obligation of the Buyer and (iv) all prices are also excluded from all shipping and, export, import - and other duties, tariffs, customs charges or similar charges.

5. Payment. Unless expressly agreed otherwise in writing between Buyer and Seller, payment for each shipment of products must be received by Seller within 15 (in words: fifteen) days after the invoice date ("**Due Date**"), without any discount, deduction or set-off by Buyer is permitted. Seller reserves the right, among other rights and remedies, to cancel or suspend further deliveries and/or terminate any Agreement with Buyer if Buyer fails to make payment on time. Payment must be made by means of a bank transfer to a bank account number designated by the Seller. Without prejudice to any other right or remedy available to Seller, Buyer shall pay interest to Seller on all amounts due and payable, up to a maximum of 1.5% (in words: one and a half percent) per calendar month or the highest rate permitted by applicable law, if any payment owed by it is not received by the Seller on the Due Date. Seller shall have the right, at its sole discretion, to confirm Buyer's financial condition and creditworthiness from time to time. If Seller determines in its sole discretion that Buyer's financial condition is not sufficient to meet Buyer's obligations, Seller may require security for payment, impose different payment terms and/or terminate this agreement.

6. Retention of Title/Risk of Loss. (a) In the case of a purchase agreement between Seller and Buyer, the legal ownership of all products shall remain with Seller until Buyer has paid the full purchase price to Seller. In the event of late or incomplete payment, the Buyer is obliged to return the products to the Seller upon request, under the Seller's conditions and at its own expense. If the Buyer fails to return the products to the Seller in a timely manner, the Seller is entitled, without prejudice to any other rights and remedies, to take back the products without service, notice of default or judicial intervention. As long as Seller retains legal ownership to the products, Buyer is prohibited from selling or transferring possession of the products. From the moment the Seller delivers the products to the Buyer, all risks of loss or damage to the products are borne by the Buyer. **(b)** In the case of an operational lease agreement between Seller and Buyer, the legal and beneficial ownership of all products remains with Seller at all times, unless expressly agreed otherwise in writing and legally between Buyer and Seller. **(c)** In the case of a provision of services by Seller to Buyer, such as, but not limited to, giving advice and presentations, both legal and beneficial ownership of all materials used remains with Seller at all times, unless expressly agreed otherwise in writing between Buyer and Seller.

7. Default by Buyer. Seller reserves the right to terminate the Agreement for default in whole or in part if (i) Buyer fails to timely comply with the requirements set forth therein, (ii) Buyer becomes insolvent, suspends any of its operations and/or a petition has been filed by or against Buyer and/or proceedings have commenced with respect to bankruptcy, reorganization, receivership or assignment for the benefit of creditors, or will occur in the foreseeable future. Such termination shall be without liability on the part of Seller and Buyer shall be liable to Seller for damages caused by or resulting from the default.

8. Warranty. Seller warrants only that the products will conform to Buyer's standard product specifications on the date of delivery by Seller to Buyer's agreed carrier. Seller has the right to change these specifications from time to time at its sole discretion. Unless otherwise expressly agreed upon in writing between Buyer and Seller, Seller makes no warranty, express or implied, with respect to the products sold, including, without limiting the generality of the foregoing, warranties of merchantability, warranties of suitability or fitness for a specific purpose, or guarantees with regard to the processing possibilities, properties or possible applications of the products. Without limiting the foregoing, Seller does not assume any other obligation in connection

with the Products or the sale of the Products, nor does it authorize anyone to assume on its behalf. The warranty in this section expressly does not apply to products that after delivery by Buyer (i) have been modified or altered, (ii) have been subjected to misuse, negligence or accident, or (iii) have been used in a manner not consistent with Seller's instructions or recommendations.

9. Product Returns and Seller Liability. The products of the Agreement are deemed to have been accepted by the Buyer. Unless Seller is notified in writing within 14 (in words: fourteen) days of the date of delivery of a claim by Seller in respect of the products in question, Buyer shall be deemed to have waived any claim with respect to the products in question, Buyer's rights and Seller's liability in connection with any failure of the products to meet Seller's warranty hereunder are strictly limited to either a replacement of such products or a refund of the purchase price related thereto, at Seller's sole discretion. No products may be returned by Buyer to Seller without written permission from Seller. Solely in the event of an obligation accepted by Seller under Section 8 ("**Warranty**"), Seller shall in no event be liable for any loss, cost of repair, incidental or consequential damages of any kind, whether based on a contract, agreement, tort or otherwise, arising out of any connection with the design, manufacture, sale, use or repair of the products, whether alone or in combination with other products or materials, or in connection with the underlying sales agreement. In no event shall Seller be liable for any loss or damage of any kind arising directly or indirectly out of or in connection with Buyer's use, processing, sale or distribution of the products, and Buyer shall indemnify, protect and indemnify against any claim for such loss or damage. Except to the extent that any loss or damage is solely and directly due to the willful misconduct and gross negligence of Seller, Buyer agrees (i) to indemnify, defend and hold harmless Seller and its officers, employees, agents and assigns from any and all costs, losses, expenses, damages, claims, litigation and/or any liability whatsoever, including attorneys' fees, which would result from any act or omission of Buyer, its agents, employees or subcontractors, including but not limited to claims or damage resulting from the death of or injury to any person or damage to property, and (ii) in bringing any suit or claim to Buyer, to defend at Buyer's expense. The foregoing indemnity applies whether death, injury or damage is caused by any Buyer's concurrent negligence. Seller shall never be liable for any indirect, special, consequential or punitive damages. In the event that Seller's products do not meet the requirements that Buyer may reasonably expect, Seller's liability shall be limited to the amount of the present sale price.

10. Force majeure. Seller shall not be liable to Buyer for any loss or damage arising from the non-performance or late performance of any obligation caused by force majeure. For the purposes of any Agreement between Buyer and Seller, Force Majeure means any circumstances beyond Seller's reasonable control that affect its ability to manufacture, procure, sell or deliver the products in the manner provided herein. These circumstances include, but are by no means limited to, circumstances such as compliance with an order, request or action of any governmental, port, local or other competent authority - or any person claiming to represent any of them -, wars, hostilities, public disorder, sabotage, pandemics, strikes, lockouts, labor or employment problems, supplier shortcomings, fire, accidents, equipment failures or other causes, whether or not similar to any of the foregoing, beyond Seller's control, resulting in such case, in any interruption of the delivery of, or in the unavailability of the products, raw materials or any means or facilities for the production, manufacture, storage, transportation, distribution or delivery of the products, which, without such force majeure, would normally be available. In the event of Force Majeure, Seller shall have no obligation to remove such cause or to provide an alternative to the affected supply source, facility or other element, if this entails additional costs or deviates from normal Seller's practices. Only if it has been expressly agreed in writing between the Seller and the Buyer in a legally valid manner is the Seller obliged to supplement the quantities supplied in the event of force majeure up to the agreed quota and/or to extend the term of the agreement due to an effect of this provision. If

one or more of the events referred to in this article has occurred, Seller shall have the right, in its sole discretion, in such manner as it deems reasonable, to allocate and distribute the quantities of product available to Seller among all of its customers and its own needs.

11. Patents. Seller's sale of products to Buyer shall not, by implication or otherwise, transfer any license under any patent relating to the products or compositions thereof. Seller expressly disclaims all warranties of patents or intellectual property. Buyer expressly assumes all risks of patent infringement from use or sale of the products, alone or in combination with other materials, or in any processing, manufacturing or other operation.

12. Settlement. Seller has the right to set off any and all claims against Buyer against all amounts payable to the Buyer. For the purposes of this section, the definition of both Seller and Buyer also includes all of its parent companies, subsidiaries and affiliated entities.

13. Applicable Law/Jurisdiction. Buyer and Seller acknowledge that its Agreement(s) is/are deemed (i) to have been concluded under good business practice and (ii) to be performed in whole or in part in the Netherlands. Buyer and Seller accordingly determine that (i) its Agreement(s) shall be governed by and construed exclusively in accordance with the laws of the Netherlands and (ii) any claim related to or arising out of its Agreement(s) shall be solely and exclusively may be set in the Netherlands. Buyer and Seller each consent to the jurisdiction of any court of competent jurisdiction in the Netherlands and waive any objection and/or appeal against such jurisdiction over any claim relating to or arising out of its Agreement(s) .

14. Seperability. These Terms and Conditions are considered seperable; if any portion or portions of these Terms and Conditions are declared invalid, the remainder of these Terms and Conditions shall remain in full force and effect.