

## General Terms and Conditions We4Ce

### ARTICLE 1 – DEFINITIONS

In these General Terms and Conditions (hereinafter referred to as: the 'GTC'), the following terms shall have the following meaning:

- A. Affiliates: any entity, individual, firm, or corporation, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control of a party;
- B. Agreement: the specific written sales and/or service contract or acknowledgment of order, with appendices, between We4Ce and Customer, including these GTC, which form an integral part thereof;
- C. Contract Price: the price to be paid to We4Ce in connection with the Delivery of Goods and/or the provision of Services under the Agreement;
- D. Customer: the party with whom We4Ce entered into an Agreement;
- E. Delivery: the Delivery of the Goods, as agreed between Parties in accordance with the Agreement;
- F. Goods: any goods We4Ce has undertaken to supply, including software and/or hardware, spare parts, certificates and/or documentation required for proper performance, engineering report(s), documentation and drawings;
- G. Intent or Willful Recklessness: intent or willful recklessness of We4Ce, its organs, its managers, and/or other managerial or executive employees, including the applicability of article 7:762 Dutch Civil Code;
- H. Party/Parties: Customer and We4Ce may be referred to in this GTC individually as Party and collectively as Parties;
- I. Performance: the provision of Services and/or the supply of Goods by We4Ce;
- J. Personnel: all personnel either directly or indirectly employed or hired by We4Ce, including Representatives of We4Ce;
- K. Project: the project as described in the Agreement;
- L. Project Milestone: an event or task described in the Agreement which shall be completed by the relevant date set forth in the Agreement;
- M. Representatives: all employees, agents, consultants and Affiliates of a party;
- N. Services: any professional or other services to be provided by We4Ce as described in more detail in an Agreement and/or offer. Services include among others any services like commissioning, technical assistance, inspection, advice, repair and/or maintenance that We4Ce has undertaken to provide, whether or not subsidiary to Delivery of Goods and regardless of their appellation. Services also include the Delivery of Goods;
- O. Supplier: We4Ce B.V., a private company with limited liability, with its office located at Twentepoort Oost 53a, 7609 RG Almelo, the Netherlands, hereinafter referred to as: 'We4Ce';
- P. 'In Writing': means by letter, or by e-mail.

### ARTICLE 2 – GENERAL

- 2.1. These GTC, together with the terms of quotation or proposal attached to these GTC and any other documents referred to these GTC apply to all Services and Delivery of Goods by We4Ce to Customer.
- 2.2. We4Ce's offers are without engagement.
- 2.3. Customer shall be deemed to have accepted the GTC upon the first to occur of Customer doing any of the following: (i) signing and returning to We4Ce (a copy of) any offer; (ii) paying for all or any part of the agreed Services/Delivered Goods; or (iii) indicating in some other manner Customer's acceptance of the GTC.
- 2.4. Customer's acceptance is expressly limited to the terms of the GTC and these GTC exclusively governs the engagement between Parties and the provision of Services and/or Delivery of Goods by We4Ce. We4Ce expressly supersedes and excludes any terms and conditions set forth in any purchase order by Customer or any other document issued or deemed to be issued by Customer to We4Ce (including, without limitation, Customer's general terms and conditions or purchase), each of which are expressly rejected. Any additional or different terms proposed by Customer, whether in Customer's purchase or otherwise, or any attempt by Customer to vary the terms of the GTC in any way, are expressly rejected by We4Ce, are not part of the GTC and do not apply to the Delivery or sale of Services and/or Goods, and are not binding on We4Ce without the express prior written acceptance of such terms by We4Ce's authorized Representative.
- 2.5. The Agreement replaces all prior oral and written agreements with respect to the subject matter of the Agreement.
- 2.6. We4Ce shall be entitled to subcontract or assign any part of its rights and obligations out of the Agreement.
- 2.7. Terms in these GTC refer to Dutch legal concepts only (as in some cases referred to in the Dutch language between brackets in italics) and shall be interpreted accordingly. The use of these or similar terms in any other jurisdiction shall be disregarded.
- 2.8. If any stipulation of this Agreement and/or the GTC should be invalid, the rest of the Agreement and/or the GTC will remain in force. If the invalid stipulation is a key stipulation, Customer and We4Ce will agree on a new stipulation that approaches the parties' intention as closely as possible. If the stipulation is not a key stipulation, Customer will determine a new stipulation, the purport of which will be as close as possible to that of the invalid stipulation.
- 2.9. In the event of a conflict between these GTC and the Agreement between Parties, the provisions of the Agreement will prevail.

### ARTICLE 3 – TECHNICAL AND STORAGE ASSISTANCE

- 3.1. In case the Performance takes place at the premises of Customer, Customer shall take all measures prescribed by law and/or any other reasonable measures necessary for the prevention of accidents at his premises. Customer shall inform We4Ce at least 7 days before commencement of any work in writing of the valid safety precautions and shall ensure that his personnel responsible for safety matters is present during the times that Performance is to take place. We4Ce is entitled to refuse or suspend Performance if the safety of his Personnel is not sufficiently guaranteed.

☎ **We4Ce B.V.** Twentepoort Oost 53A 7609 RG Almelo -The Netherlands ☎ Phone +31 (0)546 452 722

☎ E-mail [finance@we4ce.eu](mailto:finance@we4ce.eu) ☎ Internet [www.we4ce.eu](http://www.we4ce.eu) ☎ IBAN NL17RABO0114435014 ☎ BIC RABONL2U

☎ VAT nr. NL-8199.30.441.B01 ☎ Chamber of Commerce 08181761

- 3.2. In addition to article 3.1., Customer shall, at no charge, provide We4Ce with all assistance We4Ce reasonably requires.
- 3.3. Customer shall at all times bear responsibility for the storage of all Goods delivered, including spare parts and other materials. Goods lost or damaged during storage shall be replaced or repaired at the expense of Customer.

#### ARTICLE 4 – DOCUMENTATION

- 4.1. Customer warrants that all documents and licenses required in connection with the services and/or Goods as mentioned in the Agreement shall be available before the start of the activities as agreed upon in the Agreement.
- 4.2. Customer shall, at no charge, provide We4Ce timely with any information reasonably required in connection with the Agreement.
- 4.3. Customer shall keep any information received from We4Ce strictly confidential, and shall use such information solely for the proper performance of the Agreement. All information provided by We4Ce shall be returned by Customer to We4Ce on We4Ce's first request.

#### ARTICLE 5 – INTELLECTUAL PROPERTY RIGHTS

- 5.1. All intellectual property rights, including but not limited to, all drawings, designs, (technical) documentation, and software, (hereafter jointly referred to as: the 'IP-Rights'), which come to the knowledge of Customer during the Agreement, will at all times remain vested in and exclusively the property of We4Ce and will be returned to We4Ce upon first request or immediately upon fulfilment of the contractual obligations of both Customer and We4Ce.
- 5.2. All IP-rights produced or developed by or on behalf of Customer for or during the Contract, are hereby transferred and assigned to We4Ce which transfer and assignment We4Ce hereby accepts. Customer shall at first request of We4Ce perform any act, if any, required by the applicable law to conclude full transfer of the IP-rights to We4Ce, including signing additional documents.
- 5.3. In the event parties decide to deviate from the terms and conditions as laid down in the articles 5.1. and 5.2., and agree in writing that the IP-rights or any part thereof will be transferred and assigned to Customer, Customer herewith grants or, if such granting cannot be achieved by means of these GTC, shall be obliged to grant We4Ce a perpetual, world-wide, exclusive, royalty-free, non-restrictive and non-transferable license for the use, including but not limited to exploitation, publication and copying, of the IP-rights or any part thereof.

#### ARTICLE 6 – TIMES OF PERFORMANCE

- 6.1. Time(s) or periods of Performance shall be stated in the Agreement. Any time or period of Performance that differs from the Agreement shall only be binding if they have been agreed upon by We4Ce in writing. If Performance is to take place during a specific and fixed period of time by the expiry of which Performance is deemed to be completed, any such period will not commence until all contractual obligations of Customer have been met, all payments due have been made, security desired by We4Ce has been put up and/or any other preconditions have been fulfilled.
- 6.2. In case the Agreement does not specify the time of Performance, such time shall be determined by We4Ce at its discretion after consulting Customer. However, as far as the Agreement sees to the provision of Services, the date of Performance mentioned in the Agreement shall be an estimate only. We4Ce shall make every reasonable effort to effect Performance at the said date.

#### ARTICLE 7 – DELAY IN PERFORMANCE

- 7.1. Delivery times and dates shall be binding only if agreed upon in writing and provided that the extent of the Delivery of Goods and/or the Delivery of Services is adequately and clearly defined in writing.
- 7.2. If Performance is delayed due to (i) any act or omission of Customer or (ii) Customer failing to perform any of the obligations mentioned in article 3 of these GTC, We4Ce is entitled to extend the time of Performance with a reasonable period which is at least equal to the additional period of time caused by such delay. Furthermore, it is expressly agreed that We4Ce shall have the right to extend the time of Performance in the event that (i) We4Ce has not received the advance payment (or another contractual payment) as stipulated in the Agreement, or (ii) Customer has not provided all required documents and/or licenses as stated in article 4.
- 7.3. Any additional costs arising from delay which is attributable to Customer, shall be borne by Customer.
- 7.4. In case We4Ce fails to Perform in time due to reasons solely attributable to We4Ce, a grace period of two weeks shall apply. Thereafter, Customer shall be entitled to claim liquidated damages of 0,5% for each completed week of delay, calculated on the value of the delayed Goods and/or Services. Liquidated damages shall in no case exceed 5% of the value of the delayed Goods and/or Services. Liquidated damages shall only be due if Customer proves that the delay caused damage and if Customer can substantiate the amount of the loss suffered. Liquidated damages shall be Customer's sole and exclusive remedy for damages and/or losses incurred as a result of delay in Performance, except in case of Intent or Willful Recklessness, We4Ce shall not be liable on whatever legal ground for any direct, indirect or consequential losses, damages or expenses of whatever nature incurred by Customer by reason of any delay in Performance.
- 7.5. Should the situation described in Article 7.4. of these GTC with regards to delayed Goods continue in excess of a period of 6 (six) consecutive months, Customer shall be entitled to terminate the Agreement on expiry of that period.
- 7.6. Should the situation described in Article 7.4 of these GTC with regards to delayed Services continue in excess of a period of 12 (twelve) consecutive months, Customer shall be entitled to terminate the Agreement on expiry of that period.

#### ARTICLE 8 – FORCE MAJEURE

- 8.1. In the event of force majeure within the meaning of Section 6:75 of the Dutch Civil Code on We4Ce's side, We4Ce may suspend compliance with its obligations under the Agreement, provided that We4Ce informs Customer of this within twenty-four (24) hours of the circumstance resulting in the force majeure, in writing, stating the cause of the force majeure and the period of time the occurrence is expected to continue. Customer will be authorized to terminate the Agreement, in writing, within eight (8) days of receipt of the relevant notice, without this resulting in a right to compensation, or to consult with We4Ce in order to agree on a term for which Parties will suspend compliance with the agreed obligations to await a potential end to the force majeure situation.

- 8.2. Force majeure events include, without limitation, events beyond the affected Party's reasonable control, such as:
- Flood, fire or explosion;
  - War, invasion, riot or other civil unrest;
  - Actions, embargoes or blockades in effect on or after the date of the Agreement;
  - National or regional emergency;
  - Strikes, labor stoppages or slowdowns or other industrial disturbances;
  - Compliance with any law or governmental order, rule, regulation or direction, or any action taken by a governmental or public authority, including but not limited to imposing an embargo, export or import restriction, quota or other restriction or prohibition, or failing to grant a necessary license or consent;
  - global pandemics, including governmental measures; or
  - any other event which is beyond the reasonable control of such Party.
- 8.3. If the force majeure situation has lasted two (2) months, or if it is clear at the start of the force majeure situation that it will last longer than two (2) months, Customer will be authorized to terminate the Agreement in writing, without any judicial intervention being required, in full or in part, without this resulting in Customer being liable to pay any compensation.
- 8.4. Insofar as this can reasonably be expected, We4Ce undertakes to remedy any cause of force majeure, or have such cause remedied, as soon as possible.
- 8.5. Force majeure will in any case not include: a lack of Personnel, strikes of Personnel, illness of Personnel, a shortage in raw materials, transport problems, delayed supply, traffic issues, power failures or ICT failures or unsuitability of goods used in the performance of the work, liquidity or solvency problems on the part of We4Ce or default on the part of third parties engaged by it.
- 8.6. Except in case of Intent or Willful Recklessness, We4Ce shall not be liable on whatever legal ground for any direct, indirect or consequential losses, damages or expenses of whatever nature incurred by Customer by reason of any Force Majeure.

#### ARTICLE 9 – SPECIAL PROVISIONS FOR DELIVERY OF GOODS

- 9.1. Customer shall have no right to reject or refuse Delivery or acceptance of Goods due to minor defects which do not prevent the normal operation of the Goods, provided that We4Ce agrees to remedy such defects after the Delivery of the Goods, in compliance with the Agreement.
- 9.2. In the event that dispatch or collection of the Goods at the designated place of delivery is delayed for reasons beyond We4Ce's control, We4Ce shall be entitled to store the Goods at the expense of Customer in a warehouse at We4Ce's choice. Upon storage, Delivery shall be deemed completed and the risk for the goods shall transfer to Customer accordingly.
- 9.3. Unless otherwise agreed upon, We4Ce shall be permitted to deliver the Goods in partial shipments. Each shipment may be invoiced separately, in which case Customer shall pay the separate invoices as part of the total Contract Price.

#### ARTICLE 10 – SPECIAL PROVISIONS FOR THE PROVISION OF SERVICES

- 10.1. Unless expressly otherwise agreed upon in the Agreement, Services shall be provided during a working week which shall be in accordance with normal industry practice. A working day is deemed to be a man-day with a maximum of 10 hours.
- 10.2. Hours worked outside these normal working hours, on Saturday, on Sundays or on local official holidays may be charged separately as overtime.
- 10.3. During Performance, We4Ce is entitled to replace the Personnel delegated by him by other qualified Personnel.
- 10.4. Any waiting time for which We4Ce is not responsible, will be charged to Customer as normal working time.
- 10.5. Objects and materials made available by Customer, will be taken in charge by We4Ce in accordance with the scope of agreements made for this purpose. The risk of accidental destruction or deterioration of these objects and materials shall remain with Customer; for damage to these objects and materials for which We4Ce is responsible, article 14 shall apply.

#### ARTICLE 11 – CONTRACT PRICE, EXPENSES AND PAYMENT TERMS

- 11.1. The Contract Price is always stated in EUROS, excluding VAT and other taxes and/or government levies payable.
- 11.2. Where Services are provided for a fixed price, the total fees for the Services shall be the amount set out in the Agreement. The total price shall be paid to We4Ce in accordance with the Agreement. We4Ce shall issue invoices to Customer for the fees that are then payable, together with a detailed breakdown of any expenses incurred in accordance with article 11.3.
- 11.3. Customer agrees to reimburse We4Ce for all reasonable travel and out-of-pocket expenses incurred by We4Ce in connection with the performance of the Services, if not specified otherwise in the Agreement.
- 11.4. Offsetting of amounts with counterclaims is only permitted with such claims arising from the same contractual relationship that have been stated or are imminent to be stated by a non-appealable court decision, or which are undisputed by We4Ce.
- 11.5. We4Ce shall issue invoices to Customer in accordance with the Agreement. Unless otherwise stated on We4Ce's invoices, Customer shall pay all properly invoiced amounts due to We4Ce within 30 (thirty) days after Customer's receipt of such invoice. All payments hereunder shall be made by bank transfer. Payment to We4Ce of the fees and expenses pursuant to this article shall constitute payment in full for the Performance of the Services.
- 11.6. In the event of a late payment, We4Ce is entitled to charge a default interest towards Customer of 8 (eight) percentage points. We4Ce's right to claim a higher damage caused by the default is not limited thereby.
- 11.7. Upon reasonable request of We4Ce, Customer shall provide sufficient security for the total Contract Price. If Customer does not meet any such request of We4Ce, We4Ce shall have the right to wholly or partially terminate or suspend the Agreement by a written notification to Customer.
- 11.8. Any objections of whatever kind to invoices amount shall be submitted to We4Ce in writing within 14 (fourteen) days of the date of the invoice, failing which the invoices amount shall be deemed to have been accepted by Customer.
- 11.9. If Customer fails to perform any of the above payment obligations (with exception of late payment, see article 11.6), Customer shall pay to We4Ce interest on the amount overdue at 0,75 percent per month or part of a month. In addition We4Ce may, after having notified Customer in writing, suspend Performance until payment in full is received with respect to the Agreement and/or the above payment terms. All the extra-

☎ We4Ce B.V. Twentepoort Oost 53A 7609 RG Almelo - The Netherlands ☎ Phone +31 (0)546 452 722

☎ E-mail [finance@we4ce.eu](mailto:finance@we4ce.eu) ☎ Internet [www.we4ce.eu](http://www.we4ce.eu) ☎ IBAN NL17RABO0114435014 ☎ BIC RABONL2U

☎ VAT nr. NL-8199.30.441.B01 ☎ Chamber of Commerce 08181761

judicial and judicial costs of debt collection incurred by We4Ce shall be for Customer's account, whereby a minimum of 8 per cent of the outstanding amount shall be payable by Customer.

#### ARTICLE 12 – ADDITIONAL WORK AND COST-INCREASING CIRCUMSTANCES

- 12.1. Additional work (Dutch: Meerwerk) occurs (i.a.) when (i) We4Ce is required to perform more work and/or render a higher Performance for the provision of the Goods and/or Services than agreed between We4Ce and Customer on entering into the Agreement, (ii) additional or other materials are required than those agreed on with Customer on entering into the Agreement, (iii) changes are made to the specifications, whether or not tacitly (changes to the specifications, the work or the conditions for the execution of the work) or (iv) if ensuing from these GTC.
- 12.2. Additional work can also occur if so agreed between We4Ce and Customer in a separate additional work order or if We4Ce performs such additional work at the request of, or with the prior consent of Customer. Additional work can furthermore occur if the agreed Performance is expanded or adjusted due to an action or omission on the part of Customer. We4Ce is never required to comply with a request for additional work by Customer. In the absence of an explicit agreement between We4Ce and Customer for additional work or for additional work otherwise authorized by We4Ce, We4Ce retains the right to Performance in accordance with what was initially agreed with Customer on entering into the Agreement.
- 12.3. Additional work is paid for by Customer in accordance with the customary fees applied by We4Ce, the payment of which Customer is required to make to We4Ce prior to the execution of that work, unless otherwise agreed between We4Ce and Customer.
- 12.4. Should, for whatever reason, one or more cost-increasing circumstances (Dutch: Kostprijs verhogende omstandigheden) occur after the formation of the Agreement for which We4Ce is not exclusively and fully accountable, We4Ce shall be entitled to increase the Contract Price accordingly to the cost-increasing circumstance(s) in question, even if such cost increase(s) ensue(s) from (a) foreseeable circumstance(s). Cost-increasing circumstances are compensated by Customer in accordance with the customary fees applied by We4Ce.
- 12.5. All consequences of additional work and of cost-increasing circumstances, whether relating to (i) the time at or the period within which Performance is required, (ii) the Contract Price or (iii) otherwise, are always for the risk and account of Customer.
- 12.6. The fact that (a request for) additional work or cost-increasing circumstances occurs/occurs during the execution of the Agreement can never constitute a ground for Customer on which to terminate or otherwise end the Agreement.

#### ARTICLE 13 – WARRANTIES, DEFECTS IN QUALITY OR TITLE AND RETENTION OF TITLE, PLEDGE AND RIGHT OF RETENTION

- 13.1. The warranty period ends 12 ( twelve) months after the date on which the Goods have been taken into use.
- 13.2. No warranty shall be available for Goods other than Goods produced, supplied and/or installed by We4Ce.
- 13.3. We4Ce warrants Performance to the best of its abilities. Any additional warranty with respect thereto is explicitly excluded.
- 13.4. Claims by Customer for damage to the object(s) upon which the Services were performed, are governed by article 14 of these GTC.
- 13.5. In case the Goods or Services infringe any third party's intellectual property rights, We4Ce's sole obligation shall be to, at its discretion, either procure the right for Customer to continue to use the Goods, or to alter the Goods to make them non infringing.
- 13.6. The statutory claims of Customer in case of defects in quality or title shall be restricted or modified as follows:
- In case Customer is entitled to elimination of a defect, We4Ce may choose – considering Customer's justified interest – to fulfill its obligation by replacement or rework;
  - Claims based on defects shall be subject to a limitation period of 12 (twelve) months after the statutory commencement of the limitation period;
  - In case of Services to be provided, Customer is not allowed to eliminate the defect by himself and to claim reimbursement of expenses.
- 13.7. Damages claims are excluded for (i) spare parts or materials not manufactured by We4Ce (We4Ce's warranty claims, if any, against manufacturers or suppliers will be assigned to Customer), (ii) if Customer has failed to inspect the deliverables without undue delay with respect to its faultlessness and completeness and to give notice to We4Ce about any discovered defects without undue delay.
- 13.8. Until We4Ce's supplies and/or services are fully paid – including compensation for default, if any – We4Ce shall retain title to all goods delivered under the relevant Agreement. Retention of title is extended to all claims resulting from the business relationship whereby We4Ce commits itself, upon Customer's request, to release collaterals to the extent that its value exceeds any claims to be secured but not yet settled by more than 20%.
- 13.9. Customer shall not be allowed to sell, pledge and transfer as a security or otherwise dispose of the goods subjected to We4Ce's retention of title until We4Ce's prior written approval is obtained.
- 13.10. If the Goods subjected to We4Ce's retention of title are drawn up by third parties (e.g. by seizure), Customer shall advise third party about such retention of title and immediately inform We4Ce of such event.

#### ARTICLE 14 – LIABILITY AND INDEMNITY

- 14.1. The contractual liability and each guarantee obligation and obligation to rectify a shortcoming under article 13 of these GTC of We4Ce, is limited to compliance with the guarantee obligations stated in Article 13 of these GTC and does not extend to rectification of, or compensation for, any other or further material damage or property damage or immaterial and/or consequential damages or losses ensuing from such a shortcoming. All such damages are subject to the provisions of article 14.3 of these GTC.
- 14.2. Any other We4Ce's liability shall be strictly limited to (1) the amount of the Contract Price, calculated at an average use of manpower and facilities, or (2) the amount which is paid out under We4Ce's liability insurance policy, whichever is the lesser.
- 14.3. Save as otherwise provided in these GTC and except in case of Intent or Willful Recklessness, We4Ce shall not be responsible nor liable to Customer in contract, tort or on any other ground or legal theory, howsoever and whatever the cause thereof, for any direct, indirect, consequential or any other losses, damages, costs or expenses.
- 14.4. Every claim against We4Ce, except those which We4Ce has expressly acknowledged in writing, expires by the mere lapse of 12 (twelve) months after its arising.

☎ We4Ce B.V. Twentepoort Oost 53A 7609 RG Almelo -The Netherlands ☎ Phone +31 (0)546 452 722

☎ E-mail [finance@we4ce.eu](mailto:finance@we4ce.eu) ☎ Internet [www.we4ce.eu](http://www.we4ce.eu) ☎ IBAN NL17RABO0114435014 ☎ BIC RABONL2U

☎ VAT nr. NL-8199.30.441.B01 ☎ Chamber of Commerce 08181761



- 14.5. Customer hereby fully indemnifies (Dutch = vrijwaren) We4Ce and holds We4Ce harmless from and against any third party claim, such as, but not limited to, tax claims, civil claims, social security laws related claims and/or claims for damages -penalties, whether or not imposed by a government body or any party affiliated with the government, included- and/or from and against any other third party claim, insofar as these claims relate to the Agreement, future agreements and/or other contractual documents or shall be based upon the law and/or any other (legal) ground or theory.

#### ARTICLE 15 – SUSPENSION AND TERMINATION OF AGREEMENT

- 15.1. If Customer does not, not in time or not adequately fulfil one or more of its obligations or if there are good reasons to fear that Customer is or shall not be able to fulfil its contractual obligations towards We4Ce, or if Customer is declared bankrupt, requests (temporary) moratorium (Dutch: aanvragen surcéance van betaling) or proceeds to liquidate its business, as well as when its assets are attached in whole or in part, We4Ce to its sole discretion either has the right to suspend its performance under the Agreement or to rescind (Dutch: ontbinden) the Agreement in whole or in part by means of a written declaration and without prior notice of default, and always without prejudice to any rights to which We4Ce is entitled with respect to compensation for costs, damage and interest.
- 15.2. Customer is authorized to rescind only in the case referred to in article 7.5. of these GTC, and in such case only after payment to We4Ce of all amounts owed to We4Ce at that time, whether or not payable and including payments for all obligations entered into by We4Ce with third parties regarding the Performance at the moment of such rescission. Customer waives any and all other rights it has or might have to rescind (Dutch: ontbinden), terminate (Dutch: opzeggen), or annul (Dutch: vernietigen) the Agreement, be it in whole or partially and whether in court or extra-judicial, or to have the competent court change any of the effects of the agreement as stated in article 6:230 paragraph 2 Dutch Civil Code.

#### ARTICLE 16 – TRANSFER

We4Ce cannot transfer or pledge the rights and obligations arising from this Agreement in any way or any form.

#### ARTICLE 17 – APPLICABLE LAW AND JURISDICTION

- 17.1. The GTC and the Agreement shall be governed by the laws of the Netherlands.
- 17.2. The exclusive place of jurisdiction shall be We4Ce place of Business. We4Ce shall be entitled to institute legal proceedings at Customer's place of business or before any other court of competent jurisdiction under domestic or foreign law.
- 17.3. The provisions in article 17.1. and 17.2. can only be deviated from if a provision is included in the Agreement. A case of deviation is only allowed if the Rules of Arbitration of the International Chamber of Commerce Paris are followed.
- 17.4. Terms in these GTC refer to Dutch legal concepts only and shall be interpreted accordingly. The use of these or similar terms in any other jurisdiction shall be disregarded.