

GENERAL TERMS AND CONDITIONS FOR ASSIGNMENTS GIVEN TO FYTAGORAS B.V.

In these General Terms and Conditions for assignments to FYTAGORAS, FYTAGORAS is taken to mean the private company with limited liability Fytagoras B.V., having its registered office in Leiden and listed in the Commercial Register of the Chamber of Commerce under number 28110092.

These General Terms and Conditions have been laid down by FYTAGORAS and have been filed with the Chamber of Commerce and Industry for Leiden.

The client's general purchase conditions or other (general) conditions do not apply to the legal relationship between the client and FYTAGORAS and will be expressly rejected nevertheless.

Clause 1. Ambit of the assignment, offer

Clause 1.1

The ambit of the assignment will be determined by the description of the work included in the offer, including all of the changes that are incorporated at a later date and established in writing.

Clause 1.2

The agreement in respect of execution of the assignment will be effected through confirmation by the client of the offer submitted by FYTAGORAS.

If the client should not confirm the offer in any way and FYTAGORAS should nevertheless initiate the execution of the assignment with the client's consent, the content of the offer will then be taken as agreed. The agreement with all of its appendices contains all of the arrangements between the parties and replaces all other arrangements, undertakings and agreements in that regard between the parties, unless expressly agreed otherwise between the parties.

Clause 1.3

The offer will indicate the result of the assigned work: written advice, reports, models, software, etc.

Clause 1.4

Unless otherwise stated in the offer, FYTAGORAS will fulfil the offer within the course of one month following the offer (quotation) date.

Clause 1.5

Changes, supplements and/or extensions to the assignment, or any departures from the General Terms and Conditions will be binding only once agreed in writing between the parties and will relate only to the assignment for which they have been made.

Clause 1.6

The client will use the offer submitted by FYTAGORAS and the knowledge and ideas on the part of FYTAGORAS contained within it only for the purposes of evaluating its relevance to granting the assignment. The provisions in this clause apply equally to proposals for changing, supplementing and/or extending the assignment.

Clause 1.7

Unless expressly included in the offer, investigations conducted into the existence of third-party patent rights or into the possibility of patenting will not form part of the assignment.

Clause 2. Execution of the assignment, result

Clause 2.1

The assignment will be executed within the (estimated) period stated in the offer in consultation with the client, unless this should prove impossible. FYTAGORAS is obliged to consult with the client as soon as possible should there be a threat of exceeding this period. FYTAGORAS will not be in default *de jure* due to the mere lapse of this period.

Clause 2.2

On accepting the assignment, FYTAGORAS promises no more than to strive for a practicable result for the client through execution of the assigned work.

Clause 2.3

Should the assignment (also) involve the delivery of a corporeal object, FYTAGORAS will provide no guarantee other than that described in the offer in relation to the aforementioned corporeal object.

Clause 2.4

Should the assignment (also) relate to inspecting samples, the client will bear exclusive responsibility for the selection, representative nature, specification of codes, brand or product names of the samples to be inspected, as well as for placing these at the disposal of FYTAGORAS, except in cases in which it has been agreed that FYTAGORAS is to bear responsibility for the taking of samples.

Clause 2.5

FYTAGORAS is not obliged to commence work on the assignment before all of the materials or items to be placed by the client at the disposal of FYTAGORAS have actually been placed at the disposal of FYTAGORAS in the agreed format and quantity. In the event of any delay caused as a result of this, the period referred to in Clause 2.1 will be extended automatically.

Clause 2.6

The client will bear the risk of misunderstandings in respect of the content and execution of the agreement if, in reasonableness, these should be at the risk of the client and/or if they can be attributed to the non-receipt, incorrect receipt, late receipt or incomplete receipt by FYTAGORAS of specifications or other communications that have been made verbally, or by a person appointed by the client for that purpose, or else transmitted by means of any technical facility, such as by telephone, fax, email and similar transmission media.

Clause 2.7

FYTAGORAS will keep the client informed if there should appear in the assignment unequivocal shortcomings in the agreed investigative methods, working practices and other apparent particulars during execution of the assignment that FYTAGORAS believes to be of importance to the client.

Clause 3. Confidentiality

Clause 3.1

In the event that it should be so agreed when granting the assignment, FYTAGORAS promises to maintain confidentiality concerning the client's name throughout a period that will end, in principle, one year following the date of the final invoice for the assignment or one year following the date of the final report should its delivery precede this.

Clause 3.2

FYTAGORAS promises to maintain confidentiality concerning the results of the assignment, as furnished by FYTAGORAS to the client, except insofar as this concerns calculation methods, software and experimental working practices the development of which was not envisaged directly on giving the assignment. In the case of surveys, analyses, measurements or literary investigations, the obligation to

maintain confidentiality extends no further than the outcome of the survey, analysis, measurement or investigation.

Unless otherwise agreed when granting the assignment, the obligation on the part of FYTAGORAS to maintain confidentiality will continue for one year following the date of the final invoice or for one year following the date of the final report should its delivery precede this.

Clause 3.3

An obligation on the part of FYTAGORAS to maintain confidentiality applies with regard to client information with which FYTAGORAS becomes acquainted during the execution of the assignment and which the client classifies expressly as being confidential in nature.

This obligation to maintain confidentiality does not apply:

- to information that is already in the possession of FYTAGORAS at the time that the information is communicated to FYTAGORAS;
- to information that is and/or will become generally known, without this being as a result of any attributable action or negligence on the part of FYTAGORAS;
- to information obtained lawfully by FYTAGORAS either from a third party or from its own sources of knowledge, without use being made of the confidential information in any way whatsoever in that regard.

Clause 3.4

If misunderstandings have arisen as a result of the announcement by the client of the assignment's results, this will discharge FYTAGORAS from the obligation to maintain confidentiality to the extent required by FYTAGORAS in reasonableness in order to provide an explanation of the results to third parties.

Clause 3.5

The obligation on the part of FYTAGORAS to maintain confidentiality will not apply if and insofar as FYTAGORAS should establish grave danger to persons or goods. In such an instance, FYTAGORAS will enter into consultation with the client, if possible, prior to notification of the dangerous situation to those parties whose person or goods are threatened and/or to the competent authorities.

Clause 3.6

The client's consent is required prior to engaging third parties for execution of the assignment, if and insofar as a foreseeable risk should arise as a result of this in relation to confidentiality.

Clause 3.7

FYTAGORAS is obliged to refrain from accepting assignments from third parties that are within the ambit of the assignment throughout the execution of that assignment only if this has been agreed in writing on taking on the assignment.

Clause 4. Rights to results

Clause 4.1

The client has full and free right of use of the results of the assignment within the ambit of the assignment and as furnished by FYTAGORAS to the client; beyond this, further written arrangements will have to be made. This right on the part of the client is non-exclusive.

The results of the assignment are for private use and may not be used by third parties and/or by companies that have interests in the client and/or by companies in which the client has interests of its own without written consent on the part of FYTAGORAS, which can impose supplementary conditions.

Clause 4.2

Throughout the period in which FYTAGORAS is obliged to maintain confidentiality pursuant to Clause 3.2, FYTAGORAS will have the right to use the results of the assignment as referred to in Clause 4.1 exclusively for itself or for third parties in an anonymous (adapted) format.

Clause 4.3

On the expiry of the period in which FYTAGORAS is obliged to maintain confidentiality concerning the results pursuant to Clause 3.2, FYTAGORAS will have the right to use the rights as referred to in Clause 4.1 for the purpose of third parties and to have them used by third parties.

Clause 4.4

FYTAGORAS has the right to use the following for itself and/or to use the following for third parties and/or to have third parties use the following:

- a. the knowledge and experience present at FYTAGORAS on acceptance of the assignment;
- b. within and beyond the ambit of the assignment, the knowledge and experience acquired through execution of the assignment with the exception of the stipulations made in Clauses 3.2 and 4.2;
- c. calculation methods, software and experimental working practices to have arisen from execution of the assignment, insofar as their development was not envisaged directly when giving the assignment.

Clause 4.5

Without prejudice to the provisions in Clause 7.7, reports, drawings and other corporeal objects, which result from the work assigned in conformity with Clause 1.3, belong to and/or are the property of the client with the exception of copyrights held by FYTAGORAS.

Clause 5. Disclosure

Unless with the prior written consent of FYTAGORAS, the client will not be permitted:

- a. to reproduce and/or publish a report issued by FYTAGORAS either wholly or in part by means of printing or photocopying, as microfilm, in electronic format or in any way whatsoever, including storage in a retrieval system;
- b. to provide a report issued by FYTAGORAS for inspection outside of the circle of persons classed as having a direct interest, taking the ambit of the assignment into consideration;
- c. to use or allow the use of a report issued by FYTAGORAS either wholly or in part for the purpose of lodging claims, conducting legal proceedings, advertising or anti-advertising and for the purpose of recruitment in a more general sense;
- d. to use the name of FYTAGORAS in any connection whatsoever when publishing a part or parts of a report issued by FYTAGORAS and/or for one or more of the purposes referred to under c.

Clause 6. Knowledge protection

Clause 6.1

Insofar as the execution of the assignment by FYTAGORAS should result in subject matter that can be patented, FYTAGORAS will have the right of first refusal to apply for a patent in its name and at its expense. Further to this, FYTAGORAS will pay due regard to its obligation to maintain confidentiality to the greatest possible extent pursuant to Clause 3.

Clause 6.2

FYTAGORAS and the client will report reciprocally to each other:

- a. their suspicion that subject matter has been found that can be patented;
- b. the fact that a patent application is being filed;
- c. the content of such an application.

Furthermore, they will render to each other all the assistance required when filing patent applications.

Clause 6.3

If FYTAGORAS should not wish to employ its right of first refusal as referred to in Clause 6.1, this right will accrue to the client if and insofar as the patent application relates (in part) to the results as referred to in Clause 4.1.

Clause 6.4

Should FYTAGORAS or the client make use of its rights in either Clause 6.1 or Clause 6.3, the patent applicant/patentee will be deemed to have granted a licence to the other party free of charge on the grounds of which the parties can derive rights to which they are entitled pursuant to the provisions in Clause 4. The assignment's other provisions will apply by analogy to the granting of a licence.

Clause 6.5

The patent applicant/patentee is at liberty at all times either to withdraw a patent application or to allow an issued patent to expire. If a licence has been granted to either the client or FYTAGORAS, that party will be the first to be given the opportunity to transfer the application and/or the patent into the name of the client/FYTAGORAS.

Clause 7. Price and payment

Clause 7.1

If a 'fixed price' has been included in the offer, this price will be taken to be the agreed price. If a 'fixed price' has not been included in the offer, it is then established between the client and FYTAGORAS that the sum to be paid is to be determined by subsequent calculation based on the rates agreed for the assignment. If rates have not been agreed in advance, the rates will then be determined on the basis of the methods in common use at FYTAGORAS. If a 'guide price' has been included in the offer, the stipulated sum will indicate no more than an estimate of the costs without obligation. Furthermore, in the latter instance, when a period is involved of one year or longer between the date of the offer (quotation) and the date on which the work ends (is to end), FYTAGORAS will be entitled to index-link the part of the price for the assignment not yet invoiced on each instance of 1 January in conformity with the annual adjustment of the rates applicable to FYTAGORAS.

Clause 7.2

If the client should so request FYTAGORAS can maintain a limit amount with regard to assignments involving a sum of more than € 15,000.00 and with an anticipated duration of three months or more. This discharges FYTAGORAS automatically from the obligation to continue the work insofar as more having to be spent on executing the assignment as a consequence than corresponds to this limit amount..

Clause 7.3

In the event that a 'fixed price' has not been included in the offer and the assignment involves a sum of more than € 25,000.00, and should the client so request when granting the assignment, FYTAGORAS will itemise the bill concerned in terms of man hours and man-hour rates, direct material costs and, insofar as is applicable, equipment usage and rates, as well as fees for insider knowledge used.

Clause 7.4

Unless stated otherwise, all of the amounts referred to in the offer by FYTAGORAS will exclude turnover tax.

Clause 7.5

FYTAGORAS reserves the right to send interim bills. FYTAGORAS can demand advance payment at any time.

Clause 7.6

The client is obliged to pay the bills in the currency stipulated in the offer without claiming reductions or settlement within fifteen days of the invoice date and to pay both the statutory interest for trade agreements as well as the collection charges in the event that the client should exceed this fifteen-day term of payment.

Clause 7.7

FYTAGORAS will retain ownership of all the items that FYTAGORAS places at the disposal of the client within the context of the assignment, including under this the corporeal objects as referred to in Clause 4.5, this being up until such time as the client has paid in full the sum(s) due to FYTAGORAS, such a sum (sums) being in connection with the assignment.

Clause 8. Liability

Clause 8.1

FYTAGORAS is liable only for loss that is the direct result of an attributable failing on the part of FYTAGORAS regarding the execution of its obligations. If FYTAGORAS should be liable pursuant to the contractual liability referred to in the previous sentence and/or should be liable on some other grounds, it is the case that FYTAGORAS will be liable exclusively for direct loss to the client for a sum not exceeding the price that the client owes pursuant to Clause 7.1.

Clause 8.2

Regarding loss suffered by the client when applying or using the result of the work by FYTAGORAS, FYTAGORAS and/or the persons used and/or engaged by FYTAGORAS for the execution of the assignment is/are not liable, unless there is a question of intention or gross negligence on the part of FYTAGORAS and/or on the part of persons used and/or engaged by FYTAGORAS for the execution of the assignment.

Clause 8.3

The client indemnifies FYTAGORAS and/or persons used and/or engaged by FYTAGORAS for the execution of the assignment for all third-party claims pursuant to loss suffered by such third parties arising from the application or use of the result of FYTAGORAS's work by the client or by another party at whose disposal the client has placed that result, unless there is a question of intention or gross negligence on the part of FYTAGORAS and/or on the part of persons used and/or engaged by FYTAGORAS for the execution of the assignment.

Clause 8.4

In the event that persons used and/or engaged by FYTAGORAS for the execution of the assignment are located at the client's premises in connection with the assignment and/or at the premises of third parties, FYTAGORAS and/or persons engaged by FYTAGORAS for the execution of the assignment will not be bound to stipulations contained in access permits, etc., entailing wholesale or partial limitation of the client's liability arising from the agreement.

Clause 8.5

FYTAGORAS accept no liability for loss that arises as a result of the results of the work not qualifying for the taking out of a patent or owing to the infringement of third-party rights on application of the results.

Clause 8.6

FYTAGORAS accepts no liability for loss that results from the deficiencies of items supplied to FYTAGORAS, including software, which FYTAGORAS has forwarded to the client, unless and insofar as FYTAGORAS is able to recover that loss from its supplier.

Clause 9. Custody and corporeal objects

Unless otherwise agreed when granting the assignment, and if possible in reasonableness, FYTAGORAS will keep custody of the items, including samples or the remains thereof that have been placed at the disposal of FYTAGORAS in connection with the assignment, for a period of two weeks from the date on which the results of the research and/or assignment are communicated to the client. Any costs attached to this are deemed to have been included in the price stated in the offer.

If the client has not made arrangements for returning the aforementioned items within this period, FYTAGORAS will be at liberty to adopt appropriate measures. Any costs attached to this, including costs incurred as a result of extended custodianship, will be charged to the client.

Clause 10. Miscellaneous

Clause 10.1

Regarding work in connection with the assignment at the client's premises, the client will place auxiliary personnel and ancillary plant and equipment at the disposal of FYTAGORAS, free of charge, if FYTAGORAS should so request in due time.

Clause 10.2

When in residence on the premises or in the buildings of FYTAGORAS, the client and/or the client's personnel will be obliged to observe the 'house rules' that apply to the users of the buildings or premises concerned. The client will ensure that the client's personnel behave in accordance with the aforementioned provisions.

Clause 10.3

Should the client fail to fulfil any essential obligation in the agreement, FYTAGORAS will send a written notification in that respect to the defaulting party and will give the defaulting party the opportunity to remedy that party's obligations within a reasonable period of time. In the event that the defaulting party should persist in failing to fulfil such obligations within the stipulated period, that party's rights arising from the agreement will lapse and FYTAGORAS will no longer be obliged to fulfil any of the obligations that rest on FYTAGORAS.

Clause 10.4

Claims made by the client against FYTAGORAS that arise from and/or are connected with the execution of an assignment by FYTAGORAS and/or by persons used and/or engaged by FYTAGORAS for the execution of the assignment will lapse totally if such claims have not been made expressly known within six months of the date of the final invoice, unless the client demonstrates that he could not possibly have fulfilled his obligation to report within the stipulated period.

Clause 10.5

If FYTAGORAS has any item belonging to the client in its possession within the context of the assignment, FYTAGORAS is entitled to retain that item until all of the sums owed by the client in connection with the assignment have been paid in full, unless the client has furnished sufficient security for these sums.

Clause 10.6

If any FYTAGORAS personnel are present at the site of the (potential) client when effecting or executing an assignment, the client will be responsible for the safety and welfare of such FYTAGORAS personnel.

Clause 10.7

If FYTAGORAS material is present at the client's premises, such material will remain the property of FYTAGORAS at all times, even if it is permanent attached to the fixtures and fittings. The client is responsible for the material being returned to FYTAGORAS in the same condition it was when originally supplied by FYTAGORAS. This does not apply to disposable and consumer items.

Clause 11. Disputes

Clause 11.1

All disputes that might arise in connection with the agreement, or in connection with further agreements that might result from it, will be presented for exclusive settlement before the competent court in The Hague.

Clause 11.2

Dutch law applies to the agreement as referred to in Clause 1.2.