

General terms & conditions IP&D BV

GENERAL TERMS AND CONDITIONS

IP&D EXPERTS BV,

D.Hollestelle, Doetinchem, The Netherlands ,Chamber of commerce: 65028384

TERMS: everything mentioned in this documents.

PRINCIPAL: the legal person referred to as "customer" in quotations and other documents to which these TERMS apply.

IP&D BV: the company registered under Dutch Chambre of Commerce (KvK) number **65028384** and any representative of this company so assigned by written document signed by D.Hollestelle, referred as 'IP&D'

QUOTATION: written document proposing the conditions for an ASSIGNMENT and the associated cost.

ASSIGNMENT: mutually agreed contract for work to be carried out by IP&D for PRINCIPAL. The scope of the work is confined by a QUOTATION.

INFORMATION: any content in written documents, verbal communication and electronic messages, which are exchanged between PRINCIPAL and IP&D as part of the ASSIGNMENT.

PROJECT PLAN: section of the QUOTATION describing the execution, the investments, (intermediate) decisions, timeframe and if possible the expected results.

Article 1. General

1.1 These General Terms and Conditions of IP&D are applicable to the preparation and realization of advisory, research and development work, production work, workshops, trainings, or other work carried out by IP&D in execution of an ASSIGNMENT to which these TERMS apply.

Article 2. Assignment

2.1 A QUOTATION including the price and the project approach, organization, payment conditions is made to the Principal.

2.2 A QUOTATION is effected if IP&D has received a written acceptance by the Principal within the term indicated in the offer and if the first down payment has been received on the banc account of IP&D.

2.3 By accepting a Quotation for the execution of work related to research, IP&D commits itself to no more than the ASSIGNMENT."

Article 3. Project Plan

3.1 During the Assignment, changes may be made in a Project Plan, only after mutual agreement of the Principal and IP&D.

3.2 In case of a dispute the Project plan in the QUOTATION including drawings, models and calculations, remain property of IP&D, unless arranged otherwise in Article 8.

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Article 4. Indemnity and payment

4.1 Invoices shall be paid within maximum 30 days after the invoice date and in the manner stated in the Assignment The Principal is also obliged to pay accrued interest and costs of collecting the payments if, after having received a written summons, he exceeds the term stated therein.

4.2 Unless stated otherwise, all amounts mentioned in the offer by IP&D are exclusive of VAT.

4.3 Supply of goods, products within the framework of the Assignment, is always delivered "ex-works IP&D". Principal is to pay the costs for transport, delivery to the Principals' address.

4.4 Any transfer of ownership as arranged by Article 8 shall only take place after Principal has paid all cost as stated in the Assignment.

4.5 IP&D and Principal will verify, as far as reasonably possible, that Information provided to the other party is free from legal rights and obtained legally, or will inform the other party when this is not the case. IP&D and Principal indemnify each other for legal consequences arising from not informing the other party correctly on the above.

Article 5. Secrecy, Confidentiality

5.1 The Principal shall keep secret all know-how and data of IP&D mentioned in the Project Plan for the duration of the project and three (3) years afterwards. IP&D shall keep secret all know-how and data that it has been provided in writing by or on behalf of the Principal and which have been characterized as explicitly confidential, for three (3) years from the date on which its know-how and data meant have been provided.

5.2 Work executed is kept secret, unless its development has not been part of the order, and unless agreed differently in the Assignment. This obligation to secrecy is not applicable if IP&D, pursuant to what has been laid down in articles 9.2 and 9.3. will proceed to submit (a) patent application(s). This obligation to secrecy holds for a period of three (3) years after the date of sending the written report, as meant in article 7,1, unless IP&D and the Principal have agreed on another term in writing.

5.3 The obligation to secrecy described in articles 5.1 and 5.2 is not applicable to:

- (a) know-how, data and results that are already in the possession of the receiving party at the moment the receiving party is informed of the know-how and data concerned,
- (b) know-how, data and results that were or have become publicly known without being the result of any action or failure or breach of the receiving party.
- (c) know-how, data and results that have been lawfully obtained from a third party by the receiving party,

5.4 The Principal shall keep secret that part of the results that refers to measuring methods, methods of working, techniques, arithmetic models and/or software, unless the Principal has been given right of exclusive use of such results.

5.5 In case a separate NDA has been agreed between Principal and IP&D, this document is valid and applicable and not the above sections starting from 5.1 through 5.4.

Article 6. Obligations of the Principal

6.1 The Principal shall, as soon as possible after completion of the order meant in article 2.2 give IP&D all information relevant to the Assignment and possible test materials IP&D needs for performing the work, all free of charges.

6.2 The Principal, or his authorized representative can be present at the execution of the work, if this has been agreed on in advance by IP&D and the Principal

Article 7. Reporting

7.1 The Assignment will be concluded by a written report in either English or Dutch to be sent by IP&D to the Principal and describing the results and conclusions from the work or by Powerpoint presentation, what ever is agreed in the Assignment.

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Article 8. Rights to results

8.1 The Principal will be the sole owner and will have the exclusive, transferable right for use of the results as described in the project plan in so far as the results consist of data.

8.2 All data, methods and technologies that IP&D possessed at or before the start of the project belong to IP&D and IP&D will remain the sole owner if needed, the Principal may obtain a license for use on conditions to agree upon.

8.3 The Principal will get a non-exclusive, non-transferable right for use of methods and technologies [e.g. measuring methods, methods of working, techniques, arithmetic models and/or software) unless the development of these methods and technologies are the explicit aim of the project plan. IP&D shall have the right to use the methods and technologies for itself and for third parties.

8.3 If the Principal will make use of his right to grant sub-licenses to third parties as described in article 8.3, a compensation to agree upon shall be paid to IP&D,

8.4 The right of use as meant in article 8.1. and 8.3, is only applicable from the time when IP&D has received complete payment for the work executed.

8.5 IP&D has the right to use for itself and third parties, or put at the disposal of third parties:

- a. know-how and data present at IP&D at start of Assignment;
- b. results of the work outside the area of the Assignment;
- c. Everything mentioned in article 5.3

8.6 The Principal is not allowed to use results from and reports of work done by IP&D (i) for submitting a claim for damages against third parties, (ii) for starting legal proceedings and the preparatory actions connected with them and (iii) for advertising nor (iv) to use the name of IP&D in any connection, unless after prior written permission from IP&D.

Article 9. Protection of know-how

9.1 The Principal has the right to apply for patent protection in his name and at his expense for the results meant in article 8.1. The Principal shall mention in the patent application(s) as inventor(s) all the relevant IP&D employees who have been involved with the work.

9.2 IP&D has the right to apply for patent protection in its own name and at its own expense for the results meant in article 8.4, unless IP&D and the Principal have agreed otherwise.

9.3 If the Principal makes no use of his right pursuant to article 9.1, he shall inform IP&D in writing within three (3) months In which case IP&D may file such a patent application in its own name and at its own expense, unless Principal can clearly demonstrate that such a patent application seriously impairs his business objectives.

9.4 A party wishing to apply for patent protection must inform the other party in writing. If the receiving party wishes to object on the grounds of article 9.3 this must be done in writing within 30 calendar days. If pursuant to this a dispute arises, article 11 applies.

Article 10 Liability

10,1 IP&D explicitly limits its liability to the direct damage that the Principal suffers through an accountable shortcoming of IP&D in the execution of the work in the Assignment. IP&D explicitly limits its financial liability to:

- maximally 50% of the costs (excluding VAT), mentioned in the QUOTATION
- damages accrued directly by PRINCIPAL
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- 10.2 The completion of the order as meant in article 2.2 implies that the Principal has renounced any right to appeal to any further liability of IP&D, other than is described in article 10.1. The Principal also indemnifies IP&D from any claims against third parties, unless gross debt and/or evil intent of IP&D is proven.
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10.3 IP&D does not accept any liability for damages that arise from results that are not eligible for patenting, or because in application of the results the intellectual property or license rights of third parties are infringed.

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10.4 IP&D is not giving any guarantee for project results, delivery of goods, flow sheets, equipment specifications, lay-out drawings, process studies, basic engineering packages, analyzing results of samples measurements, evaluations of technologies, powders produced and delivered or any other services IP&D has executed for the Principal, unless IP&D explicitly confirmed in writing to the Principal.

10.5 IP&D does not accept liability for damages of the Principal or his staff occurring during the stay on the IP&D premises, unless gross debt or evil intent of IP&D is proven.

10.6 IP&D does not guarantee the completeness of the search for (patent) literature it carries out in conjunction with an offer or work,

10.7 IP&D does not accept any liability of use of the test materials produced in the project and which are being used by the Principal for human trials or other application trials.

10.8 IP&D does not accept any claims in case (part) of the test material produced during trials is lost.

10.9 Claims towards IP&D of direct damage in connection with an order carried out by IP&D expire if IP&D has not been notified of such a claim in writing within a half a year after sending the written report, unless the Principal proves it was impossible for him to comply with his duty to report within the term stated.

Article 11 - Special arrangement, disputes

11.1 If the work ordered by the is prematurely terminated by mutual agreement, the provisions in articles 8, 9 and 10 apply to the results obtained until then. All expenses incurred until then are for account of the Principal.

11.2 If an exemption or permit necessary for the execution of the work is revoked, the execution of the work is terminated. In that case the Principal owes the costs incurred to the moment of termination. The damage suffered by the Principal as a result of such a termination is for account of the Principal.

11.3 If the Principal does not fulfill any essential obligation that 's imposed on him pursuant to these General Terms and Conditions and, after having been declared in default for that, has still not complied within a reasonable term mentioned in the proof of default, he loses any right to the results following from the work done by IP&D, without prejudice to the right of IP&D to claim compensation of the damage suffered and still to be suffered.

11.4 Disputes between IP&D and the Principal that are connected with the work done and that cannot be solved by mutual agreement, shall be brought before the competent Court at Arnhem, the Netherlands.

11.5 To the agreement concluded verbally or in writing between the Principal and IP&D as regards the work to be done and the work proceeding, Dutch law is applicable.

11.6 These General Terms and Conditions are considered to be part of the ASSIGNMENT meant in the preceding paragraph. Provisions deviating from these General Terms and Conditions shall be laid down in writing in the Assignment.

Article 12 Force Majeure

IP&D is not liable for any consequences or damages when it is prohibited or impaired to fulfill its obligations by force of nature, war, nuclear disaster, illness, and disturbance of communication channels, delay of flights, train, buses or taxis, traffic jams, governmental prosecution, bankruptcy and/or terrorism.