

## 1. DEFINITIONS

These General Terms and Conditions use the following terms and definitions:

**“Agreement”** means the confirmation of the Purchase Order concluded between the Customer and Sothis Separations in accordance with clause 3 hereof and any documents referred therein or attached thereto, including, but not limited to, these General Terms and Conditions.

**“Certificate of Attendance”** means a certificate issued by Sothis Separations for Participants following their full attendance to, and payment for, a Training Course.

**“Consultancy”** means professional advice or of other services offered by Sothis Separations for specific projects or issues, related to the specific knowledge or specialization of a Consultant;

**“Consultant”** means a natural person who will carry out the Consultancies, being an employee of Sothis Separations, a self-employed person or independent professional hired by Sothis Separations, or an employee hired by Sothis Separations from a third Party;

**“Customer”** means the entity or the person(s) with whom Sothis Separations has concluded an Agreement.

**“Expenses”** means actual costs incurred by Sothis Separations reasonably necessary for carrying out the Consultancy or Training Course, including but not limited to, travelling, accommodation, subsistence and charges related to the Consultancy or Training Course purchased on the Customer's behalf.

**“Fees”** means the Fees charged by Sothis Separations to the Customer for the provision of Products, as set out in the Purchase Order confirmation, excluding VAT and Expenses.

**“Force Majeure”** means any circumstance not within a Party's reasonable control including, without limitation:

- a) acts of God, flood, drought, earthquake or other natural disaster;
- b) epidemic or pandemic;
- c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- d) nuclear, chemical or biological contamination or sonic boom;
- e) any law or action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary license or consent;
- f) collapse of buildings, fire, explosion or accident;
- g) any labor or trade dispute, strikes, industrial action or lockouts;
- h) non-performance by suppliers or subcontractors;
- i) interruption or failure of utility service.

**“Goods”** means all corporeal goods, materials and hardware, not related to Consultancy or Training Course, being purchased by the Customer or to be supplied as specified in the Purchase Order.

**“Intellectual Property Rights”** means all intellectual property rights, including patents, rights to inventions, copyright and related rights, goodwill, rights in designs, rights in computer software, trade or service marks, business names and domain names, database rights, rights to use and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**“Participant”** means a natural person registered for a Training Course.

**“Party or Parties”** means the Customer or Sothis Separations.

**“Product or Products”** means any Goods, Consultancies or Training Courses offered for sale by Sothis Separations.

**“Purchase Order”** means the document (i) setting out the Products to be provided by Sothis Separations to the Customer and (ii) listing any documents and the like to be provided by the Customer to Sothis Separations such that Sothis Separations may provide the Products.

**“Sothis Separations”** the company Sothis Separations, which has its seat in Leusden, the Netherlands.

**“Training Course”** means courses offered by Sothis Separations.

**“VAT”** means Value-Added Tax chargeable under applicable tax legislation or any similar replacement, additional or alternative tax imposed in the Jurisdiction.

## 2. APPLICABILITY OF THE GENERAL TERMS AND CONDITIONS

**2.1** These General Terms and Conditions apply to all offers, work activities, quotations, and Agreements between the Parties, or their respective legal successors.

**2.2** These General Terms and Conditions are applicable to all invitations to treat and quotations made by Sothis Separations as well as to all Agreements between Sothis Separations and the Customer.

**2.3** Sothis Separations states explicitly that any conditions specified by the Customer shall not apply, even where such conditions have already been notified by the Customer. Any conditions imposed by the Customer will only be applicable if explicitly agreed in writing with Sothis Separations.

**2.4** In the case of any possible conflict between the General Terms and Conditions of Sothis Separations and any general conditions of the Customer which are (also) applicable, the General Terms and Conditions of Sothis Separations shall prevail.

## 3. OFFER AND AGREEMENT

**3.1** All quotations made by Sothis Separations are made without obligation, unless the terms of the quotation expressly state otherwise. If a quotation made by Sothis Separations contains an offer without obligation and this offer is accepted by the Customer, Sothis Separations retains the right to withdraw the offer within 7 days of receiving notice of the Customer's acceptance.

**3.2** An Agreement between Sothis Separations and the Customer shall come into existence when Sothis Separations has sent a confirmation of the Customer's Purchase Order in writing to the e-mail address provided by the Customer. This confirmation will contain, among others, the Products ordered by the Customer, Fees and/or Expenses.

**3.3** The Parties expressly acknowledge that electronic forms of communication create a valid Agreement. Sothis Separations may use any electronic files at its disposal, within the limits of the law, to prove the existence of the Agreement. An ordinary, digital or electronically qualified signature is not an essential requirement of proof.

## 4. TIME LIMITS

**4.1** The time limits stated by Sothis Separations to the Customer in connection with the execution of the Agreement are only indicative and shall never operate as deadlines, even where they are stated to be final.

**4.2** In the event that any time limit stated by Sothis Separations is exceeded, Sothis Separations shall only be considered to be in default once the Customer has informed that Sothis Separations in writing of the default and given Sothis Separations a reasonable period to comply with its obligations to the Customer. This reasonable period shall be at least half the length of the period originally agreed for the implementation of the relevant Agreement.

## 5. PRICES, EXPENSES AND FEES

**5.1** Unless expressly stated otherwise, all prices, Expenses and Fees quoted by Sothis Separations are exclusive of sales tax and any other government taxes or duties. The prices, Expenses and Fees are valid for the specifications stated in the confirmation of the order.

**5.2** The agreed prices include carriage of the Goods to the agreed delivery address.

**5.3** Unless agreed otherwise in writing, all costs incurred by third Parties in connection with the Agreement, which are not invoiced directly to the Customer by the third Party, will be invoiced to the Customer through Sothis Separations.

**5.4** Sothis Separations has at all times the right to take into consideration any factors which may raise the price arising between the making of the quotation and the establishment of the Agreement with the Customer.

## 6. PAYMENT

**6.1** Payment by the Customer must be effected within thirty (30) days of the invoice date. The date of payment shown on the bank statements of Sothis Separations shall be held to be the date of payment. All payment dates are final deadlines, unless expressly agreed otherwise in writing. All rights of the Customer to deduct sums from the monies owed, on any ground whatsoever, are expressly excluded.

**6.2** In the event of the liquidation, bankruptcy or moratorium on payments of the Customer, all monies owed by the Customer shall immediately become payable on demand.

**6.3** Monies paid by the Customer shall firstly be applied to any interest and costs due and then to any unpaid invoices, in date order from the earliest outstanding unpaid invoice, regardless of any claim by the Customer that the payment relates to a later invoice.

**6.4** The Customer covenants that on request by Sothis Separations it will provide security (and, as required, additional security) for the performance of its payment obligations under any Agreement concluded between the Customer and Sothis Separations.

**6.5** In the event that the Customer fails to pay, fails to pay on time or fails to pay the full amount owing, interest at a rate of 1.5% per month or part thereof shall be payable on the outstanding amount without any obligation on Sothis Separations to give the Customer further opportunity to remedy the default. The Customer shall also be liable for any (legal) costs incurred by Sothis Separations in connection with the recovery of the monies due from the Customer, without prejudice to any other legal rights of Sothis Separations such as rights to compensation or performance of obligations. These legal costs shall be 15% of the monies claimed, with a minimum of EUR 225,- (two hundred twenty-five euros), excluding VAT.

## 7. SOTHIS SEPARATIONS' OWNERSHIP RESTRICTIONS

**7.1** Products delivered by Sothis Separations shall remain the property of Sothis Separations until the Customer has paid all monies due to Sothis Separations under any Agreement concluded between the Customer and Sothis Separations relating to the delivery of Goods or the provision of labor or services, including any claims relating to shortcomings in the performance of such an Agreement.

**7.2** Until ownership of the Goods passes to it, the Customer may not transfer, alienate, encumber or otherwise dispose of the Goods other than in the course of its normal business without prior written permission from Sothis Separations.

**7.3** In the event that the Customer fails to fulfill the obligations towards Sothis Separations which were the reason for the ownership restriction, Sothis Separations has the right to seize the Goods from the Customer or from any third Party in possession of the Goods on behalf of the Customer.

## 8. DELIVERY OF GOODS

**8.1** In principle, delivery of Goods is included in the Fees. Sothis Separations shall specify the mode of transport by which the Goods shall be delivered. The actual delivery shall be to the nearest place to the office or retail unit of the Customer which is safe and accessible for the chosen delivery vehicle.

**8.2** The Customer must take delivery of Goods as soon as possible after the arrival of the delivery vehicle. Whilst taking delivery of Goods the Customer must comply with any instructions given by Sothis Separations, or by any third Party appointed by Sothis Separations to deliver the Goods.

**8.3** Where delivery of Goods is included in the price of the Goods, the Customer must mark all visible shortages or damage directly on the delivery note or transport document. If the delivery of Goods included in the price is to the address of a third Party, who will hold the Goods on behalf of the Customer, the Customer must take control of the Goods within 24 hours of delivery to the third Party.

**8.4** The Customer must check the Goods immediately after delivery, to assess whether they satisfy the specifications in the Agreement as to both quantity and quality.

## 9. PROVISION OF CONSULTANCY

**9.1** In the performance of the Consultancy, Sothis Separations will apply professional personnel, who are, in the reasonable opinion of Sothis Separations, properly qualified, trained, competent, skilled and experienced.

**9.2** The Consultant shall carry out and provide the Consultancy with due professional skills and care.

**9.3** The Customer agrees that the Consultant may be unavailable for short periods of time for reasons, including but not limited to, annual leave, internal meetings and training, and the Consultant shall for these short periods take reasonable steps to minimize any disruption to the Consultancy. The Consultant may, subject to prior notification to the Customer, replace employees with other employees of equivalent qualifications, competences, skills and experience.

**9.4** The Consultancy provided by the Consultant shall be only for the Customer's use and benefit.

## 10. PROVISION OF TRAINING COURSE

**10.1** In the performance of the Training Course, Sothis Separations will apply professional personnel, who are, in the reasonable opinion of Sothis Separations, properly qualified, trained, competent, skilled and experienced.

**10.2** Sothis Separations shall use all reasonable endeavors to deliver the Training Course on the training date(s) as specified in the Agreement. In the event that the Training Course cannot

be delivered on the training date(s), Sothis Separations shall endeavor to agree new training date(s) with the Customer.

**10.3** Participants will be granted an electronic/digital Certificate of Attendance when the Training Course has been attended and paid in full.

**10.4** The Customer shall:

- a) confirm the names of all Participants before the first training date;
- b) provide Sothis Separations and its employees with access to the Customer's premises and other facilities as reasonably required by Sothis Separations to deliver the Training Course if the training location is at the Customer's premises;
- c) not train any other businesses or individuals to deliver the Training Course.

**10.5** The Customer may cancel a Training Course provided that prior written notice is given to Sothis Separations at least 14 calendar days before the first training date.

**10.6** If the Customer cancels the Training Course in accordance with clause 10.5, the following provisions will apply:

- a) in the event the cancellation notice is received by Sothis Separations more than 14 calendar days prior to the commencement date of the Training Course concerned, cancellation shall be free of charge;
- b) in the event the cancellation notice is received by Sothis Separations less than 14 calendar days, but not less than 48 hours prior to the commencement date of the Training Course concerned, Sothis Separations shall be entitled to make a cancellation charge equal to 25% of the full Training Course Fee;
- c) in the event the cancellation notice is received by Sothis Separations within 48 hours before the commencement date of the Training Course concerned, Sothis Separations shall be entitled to make a cancellation charge equal to the full Training Course Fee.

**10.7** Cancellations shall be made in writing by email to Sothis Separations. The cancellation notice shall include the following information: invoice number; name and organization of the Customer; Training Course title; Training Course date. Upon receipt of the cancellation notice, Sothis Separations will send a confirmation to the Customer. Cancellations shall be considered valid only if a confirmation is issued by Sothis Separations. It is the Customer's responsibility to monitor if the confirmation notice is received by Sothis Separations.

**10.8** Refunds (if applicable) will be made within 30 calendar days after the cancellation is confirmed in writing.

**10.9** If the Customer has not paid the Fees in accordance with clause 6, the Customer will be deemed to have cancelled the Training Course.

#### **11. INTELLECTUAL PROPERTY RIGHTS**

**11.1** Unless an express Agreement to the contrary is made with the Customer, Sothis Separations retains all rights of authorship and general intellectual property rights, industrial property rights or other such rights over all documents, details, drawings, calculations, models and know-how delivered to the Customer.

**11.2** The Customer is expressly forbidden to alienate, encumber, copy, reproduce, disclose or otherwise use or exploit or in any way convey to a third Party for remuneration or otherwise the rights and items detailed in clause 11.1 without obtaining prior express permission in writing from Sothis Separations.

#### **12. COMPLAINTS**

**12.1** The Customer must inform Sothis Separations of any complaints regarding the fulfilment of the Agreement by Sothis Separations. All complaints must be notified to Sothis Separations in writing within 48 hours of the fulfilment of the Agreement or the discovery of the cause of the complaint or the time when the cause of the complaint should have been discovered. If this deadline is exceeded, any claim against Sothis Separations in respect of the relevant complaint shall lapse.

**12.2** If Sothis Separations considers the claim to be valid, it has the right to perform its obligations under the relevant Agreement again or otherwise remedy the complaint. Sothis Separations is not responsible for any damage resulting to the Customer from the circumstances complained of, unless the complaint is caused by fraud or gross negligence on the part of Sothis Separations.

**12.3** Complaints about the fulfilment of the Agreement by Sothis Separations shall never operate to release the Customer from its obligations to pay Sothis Separations.

**12.4** Complaints are always treated confidentially.

#### **13. FORCE MAJEURE**

**13.1** In the event of a permanent Force Majeure, Sothis Separations has the right to revoke the Agreement with the Customer by way of a written declaration without the need for legal proceedings.

**13.2** In the event of a temporary Force Majeure, Sothis Separations has the right to extend the deadlines for fulfilment of the Agreement by a period of the same length as the duration of the temporary Force Majeure.

**13.3** In the event of either permanent or temporary Force Majeure, Sothis Separations is not responsible for any damage suffered by the Customer whatever the nature or origin of that damage.

**13.4** When the Force Majeure occurs and Sothis Separations has already partly performed its obligations under the Agreement or can only partly complete its obligations under the Agreement, Sothis Separations is permitted to invoice the completed part of its obligations separately.

#### **14. LIABILITY**

**14.1** Sothis Separations is only liable for damage directly caused to the Customer and only as specified in this clause 14.

**14.2** Without prejudice to any other provisions of these General Terms and Conditions, Sothis Separations is not responsible for any damage caused to the Customer (or any third Party), whatever the nature or origin of the damage, connected with or following from the fulfilment of the Agreement – including damage to property belonging to the Customer or any third Party – as well as any consequences or loss of profit, except in the case of fraud or gross negligence on the part of Sothis Separations.

**14.3** Sothis Separations will never be liable for damage and/or costs, whatsoever the nature and/or origin, which are in any way connected with or following from the actions, omissions and/or errors of and/or the quality of the work performed by third Parties engaged by Sothis Separations to fulfil the requirements of the Agreement, even in the event of fraud or gross negligence on the part of such third Parties.

**14.4** If, in spite of the preceding provisions, Sothis Separations is liable for any reason, such liability will at all times be limited to the amount payable by the Customer to Sothis Separations under the relevant Agreement, with the proviso that Sothis Separations' liability will in any event be limited to the amount recovered by Sothis Separations from its insurer in respect of that liability. A series of events causing damage is considered to be one event for the purpose of this clause.

**14.5** Any right of the Customer to make a claim against Sothis Separations shall lapse one year after the end or completion of the performance of the Agreement to which the claim relates, except in the event that the facts on which the claim is based could not have been discovered within this period. In that case, the relevant claim will lapse one year after the date on which the fact in question was discovered or could have been discovered.

**14.6** The Customer will indemnify Sothis Separations against any liability of a third Party in connection with any Agreement carried out by Sothis Separations, unless the court decides that these liabilities are the consequence of fraud or gross negligence on the part of Sothis Separations and the Customer proves that it is not responsible in any way.

#### **15. SUSPENSION AND RESCISSION**

**15.1** In the event that the Customer fails to perform any of its obligations to Sothis Separations at all, on time or sufficiently, Sothis Separations has the right (without prejudice to any other rights available to Sothis Separations in future) to suspend performance of its obligations towards the Customer until the Customer has fully performed its obligations towards Sothis Separations.

**15.2** In addition to all general rights which Sothis Separations may have in future, Sothis Separations has the right to rescind the Agreement with the Customer in writing, without giving the Customer any further opportunity to remedy the default and without the need for a court order, in the event that:

- a) there is any question of permanent Force Majeure as defined in clause 13 of these General Terms and Conditions;
- b) despite thorough proof of default the Customer fails to perform one or more of its obligations to Sothis Separations under the Agreement either at all, on time, sufficiently or thoroughly;
- c) the Customer is given a (temporary) moratorium on payments, an application for a declaration of the Customer's insolvency is made or the Customer itself applies to be declared insolvent, the Customer makes a (private) Agreement with its creditors or calls a meeting of its creditors with the intention of doing so;
- d) the Customer's business is liquidated and/or the business activities of the Customer are in fact suspended;
- e) the Customer's assets go into management or administration, the Customer's assets are attached and that attachment is for a period of at least a month, or if the Customer's assets are called upon in any other way;
- f) the control of the Customer changes so much that adequate performance of the Customer's obligations is threatened or can no longer be guaranteed.

#### **16. LIMITED WARRANTY**

**16.1** Sothis Separations warrants that all Goods furnished to the Customer shall be free of defects in materials and workmanship for a period of 30 days from the day of shipment.

**16.2** Any Goods believed to be defective as defined in clause 16.1 shall be reported and returned to Sothis Separations and, if found to be defective by Sothis Separations, shall be replaced with conforming Goods of like kind.

**16.3** Return shipments of Goods as defined in clause 16.2 shall be shipped to Sothis Separations. Transport costs incurred for these return shipments are borne by the Customer, unless Sothis Separations has agreed to pay the transport costs beforehand in writing. The Customer shall have no other liability or obligation with respect to Goods alleged to be defective.

**16.4** The foregoing shall be the sole and exclusive remedy, and Sothis Separation's total liability for any and all losses and damages arising out of any cause whatsoever shall in no event exceed the purchase price of the Goods in respect of which such cause arose.

**16.5** Sothis Separations disclaims, and shall not be liable for in any event, loss of profits, consequential or incidental damages, or punitive or exemplary damages relating to any Goods or item of Goods furnished hereunder.

**16.6** The foregoing warranty:

- a) shall be void as to any item of Goods, which is in any material respect altered by the Customer or any end-user of the Customer;
- b) does not cover misuse of the Goods or failure of the Goods by reason of clogging.

**16.7** The warranty stated in this clause 16 is the only warranty applicable to Goods furnished to the Customer. All other warranties stated in this clause 16, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose, are disclaimed.

#### **17. CONSEQUENCES OF PROVISIONS BEING VOID OR VOIDABLE**

If any provision of this Agreement is void or voidable, the general provisions of the Agreement shall remain fully in force and shall play a part in determining new provisions to replace those which are void and/or voidable, which new provisions shall as far as possible have the same goal and intention as the void and/or voidable provisions.

#### **18. CHANGES TO THE GENERAL TERMS AND CONDITIONS**

Sothis Separations has the right to make changes to these General Terms and Conditions.

#### **19. APPLICABLE LAW AND RESOLUTION OF DISPUTES**

**19.1** All Agreements between Sothis Separations and the Customer shall be exclusively governed by the law of the Netherlands.

**19.2** All disputes following from or connected with (the fulfilment of) an Agreement between Sothis Separations and the Customer shall be heard by the competent judge of 's-Gravenhage, the Netherlands, unless statute provides otherwise.

#### **20. DEPOSIT GENERAL TERMS AND CONDITIONS**

These General Terms and Conditions have been deposited with the Dutch Chamber of Commerce.

#### **21. REGISTRATION CHAMBER OF COMMERCE**

Sothis Separations is registered with the Dutch Chamber of Commerce under registration number 97696285.