

ALIUS – GENERAL TERMS AND CONDITIONS

ARTICLE 1 DEFINITIONS

In these General Terms and Conditions, the following definitions apply:

1. Customer: the client or buyer who concludes or seeks to conclude an Agreement with Alius or for whom Alius makes an offer or delivers Products and/or Services.
2. General Terms and Conditions: these general terms and conditions of sale.
3. Services: all services to be provided or delivered by Alius to the Customer, including those further specified in the quotation or Agreement, and in any case including the use of the Luxus tool.
4. Agreement: the agreement between Alius and the Customer, of which these General Terms and Conditions form part, and all orders that the Customer places with Alius.
5. Products: all items and Services provided by Alius.
6. Alius: AliusEnergy B.V., trading under the name Alius, Volthera and Aelex, with its registered office in Bergeijk, the Netherlands, and listed in the Trade Register under number 54262437 and/or their affiliated companies.

ARTICLE 2 APPLICABILITY

1. These General Terms and Conditions apply to all – including future – quotations, Agreements, brochures, price lists and proposals issued and/or concluded by Alius and all subsequent dealings between Alius and the Customer, including the pre-contractual situation between Alius and the Customer as well as any negotiations and quotations, even if they do not result in the conclusion of an Agreement.
2. These General Terms and Conditions apply to all subsequent quotations and Agreements, issued to and/or concluded with the same Customer, irrespective of whether they relate to or follow on from quotations already issued or Agreements already concluded.
3. Amendments or additions to these General Terms and Conditions require Alius's explicit written confirmation and apply solely to the quotation issued or Agreement concluded, respectively, for which the amendment or addition was made.
4. These General Terms and Conditions form an integral and inseparable part of any order placed by the Customer for the supply of Products.
5. Alius explicitly rejects the applicability of any general terms and conditions used by the Customer.
6. Unless the Agreement explicitly provides otherwise, Alius's rights under these General Terms and Conditions accrue to Alius without prejudice to all other rights under the Agreement and pursuant to the law.
7. If one or more provisions of these General Terms and Conditions are at any time void or voidable, either wholly or in part, the remaining provisions will remain fully effective. Alius and the Customer will then consult to agree new provisions to replace the void or voided provisions, taking into account the purpose and meaning of the original provisions to the extent possible.
8. The Customer is aware of the substance of these General Terms and Conditions. The Customer has received a copy of the General Terms and Conditions.
9. Alius is entitled to amend these General Terms and Conditions. If Alius has not received a written objection from the Customer within 14 days of Alius's written notification of an amendment, the Customer will be deemed to have accepted it.

ARTICLE 3 QUOTATIONS

1. All quotations or other offers from Alius are without obligation unless the quotation explicitly states otherwise; in that case, the quotation will be valid for 14 days. If the offer referred to in the quotation is not accepted within the period for acceptance (period of validity of the quotation), the offer made in the quotation will be deemed to have been rejected and Alius will be authorised to amend the price and conditions stated in the quotation. If the Customer accepts an offer, Alius will be entitled to withdraw it for up to two working days after receiving that acceptance without incurring any costs. If the Customer does not accept the offer included in the quotation, Alius will be entitled to charge the Customer for any costs it had to incur to make that offer.
2. An Agreement is only concluded if Alius has confirmed in writing (including by email) that it accepts the Customer's offer or order. The parties may also provide evidence of the conclusion of an Agreement by other means, including by sending a pro forma statement or an invoice or by the Products having been delivered to the Customer.
3. Alius is not bound by verbal undertakings from or arrangements with employees unless those employees are authorised to make such or Alius confirms such an arrangement in writing.
4. The contents of all price lists, brochures and other data provided with a quotation are stated as accurately as possible. The relevant

data are only binding on Alius if explicitly confirmed by Alius. Quotations are based on information provided by the Customer.

ARTICLE 4 ALIUS'S OBLIGATIONS

1. The Agreement details the Products to be delivered by Alius.
2. Alius assumes responsibility for delivering Products in accordance with the Agreement and these General Terms and Conditions as well as with good practice standards in the relevant sector, with Alius making at least reasonable efforts in this regard.
3. Upon request, Alius will inform the Customer at any reasonable time about the progress of the work. Alius is entitled to have work carried out by third parties or subcontractors, subject to the proviso that they are SCC qualified.

ARTICLE 5 THE CUSTOMER'S OBLIGATIONS

1. The Customer must provide Alius with all the data that Alius needs to be able to carry out its work properly, free of charge, correctly, on time and completely and in the manner desired by Alius. Alius cannot be required to start performing the Agreement until after it has received all the data it requires from the Customer for this. The Customer is obliged to inform Alius immediately in writing of any facts and circumstances that could be relevant to the performance of the Agreement.
2. The Customer guarantees the accuracy, completeness and reliability of the data and documents made available to Alius, even if they come from third parties, and declares that such data and documents are lawfully at its disposal.
3. The Customer will ensure that, where necessary for the performance of the Agreement, Alius has unrestricted access to sites, buildings or other locations where Services are to be performed and that they are in the right condition for Alius to be able to carry out the work.
4. The Customer is responsible for, and will at its own expense ensure the timely availability of facilities required for the construction, installation, completion, use and dismantling of the Products, including utilities (water, electricity) and construction site facilities.
5. The Customer will arrange for all permits, exemptions, orders or licences needed for the work to be carried out.
6. The Customer indemnifies Alius against all damage and costs, including lost sales and profit resulting from any inability to perform the Agreement, or inability to perform it on time or completely, due to or in relation to any non-compliance with the provisions of this article.

ARTICLE 6 PRICE AND PRICE ADJUSTMENT

1. All agreed prices are exclusive of any applicable VAT, packing costs, import and export duties, other levies imposed by the Dutch or any foreign government and any transport and/or packaging costs, unless explicitly stated otherwise.
2. In principle, Alius adopts a new price list every quarter. The prices stated in the Agreement or price list are based on the pricing factors in effect at the time of the order. Alius reserves the right to increase the agreed prices after the Agreement is concluded, but prior to delivery, if factors determining prices and/or rates including but not limited to energy prices, wages and salaries, materials, currency differences, import duties, taxes, levies and insurance rates increase for any reason whatsoever.
3. Alius will notify the Customer in writing in good time if and to the extent it exercises the foregoing right to adjust prices.
4. All prices are stated in euros unless explicitly agreed otherwise. The Customer will bear any currency loss incurred as a result of this.
5. Alius has the right to demand security from the Customer for the fulfilment of its payment obligations. The Customer must provide adequate security in this regard at Alius's first request. Alius is not liable for interest on any security provided.

ARTICLE 7 PAYMENT

1. All payments must, in principle, be made before the Products are delivered but at the latest within 7 days of the invoice date without any right to a discount, deduction or set-off, even in a bankruptcy situation, unless the Agreement explicitly stipulates other payment periods.
2. Payment must be made at Alius's office or by deposit into a bank account designated by Alius. The Customer is not entitled to suspend its payment obligations.
3. Invoices are deemed to be accepted and approved by the Customer if Alius does not receive an objection to them by registered letter within five days of the invoice date. If the Customer disputes the accuracy of or objects to an invoice, this does not suspend its obligation to pay that invoice.
4. If the Customer has not paid within the aforementioned period, or within a period that has been further agreed, it will be in default by operation of law without any further notice of default being required. Alius will then, without any further demand being required, be entitled to statutory commercial interest (Article 6:119a of the Dutch Civil Code) from the due date until the date of full payment and without prejudice to Alius's right to performance, termination and/or full compensation pursuant to the law. The Customer must

also pay Alius all judicial and extrajudicial collection and recovery costs amounting to 15% of the principal amount due, at a minimum of EUR 75. This includes any costs incurred for attachment, petitions for bankruptcy, collection costs, as well as the costs charged by lawyers, bailiffs and any other advisors engaged by Alius. Alius will determine these costs on the basis of the Extrajudicial Collection Costs (Fees) Decree (*Besluit vergoeding voor buitengerechtelijke incassokosten*). If Alius incurs any further costs, it will be entitled to charge the Customer the actual costs incurred.

5. Payments made by the Customer are always applied to any interest and costs that are due, then to the invoices due with the oldest invoices being paid first, even if the Customer states that the payment relates to a later invoice.
6. If and to the extent that the Customer defaults on payment, as well as in the event of the Customer becoming bankrupt or applying for a suspension of payments, or if its business has been suspended, closed down or liquidated, any claim that Alius has against the Customer will be immediately due and payable.
7. Alius reserves the right to require full or partial prepayment of the agreed price.

ARTICLE 8 TERMINATION OF THE AGREEMENT

1. Alius reserves the right to suspend performance of the Agreement in its entirety and with immediate effect, without prior notice to the Customer, or to terminate it, wholly or in part, if:
 - a. the Customer does not perform its obligations under the Agreement (or does not do so in a timely manner) and continues to default on them after Alius has issued it with a written notice of default allowing the Customer a reasonable period to remedy this;
 - b. the Customer is bankrupt or it petitions for its bankruptcy or it applies for or has obtained a suspension of payments;
 - c. there is a material change in the Customer's operations and/or its legal and/or structural organisation, or it ceases or considerably reduces its operations, or it loses the right to dispose of its capital or a substantial part of it as a result of, for example, attachment, insolvency, being put into receivership or being placed under enhanced supervision;
 - d. the Customer does not perform its obligations under the Agreement (or does not do so in a timely manner) and performance is impossible, or a situation as referred to in Article 6:83 of the Dutch Civil Code occurs, or a breach reoccurs that was previously the subject of a notice of default;
 - e. the Customer undergoes a change of control; or
 - f. the Customer fails to pay an invoice amount or a part of it within the specified period.
2. In these situations, the Customer will be deemed to be in default by operation of law. All Alius's claims against it will then be immediately due and payable and termination will be without prejudice to Alius's other rights, such as those in respect of penalties already due, interest and compensation. Alius is not liable for any compensation to the Customer if the Agreement is terminated on any of the above grounds.
3. Alius is entitled to suspend performance of the Agreement, wholly or in part, until the Customer has provided security for a subsequent payment.

ARTICLE 9 CONSENT FOR THE USE OF THE OTHER PARTY'S DATA AND ADVERTISING

1. The Customer is responsible for the timely and complete provision of information to end users as regards, for example, the possibilities of using a monitor portal. Alius is not liable for any claims arising from the use of such portal.
2. Alius is authorised to advertise using the Customer's name as an Alius customer insofar as it does so for promotional purposes.

ARTICLE 10 DELIVERY AND RISK

1. Delivery takes place at the place and time stated in the accepted quotation or as confirmed by Alius by email. Alius gives an approximate delivery period. Delivery later than indicated in a quotation does not provide any entitlement to compensation unless this is agreed in writing. Agreed periods are not strict deadlines unless agreed in writing. If Alius does not specify a place of delivery in the accepted quotation or other correspondence, it will be ex warehouse.
2. Unless explicitly agreed otherwise, Alius is entitled to stagger Product deliveries and to invoice each individual delivery separately. Alius may charge the Customer for the costs of staggered deliveries.
3. The Customer must take delivery of call-off orders within five days of the date of the order confirmation. If the Customer does not take delivery of the Products or does not do so on time or at the agreed location due to it not having provided the necessary cooperation or due to any other obstacle on its part, it will be in default by operation of law and Alius will have the right to transport the Products from

the agreed delivery location to a location to be determined by Alius and to store them there from the agreed delivery time, at the Customer's risk and expense. The Customer will then owe compensation in the amount of the lost profit and all costs incurred in that regard. This compensation will be at least 15% of the net invoice amount, without prejudice to Alius's right to claim compensation for the excess.

4. If the Customer has not taken delivery of the Products within two months of the date of the quotation, Alius will be authorised to terminate the Agreement relating to that delivery without judicial intervention and to sell or take back the Products in question. Alius will then also be authorised to charge the Customer for any associated costs (including storage, transport and insurance costs) as well as for any loss of sales and profit sustained by Alius.
5. The Customer will bear the risk of loss, damage or total or partial destruction of the Products from the time of delivery.
6. The Customer will also bear the risk and expense of the delivery (and/or later delivery) of Products, including in any case the costs of transport, insurance, obtaining the necessary documents and permits, packaging, hoisting, loading and unloading activities.

ARTICLE 11 COMPLAINTS AND RETURNS

1. Upon delivery, the Customer is obliged to examine whether the delivered Product is in compliance with the Agreement.
2. The Customer must submit any complaints it has to Alius in writing within the following time limits:
 - a. complaints about the incorrect or incomplete execution of an order: within ten working days of delivery;
 - b. complaints about an externally visible defect in delivered Products: immediately after delivery by means of a written notification accompanied by photographs;
 - c. complaints about a defect in delivered Products that is not externally visible: within fourteen calendar days of delivery by means of a written notification accompanied by photographs.
3. If the Customer fails to observe any of these deadlines for complaints, it will be deemed to have accepted the delivered Products and any claim it has against Alius about defects in the delivered Products will lapse, subject to the provisions of Article 14 regarding warranties.
4. Submitting a complaint never releases the Customer from its payment obligations.
5. If Alius considers a complaint to be valid, it will only be required to deliver what is missing or to repair or replace the defective Product(s) in exchange for the return of the item(s) concerned. Alternatively, Alius may send the Customer a credit note, all at Alius's sole discretion. If a Product is repaired or replaced, the Customer will bears the risk and expense relating to the additional costs of installation including any labour costs and other charges relating to that repair or replacement.
6. The Customer may only return defective Products if Alius agrees to this in writing and if the defective Products are still in their original packaging. The Customer must comply with Alius's instructions regarding the storage or return of the Products. Returns are entirely at the Customer's risk and expense.
7. If the Customer returns Products, which can only take place with Alius's consent and confirmation, Alius will charge the Customer a 50 euro administrative fee for this.
8. If for a return shipment a date and/or time period is specified by the Customer for the collection of the Products, which date is confirmed by Alius, and the Customer is not on location on this specified date and/or during this specified time period, then Alius will be entitled to charge the Customer the actual costs incurred for this.

ARTICLE 12 PACKAGING

1. The packaging is and remains Alius's property and the Customer must look after it with due care. Packaging does not include packaging film, disposable pallets and cardboard. Alius is entitled to charge a deposit for packaging. Alius will take back the packaging, if in good condition, at the price charged to the Customer within one month of the delivery date.
2. If packaging is damaged, incomplete or lost, the Customer will be liable for such damage and Alius will charge the Customer for it at cost price.

ARTICLE 13 RETENTION OF TITLE

1. As security for the correct and full performance of the Customer's obligations, the delivered Products will remain Alius's property until the Customer has paid all amounts including interest and costs it owes to Alius under the Agreement or otherwise.
2. If Alius has claims against the Customer in respect of which it has asserted its retention of title as well as claims in respect of which it has not asserted its retention of title, any payment made by the

Customer will first serve to settle claims in respect of which it has not asserted its retention of title.

3. Until ownership of the delivered Products has passed to the Customer, the Customer may not transfer ownership, encumber or dispose of them under any title whatsoever.
4. Until ownership of the delivered Products has passed to the Customer, the Customer must keep them with due care as property recognisably belonging to Alius and insure them against damage and theft. Any marks or signs affixed in, on or to the delivered Products must be and remain visible.
5. The Customer may, in the ordinary course of its business, use and dispose of Products delivered by Alius, but not encumber them, provided that it notifies the transferee of the retention of title.
6. Alius has the right, without any notice of default or judicial intervention being required, to repossess and store Products that have been delivered under a retention of title at the Customer's expense and with its full cooperation if:
 - d. the Customer defaults on its obligations under the Agreement or on any other basis, for example if there is late payment;
 - e. a third party attaches any property or assets of the Customer;
 - f. the Customer is granted a suspension of payments;
 - g. a petition is filed for the Customer's bankruptcy or the Customer is declared bankrupt; or
 - h. the Customer makes a payment arrangement with one or more of its creditors. Alius also has this right if it reasonably expects any of these situations to occur.

ARTICLE 14 WARRANTY

1. Alius will deliver Products that conform to the requirements set out in the Agreement. Unless Alius and the Customer agree otherwise in writing, Products are not fit for a particular purpose and do not possess special qualities, nor will Alius be liable for any lack of conformity of the Products.
Guarantee for Products manufactured by Alius (Aelex)
2. Without prejudice to the provisions of Article 10 and other warranty provisions agreed between Alius and the Customer, Alius guarantees for a period of time specified in the Agreement that items produced and delivered by Alius are free of manufacturing or material defects. Defects visible at the time of delivery are not covered by this guarantee. Alius provides the following guarantee in this regard:
 - a. Aelex mounting system for tiled roofs: 20 years
 - b. Aelex mounting system for sheet piling roofs: 20 years
 - c. Aelex mounting system for corrugated roofs: 20 years
 - d. Aelex mounting system for façade mounting: 20 years
 - e. Aelex Aesthetica in-roof mounting system: 20 years.

Warranty for wholesale sales

3. Alius supplies Products sourced from other suppliers through its wholesale business. In such cases, the Customer's warranty claims are limited to the warranty that the relevant Product supplier provides in a specific case and actually grants to Alius.

Guarantee for Services

4. Alius guarantees that all Services meet the requirements set out in the Agreement, all in accordance with good practice standards in the relevant sector, with Alius making at least reasonable efforts in this regard. Alius guarantees that it will exercise the degree of skill and care reasonably expected of a reputable, competent and reasonably experienced party engaged in such activities. This guarantee is valid for 14 days following the provision of the Services.

Guarantee with regard to Luxus

5. Alius does not give any guarantee—express or implied—of any kind whatsoever, including but not limited to any guarantee regarding suitability for a particular purpose. Alius also does not guarantee the uninterrupted availability of Luxus. Alius will not verify the quality and content of any quotations given by the Customer to the end customer as a result of the use of Luxus. Neither does Alius guarantee the accuracy or feasibility of data generated by the Customer's use of Luxus. These are indicative results only. The Customer should not rely on their accuracy or completeness. These results should always be independently verified by the Customer. Alius does not accept any liability in this context. Upon entering into the Agreement, the Customer declares that they are aware of the foregoing and that they have not relied on any guarantee from Alius with regard to Luxus, and that upon entering into the Agreement, the Customer has taken into account the absence of any other guarantee with regard to Luxus.
6. Without prejudice to the provisions of Article 10 and this Article 14, this guarantee does not cover (nor will the Customer will have any claim under such guarantee) defects that occur in, or are wholly or partially the result of:
 - a. any failure to observe the operating and

- b. maintenance instructions and assembly instructions; misuse of the Products or use of the Products other than for their intended normal use or improper storage;
 - c. normal wear and tear;
 - d. assembly, adjustment, installation and/or repair of the Products by the Customer or third parties, other than by an e-installer or systems installer (e.g. installer of sanitary and airconditioning systems) authorised by Alius;
 - e. damage to the site where the Products are installed;
 - f. electrical damage caused by improper use of the Products or exposure to power surges, overvoltage, lightning, fire, water, vermin, damage due to breakage or any other external contingency;
 - g. the application by Alius of any government regulation regarding the nature and quality of the materials used;
 - h. items, materials and/or methods applied or provided for processing at the Customer's request;
 - i. Products whose brand name, type and/or serial number have been altered or rendered illegible, excluding alterations made or caused by Alius;
 - j. Products installed on mobile systems such as residential units, vehicles, ships or offshore;
 - k. glass breakage and/or damage to the edges of the solar panels, discolouration due to mould or moss growth;
 - l. any failure by the Customer to report a failure to Alius in a timely manner;
 - m. insufficient load-bearing capacity of a roof structure;
 - n. as regards Products manufactured by Alius (Aelex): (i) any alteration to the Aelex PV fastening system, whether this is caused by sunlight, condensation, acid rain (rain containing a solution of sulphur dioxide (SO₂), nitrogen oxides (NO_x), ammonia (NH₃) or volatile organic compounds (VOCs)), salt water or any other condition that has a corrosive or material-degrading effect, and (ii) aging of the foam tape due to UV radiation; Alius recommends that foam tape be replaced every 10 years.
7. Alius will – at its sole discretion – repair or replace any defective Products covered by the warranty/guarantee in exchange for the return of the relevant Products, or will give a price reduction or send a credit note.
 8. The Customer must in this regard make the Products available to Alius at its first request and pay the freight charges in advance. The parties will split the costs of return shipments by agreement, depending on the type of Product returned by the Customer. The Customer will bear the expense and risk of any labour costs required for any repair or replacement.
 9. In no event will the initial warranty/guarantee period be extended if Alius replaces or repairs defective Products covered by a warranty/guarantee.
 10. If Alius replaces delivered Products, wholly or in part, or refunds all or part of the purchase price, it may deduct a charge for any temporary use made of those Products by the Customer.
 11. A warranty/guarantee will lapse if the Customer fails to fulfil its obligations under the Agreement and/or these General Terms and Conditions.
 12. Reliance on any warranty/guarantee provision does not release the Customer from its obligations under the Agreement and/or these General Terms and Conditions.
 13. Unless expressly set out in these General Terms and Conditions and/or the Agreement, Alius does not provide any guarantee whatsoever, whether explicit or implied by the law (conformity), conduct, implementation, business practices or otherwise. The Customer confirms that, in entering into the Agreement, it is not relying on any warranty or guarantee from Alius other than those explicitly included in the Agreement and/or these General Terms and Conditions, and it took account of any lack of any warranty or guarantee when concluding the Agreement.

ARTICLE 15 LIABILITY

1. Alius is only liable to the Customer if the latter proves that it has suffered damage due to a material error by Alius which could have been avoided if it had acted carefully. However, Alius is only liable for direct damage that is the direct and immediate result of that material error, except in the case of intent or deliberate recklessness on Alius's part. Alius is never liable for the accuracy and outcomes of results and data generated by Luxus nor the implementation thereof by the Customer.
2. In no event is Alius liable for indirect damage, including but not limited to lost profit, loss of goodwill, loss of customers or other contacts due to any delay, loss of data, missed savings, damage due to business interruption, damage due to intentional or deliberate

recklessness by auxiliary persons etc., however it is referred to and whoever suffers it.

3. If, notwithstanding the provisions of this article, the Customer holds Alius liable for damage it has suffered, such liability will in any event be limited to (i) the maximum amount to be paid out by Alius's insurer in relation to the relevant event or, if Alius is not insured in that regard, (ii) the amount that Alius received from the Customer for the Products.
4. Alius is not liable for defects resulting in whole or in part from a processing method prescribed by the Customer, or from a construction or manufacture prescribed by the Customer or that is caused in whole or in part by a supplier, consultant, subcontractor or auxiliary person prescribed by the Customer. Nor is Alius liable for damage caused by the intentional or deliberate recklessness of the end user or the person who accessed the Products.
5. Alius is all times authorised to offset any obligation to pay compensation against unpaid invoices and any resultant interest and costs.
6. The Customer indemnifies Alius against all third-party claims for compensation or otherwise that are directly or indirectly related to the performance of the Agreement between Alius and the Customer. (including but not limited to use of Luxus by the Customer).
7. The limitation of liability applies equally to Alius employees and third parties engaged by Alius to carry out work.
8. Claims for compensation expire one year after the date on which the Customer becomes aware of the damage and the possibility that Alius may be liable for it.

ARTICLE 16 INTELLECTUAL PROPERTY RIGHTS

1. The Customer acknowledges that Alius is the sole and exclusive rightholder of claims to all intellectual property rights, both current and future, to its Products, all data, designs, processes, presentations, advice, software, files, models, documents, including but not limited to offers, quotations, explanations, questionnaires and protocols ("Intellectual Property Rights") developed and/or made available or used pursuant to the Agreement and/or on the Customer's instructions.
2. Intellectual Property Rights include, but are not limited to, patents, utility models, supplementary protection certificates, trade marks and service marks, design rights, trade names, service names, copyrights, rights in the form of copyrights, geographical indications, rental rights, lending rights, moral rights, database rights and domain names used and/or created during the Agreement.
3. Neither these General Terms and Conditions nor the Agreement imply any transfer of any Intellectual Property Right or other right.
4. The Customer is expressly prohibited from making any Intellectual Property Rights available to a third party, reproducing, disclosing or exploiting them, with or without the involvement of third parties, unless it has obtained Alius's written consent in advance to do so.
5. If a third party infringes Alius's Intellectual Property Rights, the Customer will immediately notify Alius of this in writing. The Customer will provide all documentation and information relating to the Intellectual Property Rights at Alius's first request as well as all requested cooperation. The Customer is not obliged to indemnify Alius against claims relating to Intellectual Property Rights.

ARTICLE 17 FORCE MAJEURE

1. *Force majeure* means that Alius is unable to fulfil its obligations under the Agreement, in whole or on time or at the agreed location, due to a circumstance that is beyond its reasonable control. Situations of *force majeure* include, but are not limited to, fire, theft, water damage, nuclear reactions, natural disasters, severe weather, war, acts of war or the threat of war, chemical and bio-chemical weapons, epidemics, pandemics, government measures, riots, unrest due to social or ideological differences, strikes, work closures, sit-down strikes, work stoppages, work-to-rule actions, defects in machinery or installations, interruption, operational disruptions to Alius's business, interruptions to the supply of or rationing of raw materials, auxiliary materials and fuels, import or export restrictions, transport problems, changes to regulations and a failure by a third party from whom Alius purchases products or services to perform.
2. If a *force majeure* situation arises, Alius will not be liable for any damage suffered by the Customer and will be entitled to suspend performance of the Agreement until such time as it is again able to resume its work in the agreed manner.
3. If Alius is subject to a *force majeure* situation that has lasted for two months, it will be entitled, without any obligation to pay compensation, to terminate the Agreement wholly or in part by issuing a notice to that effect without judicial intervention, without prejudice to its right to payment by the Customer for Services already performed by Alius before the *force majeure* situation arose. This two-month period will not apply if Alius cannot reasonably be required to continue to keep the Agreement in effect after the *force majeure* situation arises. In no event will the

Customer be entitled to compensation if the Agreement is terminated.

ARTICLE 18 PERSONAL DATA PROTECTION

1. Alius collects and processes information about the Customer and its officers, employees, contacts or representatives (personal data) relating to the management of its dealings with the Customer and the performance of the Agreement. The Customer consents to Alius processing personal data for these purposes. The Customer also consents to Alius disclosing personal data to its suppliers or third parties if necessary for these purposes. In connection with the provisions of this article, the Customer indemnifies Alius against and will compensate it for any third-party claims (including any claims by the aforementioned officers, employees, contacts or representatives and/or regulators and authorities).

ARTICLE 19 CONFIDENTIALITY

1. The Customer is required to maintain confidentiality with regard to all confidential information – both oral and written – relating to the Agreement, the offer, the quotation, Alius itself, the Products, including but not limited to any proposals, quotations or other written statements (and their contents) that come to its attention pursuant to the Agreement as well as in relation to Alius's work, insofar as such information has been disclosed in confidence or is evidently confidential in nature, and not to disclose it (or have it disclosed), wholly or in part, in the broadest sense.
2. Confidential information includes:
 - a. the conclusion of the Agreement, the quotation, the Products and their contents;
 - b. information developed or created in the context of the cooperation between Alius and the Customer;
 - c. information that is secret in the sense that it is not, either in its entirety or in the proper composition and arrangement of its components, generally known to or readily accessible to persons in the circles ordinarily concerned with such information;
 - d. information that has commercial value because it is secret; and
 - e. information that is subject to reasonable measures by the person lawfully in possession of it, given the circumstances of it being kept secret.
3. The unlawful acquisition of confidential information does not include the acquisition of confidential information due to:
 - a. independent discovery or independent design;
 - b. observation, examination, disassembly or the testing of a product or object that has been disclosed to the public or is lawfully in the possession of the person acquiring the information who is not bound by a legal obligation to restrict the acquisition of that confidential information;
 - c. the exercise of the rights of employees or their representatives to information and consultation in accordance with European Union law or provisions by or pursuant to the law or national practices; or
 - d. any other practice which, in the circumstances, is consistent with fair trade practices; and
 - e. obtaining, using or disclosing it as required or permitted by European Union law or provisions by or pursuant to the law.

ARTICLE 20 APPLICABLE LAW AND CHOICE OF FORUM

1. All Agreements between Alius and the Customer are governed by Dutch law.
2. Any and all disputes arising from Agreements between Alius and the Customer that the Subdistrict Court is not competent to hear and determine must, at first instance, be submitted to and adjudicated by the competent court of the District Court of Oost-Brabant, the Netherlands, without prejudice to Alius's right to submit a dispute to the competent court in the court district in which the Customer is located.

ARTICLE 21 MISCELLANEOUS

1. Unless the Agreement explicitly provides otherwise, Alius's rights under the Agreement are in addition to, and without prejudice to, any other rights available to it under the applicable laws and regulations.
2. A waiver of any right by Alius is only valid if made in writing. Any omission by Alius to exercise a right under the Agreement or a delay in exercising any right may not be deemed a waiver of that or any other right under the Agreement.
3. The Customer is not authorised to transfer, encumber or otherwise dispose of any rights under the Agreement, either wholly or in part. This clause is a clause (*beding*) within the meaning of Article 3:83(2) of the Dutch Civil Code and has property law effect.
4. Alius is authorised to transfer its rights and obligations under the Agreement to a third party. The Customer hereby undertakes to cooperate unconditionally and irrevocably with such transfer. Alius is authorised to encumber or assign rights under the Agreement.