

General conditions of sale and delivery of:

Inno+ B.V.

Maasbreeseweg 50

NL-5981 NB Panningen, the Netherlands

Registered at the Chamber of Commerce for Limburg under number: 12050574

Article 1: Applicability, definitions

1. These conditions will apply to all offers, quotes and/or agreements of purchase and sale, as well as to all offers, quotes and/or agreements for services, including all agreements for the development or installation of systems in the field of climate control, air cleaning and air treatment, agreements for the production of plastic products and agreements for the performance of work on the above systems and products of Inno+, having its registered office in Panningen, the Netherlands, referred to hereafter as "Inno+". These general conditions will apply in full to any amendments, additional or partial orders and/or follow-up or partial assignments.
2. The purchaser or the client of Inno+ will further be referred to as "the other party".
3. In these general conditions, "in writing" will mean: by letter, e-mail, fax or any other means of communication which, in view of the state of the art and generally prevailing opinion, can be regarded as equivalent.
4. In these general conditions, "documents" will mean: the advice, calculations, drawings, reports, designs, etc. to be drawn up or issued by Inno+ and/or provided by the other party. These documents, including digital files, can be recorded both in writing and on other data carriers, such as CD-ROMs, DVDs, USB flash drives, etc.
5. In these general conditions, "information" will mean: both the documents and the other data (oral or otherwise) to be provided by Inno+ and/or the other party.
6. In these general conditions, "items" will mean: the materials, parts etc. to be used by Inno+ in the performance of the work and/or required materials, parts, etc. and the items, materials, parts, etc. to be delivered to the other party in this context, as well as items, materials, parts, etc. to be sold separately.
7. The possible inapplicability of all or part of a provision of these general conditions will not affect the applicability of the remaining provisions.
8. In the event of any discrepancy or inconsistency between these general conditions and a translated version of such, the Dutch text will prevail.
9. If Inno+ has already submitted these general conditions to the other party on several occasions, this will constitute a lasting trading relationship. Inno+ does not have to provide the general conditions repeatedly in order for them to apply to subsequent agreements.

Article 2: Offers, quotes

1. All offers and/or quotes of Inno+ will be without obligation. All offers and/or quotes of Inno+ will be valid for a period of sixty (60) days after the date of the offer or quote, unless another validity date is stated on an offer/quote.
2. Inno+ will be entitled to revoke its offer to the other party at any time. If the offer has already been accepted by the other party, Inno+ will be entitled to revoke its offer immediately after receipt of the acceptance.
3. Price lists and lists of rates provided or displayed by Inno+ will be subject to change. The other party cannot derive any rights from such.
4. A composite quote will not oblige Inno+ to supply part of the items or services included in the offer or quote for a corresponding part of the price.

5. If the offer or quote is based on information provided by the other party and this information turns out to be incorrect or incomplete or subsequently changes, Inno+ will be entitled to adjust the prices, rates and/or delivery periods stated.
6. Unless the parties have explicitly agreed otherwise in writing, a stated price will never include:
 - a. the costs of earthwork, chopping, demolition, carpentry, repair or other construction work;
 - b. the costs of connecting items supplied by Inno+ to gas, water, electricity or other infrastructural facilities (including Internet);
 - c. any costs incurred to prevent damage to or on items present at the other party during the performance of the agreed work;
 - d. the costs of disposing of materials, building materials or waste and crane costs for both loading, unloading and installation.

Article 3: Models, samples and documents

1. Samples and models shown and/or provided, examples of the documents, as well as statements of dimensions, capacities and weights, as well as images and other descriptions in brochures, promotional material and/or on the Inno+ website are as accurate as possible, but are valid only as an indication. The other party cannot derive any rights from such. With a view to structural changes, the actual performance may differ from the above statements, illustrations and images.
2. The provided samples, models and examples will remain the property of Inno+.
3. If the other party does not accept an offer or quote, it must return Inno+ all documents and items delivered with the offer or quote at the first request of Inno+.

Article 4: Conclusion of an agreement

1. The agreement will be concluded as soon as Inno+ has received a quote signed by the other party and Inno+ does not revoke its offer or quote within an appropriate period of time. In the event of an order by telephone, fax or e-mail, the agreement will be concluded at the time when Inno+ confirms this order in writing to the other party.
2. The agreement will also be concluded if the acceptance deviates on minor points from the offer or quote. If, however, the acceptance of the other party deviates on essential points, the agreement will be concluded only if Inno+ has agreed to these deviations in writing.
3. Inno+ will be bound to:
 - a. an assignment or order without a prior offer;
 - b. oral agreements;
 - c. additions to or amendments of the general conditions or the agreement;only after written confirmation of such to the other party or as soon as Inno+ – without objection from the other party – has started the performance of the assignment, order or agreements.

Article 5: Prices, rates, costs

1. The prices and rates stated in an offer, quote, agreement and/or price lists or lists or rates will be exclusive of VAT.
2. Unless the parties have agreed on a fixed fee for the work, Inno+ will calculate its fee on the basis of the number of hours spent based on the application of the agreed hourly rate or the customary hourly rate of Inno+.
3. In the context of these general conditions, the number of hours spent will also include the travel time (travel hours) incurred by Inno+ within the context of the performance of the agreement.
4. The hourly rates apply to normal working days, which means: Monday to Friday (with the exception of public holidays) from 8 a.m. to 5 p.m.
5. In the case of urgent assignments or if the work is to be carried out at the request of the other party outside the working days referred to in the previous paragraph, Inno+ will be entitled to charge a reasonable or customary surcharge on the hourly rate.

6. If a dispute arises between the parties regarding the number of hours spent and/or invoiced, the time recording of Inno+ will be binding.
7. Inno+ will be entitled to increase an agreed fixed fee if it becomes apparent during the performance of the agreement that the agreed or expected amount of work was not properly estimated by the parties, without this being attributable to Inno+, and it cannot reasonably be demanded of Inno+ to perform the work for the agreed fee.
8. If price or cost price-increasing circumstances occur for Inno+ between the date of conclusion of the agreement and its performance as a result of legislation, currency fluctuations, price changes at the third parties or suppliers engaged by Inno+ or changes in the prices of the required items, Inno+ will be entitled to increase the agreed prices and rates accordingly and to charge them to the other party.

Article 6: Engaging third parties

1. If, according to Inno+, the proper performance of the agreement requires such, it may have certain deliveries and work carried out by third parties.

Article 7: Obligations of the other party

1. The other party must ensure and guarantees that:
 - a. it will make all information necessary for the performance of the agreement (including permits, exemptions, decisions, etc.) available to Inno+ in good time and in the manner desired by Inno+;
 - b. any information carriers, files, etc. provided to Inno+ by the other party will be free of viruses and defects;
 - c. Inno+ will be informed about any hygiene or safety protocols that apply at the work location prior to commencement of the work;
 - d. Inno+ will have access to the work location at the agreed dates and times. This location must meet the applicable legal and safety or other requirements;
 - e. the third parties engaged will carry out their work and deliveries in such a way that Inno+ will not be obstructed or delayed in the performance of the agreement;
 - f. the work location is in such a condition that Inno+ can perform and continue the work unhindered;
 - g. Inno+ will be given the timely opportunity to take care of the supply, storage and/or removal of construction or other materials and resources;
 - h. Inno+ will have the connection possibilities for electricity (power current), gas and water as desired by Inno+ free of charge at the work location. Lost working hours as a result of water, gas or power failures will be at the expense of the other party;
 - i. Inno+ will have free access to toilets, mobile kitchens and canteens;
 - j. there will be sufficient facilities available at the work site for the collection of waste, such as construction and chemical waste;
 - k. a space will be available at the work location where tools, machines, materials, etc. of Inno+ can be stored or deposited without damage or theft.
2. The other party will ensure and guarantee that the information provided to Inno+ is correct, complete and reliable. Inno+ will be under no obligation to examine the correctness, completeness or reliability of the data provided to it. The other party will be obliged to compensate all damage resulting from incorrect and/or incomplete information and to indemnify Inno+ in this regard against claims from third parties.
3. The other party will be liable for loss, theft and other damage to the tools, machines, construction or other materials, etc. of Inno+ that are located at the site of the other party, in so far as the loss, theft and other damage was not caused by or can be attributed to Inno+. Loss, theft and other damage caused outside regular working days will at all times be at the expense and risk of the other party.
4. The other party will allow Inno+ to place name designations and advertisements free of charge at the work location or on the work structure.

5. If the other party does not fulfil the obligations referred to in this article or does not fulfil them on time, Inno+ will be entitled to suspend the performance of the agreement until the other party has fulfilled its obligations.
6. If the other party does not meet the obligations in paragraph 1 or does not meet them on time, the costs relating to the delay or lost working hours, the costs of performing additional work, storage costs and the other consequences arising from such will be at the expense and risk of the other party.

Article 8: Delivery, delivery or completion times

1. Agreed delivery or completion times are approximations and may not be considered deadlines. If a delivery or completion time is exceeded, Inno+ will not be obliged to pay compensation and the other party will not be entitled to refrain from performing or to suspend any obligations arising from the agreement. Unless a partial delivery has no independent value, Inno+ will be entitled to deliver the ordered items in parts.
2. The risk relating to the items delivered will be transferred to the party at the time of delivery. The delivery of items will take place Ex Works (Incoterms 2020), unless parties have agreed otherwise. Dispatch or transport of the ordered items will be at the expense and risk of the other party. The delivery of works and activities will take place in accordance with Article 11 of these general conditions.
3. If items and/or materials delivered by Inno+ are present on the premises of the other party for the performance of the agreement – both in the case of purchase and in the case of work – prior to delivery or completion, these items and/or materials will be at the risk of the other party from the time that they are on the premises of the other party.
4. If it proves impossible to deliver documents or items to the other party or if it proves impossible to perform the agreed work due to a cause within the scope of risk of the other party, Inno+ will be entitled to store these documents or the items and/or the materials, parts, etc. purchased for the work at the expense and risk of the other party. The other party will immediately reimburse the costs involved to Inno+.
5. If delivery remains impossible for a period longer than two weeks, Inno+ will be entitled to dissolve the agreement in whole or in part with immediate effect by means of a written statement, to sell the materials and/or other items to third parties and to destroy any documents already produced without any obligation for Inno+ to pay damages, costs and interest. The above will not prejudice the other party's obligation to pay compensation for any storage or other costs, loss due to delay, loss of profit or other damage.
6. Inno+ will be entitled to deliver items that deviate from what the parties have agreed in the case of changes or deviations that are required or necessary according to the relevant legislation for these items.

Article 9: Progress, performance of the agreement

1. If the commencement, progress, delivery or completion of the work or the agreed delivery of items is delayed because:
 - a. Inno+ has not received all necessary information from the other party on time;
 - b. Inno+ has not received any agreed advance or other payment from the other party on time;
 - c. there are other circumstances that are at the expense and risk of the other party;Inno+ will be entitled to a reasonable extension of the delivery or completion time and to compensation for the costs and damages involved, such as any waiting hours.
2. If the agreement is to be performed in phases, Inno+ will be entitled to suspend the performance of those parts belonging to a subsequent phase until the other party has approved the results of the preceding phase.

3. Inno+ will make every effort to perform the agreed work and deliveries within the agreed and planned time, in so far as this can reasonably be demanded of it. If the performance of the agreement is to be accelerated at the request of the other party, Inno+ will be entitled to charge the other party for the overtime and other costs involved.
4. The costs for Inno+ relating to compliance with statutory provisions and governmental orders will be at the expense of the other party.
5. If, during the performance of the agreement, it appears that the work and/or deliveries cannot be carried out in the agreed manner due to unforeseen circumstances, Inno+ will consult with the other party about changes to the agreement. Inno+ will inform the other party of the consequences of the change for the agreed prices, rates and delivery or completion times. If the performance of the agreement has become impossible as a result, Inno+ will in any case be entitled to full reimbursement of all work and deliveries it has already performed.
6. The other party will always carefully check each draft version of documents (including designs) to be produced by Inno+ and notify Inno+ of its response as soon as possible. Inno+ may in such cases require that the final version of the produced documents be initialled per page for approval by the other party or that the other party signs a written statement of approval of the final version. The other party may not use the produced documents until Inno+ has received the initialled final version or the written statement of approval.
7. If the other party does not respond within five (5) working days to the draft versions of the documents to be produced by Inno+, the draft version of the document will be considered to be the final version to which the other party is bound.

Article 10: Additional Work

1. Additional work will be understood to mean: all additional work and deliveries at the request of the other party or necessarily resulting from the work that are not included in the offer, quote or assignment.
2. Settlement of additional work will take place:
 - a. in the event of changes to the original assignment;
 - b. in the event of unforeseen cost increases or reductions and deviations from offsettable and/or estimated quantities.
3. Settlement of additional work will be made directly with the final invoice, unless the parties have agreed otherwise in writing.

Article 11: Completion and approval

1. The result of the work will be considered to have been completed in accordance with the agreement, if the other party has checked this result and signed the completion statement or worksip for approval.
2. The result of the work will also be considered to have been completed in accordance with the agreement, if the other party has not complained to Inno+ within a period of two (2) weeks after the notification that the work has been completed, or as much earlier as the other party has already started using this result/the object in or on which the work has been carried out before this day.
3. Work not yet carried out or not yet completed by third parties engaged by or on behalf of the other party, which affect the proper use of the result of the work, will not affect the completion thereof.
4. Minor defects that can be easily repaired within a maintenance period agreed between the parties will not constitute grounds for withholding approval, provided that these defects do not prevent the possible commissioning. If the parties have not agreed on a specific maintenance period, a maintenance period of 30 days after completion will apply.

Article 12: Complaints and returns

1. The other party must check delivered items immediately upon receipt and state any visible faults, defects, damage and/or deviations in numbers on the consignment note or accompanying receipt. In the absence of a consignment note or accompanying receipt, the other party must report the faults, defects, etc., to Inno+ within one (1) week after receipt of the items, followed by a written confirmation thereof. In the absence of such notification, the items will be considered to have been received in good condition and to comply with the agreement.
2. If no explicit guarantee period has been agreed, a period of one (1) year after delivery will apply.
3. The other party must check the documents delivered by Inno+ – which were not first submitted to the other party in draft form – immediately upon receipt. Any visible errors and/or imperfections that can reasonably be found during an initial inspection must be reported to Inno+ within one (1) week after receipt of the documents, followed by a written confirmation thereof. In the absence of such notification, the documents will be considered to have been received legibly and completely and to comply with the agreement.
4. Complaints with regard to the work carried out by Inno+ must be reported to Inno+ at the latest within ten (10) working days after the performance of this work, followed by a written confirmation thereof.
5. If a complaint has not been reported to Inno+ within the periods specified in the previous paragraphs, an agreed guarantee cannot be invoked.
6. Complaints will not suspend the other party's payment or other obligations.
7. The other party must enable Inno+ to investigate the complaint and provide all relevant information to Inno+. If return dispatch is required for the investigation of the complaint or if it is necessary for Inno+ to investigate the complaint on site, this will take place at the expense of the other party, unless the complaint turns out to be well-founded.
8. No complaints are possible with regard to deviations considered admissible or technically unavoidable in the sector with regard to, for instance, but not limited to, quality, quantity, dimensions, colours, finish, customised finish.

Article 13: Guarantees

1. Inno+ will ensure that the agreed deliveries and work are carried out properly and in accordance with the standards applicable in its sector, but will never provide a more extensive guarantee with regard to these deliveries and work than expressly agreed between the parties.
2. If Inno+ produces documents or designs of air wash or other installations or systems/spaces in which the installations will be located on the instructions and/or on behalf of the other party, its responsibility with regard to the correctness or applicability does not extend beyond what has been expressly agreed between the parties.
3. Inno+ guarantees that the items it delivers will be free of design, material and manufacturing faults for a period of one (1) years following delivery or completion. Inno+ will guarantee the customary standard quality and reliability of the delivered item.
4. When using the materials required for the performance of the agreement, Inno+ will base itself on the information provided by the manufacturer or supplier of these materials regarding their properties.
5. The guarantee cannot be invoked as long as the other party has not yet paid the price agreed for the items and/or the fee agreed for the work.
6. In the case of a justified claim under the guarantee, Inno+ will – at its discretion – repair or replace the items free of charge, carry out the agreed work as yet in the correct manner or reimburse or reduce the agreed price or fee.

Article 14: Liability

1. Inno+ does not accept any liability other than those explicitly agreed upon nor any guarantees, guaranteed results or quality requirements provided by Inno+.

2. Without prejudice to the provisions of the previous paragraph, Inno+ will be liable only for direct damage to property. Any liability of Inno+ for consequential damage, such as damage caused by delay, trading loss, loss of profit and/or loss suffered, is expressly excluded.
3. If Inno+ is liable for damages suffered by the other party, the compensation obligation of Inno+, without prejudice to the provisions of the previous paragraphs, will always be limited to a maximum of the amount that is paid out by its liability or other insurer in the case in question. If liability in a specific case is not covered by an insurer, Inno+'s obligation to pay compensation will under all circumstances be limited to a maximum of the invoice amount for the items delivered or the work performed with a maximum of € 250,000.
4. The other party must hold Inno+ liable within six (6) months at the latest after it has become aware of or could have become aware of the damage it has suffered.
5. Without prejudice to the provisions in the previous paragraphs, Inno+ will be liable in the case of assignments to which a construction all-risk (CAR) insurance or equivalent insurance applies, only for damage that is not covered by this insurance.
6. Inno+ will not be liable and the other party cannot invoke applicable guarantees if the damage has occurred:
 - a. as a result of improper use or use contrary to the purpose of the items delivered or instructions, advice, instructions for use, etc., provided by or on behalf of Inno+;
 - b. as a result of improper storage or improper or incorrect installation of the delivered items by or on behalf of the other party;
 - c. as a result of normal wear and tear, erosion or corrosion;
 - d. as a result of directions, instructions or installation from, by or on behalf of the other party;
 - e. as a result of a choice of the other party that deviates from what Inno+ advised and/or is customary;
 - f. as a result of deterioration of items and/or structures due to the emission of process water in the form of droplets or vapour by air scrubbers;
 - g. as a result of repairs or other work or treatments carried out on the delivered items by or on behalf of the other party, without the explicit prior approval of Inno+.
7. The limitations of liability contained in this article will not apply if the damage is due to an intentional act or omission and/or wilful recklessness on the part of Inno+, i.e. managerial staff at board level, or if mandatory legal provisions dictate otherwise.

Article 15: Payment

1. Inno+ will always be entitled to demand full or partial advance payment or any other security for payment from the other party.
2. In the case of a partial delivery, Inno+ will be entitled to invoice the other party for the part already delivered separately in accordance with this article.
3. Unless otherwise agreed between the parties, invoices sent by Inno+ must be paid within an expiry period of thirty (30) days after the invoice date. The correctness of an invoice will be certain if the other party has not objected within fourteen (14) days after the invoice date.
4. If an invoice has not been paid in full after expiry of the period referred to in the previous paragraph or if no direct debit has been possible, the other party will owe Inno+ default interest of 2% per month, to be calculated cumulatively on the principal sum. Parts of months will be considered as full months.
5. All costs related to collection will be borne by the other party. The extrajudicial collection costs will amount to at least 15% of the amount invoice with a minimum of € 200.
6. If payment of an agreed instalment is not made by the due date, or if the other party has been declared bankrupt or put into liquidation, or has petitioned for a provisional or final suspension of payment of debts, or if the statutory debt rescheduling arrangement (WSNP) has been declared applicable to the other party and/or if its assets are attached, the full invoice amount will become immediately due and payable. If one of the above situations occurs, the other party must inform Inno+ of that fact immediately.

7. The other party will not be entitled to settle Inno+'s claims against any counterclaims it has against Inno+. This will also apply if the other party requests a suspension of payments or is declared bankrupt.

Article 16: Intellectual property rights

1. Inno+ is and will remain, as far as it is at the conclusion of an agreement, the owner of all intellectual property rights that rest with, arise from, are related to and/or belong to the works, items, documents, etc., delivered or produced by Inno+ within the framework of the agreement, unless the parties have agreed otherwise in writing. The exercise of these rights, both during and after the performance of the agreement, is expressly and exclusively reserved to Inno+.
2. With regard to the intellectual property rights of Inno+, the other party receives only a non-exclusive, non-transferable, non-pledgeable and non-sublicensable right of use, limited to what is necessary to use the delivered items and the result of the services for the agreed purpose and exclusively for itself. This means, for instance, that:
 - a. the other party may not use the documents delivered or produced by Inno+ outside the context of the agreement, may not provide these documents to third parties, may not make them available to third parties and may not duplicate these documents without the prior written permission of Inno+;
 - b. the other party may not imitate, modify, reproduce, etc., the works, items or parts thereof delivered or manufactured by Inno+ without the prior written permission of Inno+.
3. The other party will guarantee that the documents and files provided by it to Inno+ do not infringe the copyright or any other intellectual property rights of third parties. The other party will be liable for any damage of third parties that Inno+ suffers as a result of such infringements and indemnifies Inno+ against claims of these third parties.

Article 17: Retention of title

1. Inno+ reserves the ownership of all items delivered and still to be delivered according to the agreement until the time at which the other party has fulfilled all its payment obligations to Inno+.
2. The payment obligations referred to in the previous paragraph consist of the payment of the purchase price of the items, plus claims for work performed in connection with the delivery and claims for attributable failure on the part of the other party to fulfil its obligations, such as claims for damages, extrajudicial collection costs, interest and any fines.
3. If the delivery of identical, non-individualisable items are involved, the consignment of items belonging to the oldest invoices will be considered to have been sold first. The retention of title therefore always rests on all delivered items that at the time of invoking the retention of title are still part of the stock, store and/or inventory and equipment of the other party.
4. If the other party is in default in performing its obligations, Inno+ will be entitled to recover or have others recover the items belonging to it at the other party's expense, from wherever these items are located. In this case, Inno+ and its employees will be irrevocably entitled to enter the premises of the other party and to recover the items delivered under retention of title.
5. Items subject to a retention of title may be resold by the other party within the framework of normal business operations, provided that it has also stipulated a retention of title on the delivered items from its purchasers.
6. As long as the delivered items are subject to a retention of title, the other party may not pledge the items in any way or place the items in the power or actual power of a financier by means of pledge lists.
7. The other party must inform Inno+ immediately in writing if third parties claim to have ownership or other rights to the items subject to retention of title.
8. The other party must retain the items carefully and as identifiable property of Inno+ for as long as they are subject to retention of title.

9. The other party must ensure that it has such business or inventory and equipment insurance that the items delivered under retention of title are insured at all times and will allow Inno+ to inspect the insurance policy and the corresponding premium payment receipts upon first request.
10. If Inno+ exercises its right to recover the items delivered under retention of title from the other party, Inno+ will at all times retain the right to compensation for damage, loss of profit and interest and the right to dissolve the agreement without further notice by means of a written statement.
11. Inno+ will not be liable for any damage – of any kind – resulting from its exercised right of retention of title.

Article 18: Dissolution, e.g. in case of bankruptcy, etc.

1. Inno+ will be entitled, without liability for damage caused as a result, to dissolve the agreement without further notice by means of a written statement to the other party at the time when the other party:
 - a. is declared bankrupt or an application for bankruptcy has been filed;
 - b. has applied for a suspension of payments, provisional or otherwise;
 - c. is attached under a warrant of execution;
 - d. is placed under guardianship or administration;
 - e. otherwise loses the power or capacity to dispose of or act in respect of all or part of its assets;
 - f. does not fulfil its obligations under the agreement or these general conditions, or does not fulfil them in full, and Inno+ has given it a reasonable period of time to fulfil its obligations without this leading to full fulfilment of the obligations by the other party.

Article 19: Force majeure

1. If Inno+ is prevented from fulfilling the agreement with the other party due to *force majeure*, Inno+ will be entitled to dissolve the agreement for the non-performable part by a written statement to the other party or to suspend the fulfilment of its obligations towards the other party for a reasonable period of time without being obliged to pay any compensation.
2. *Force majeure* on the part of Inno+ will be understood to include: war, riots, mobilisation, domestic and foreign disturbances, government measures, illness and/or strikes within the organisation of Inno+ and/or of the other party or the risk of these and other such circumstances, disruption of the currency relations existing at the time of entering into the agreement, business interruptions due to fire, burglary, sabotage, failure of electricity, Internet or telephone connections, cyber terrorism or other types of cyber attacks, security incidents natural phenomena, natural and other disasters, etc., as well as weather conditions, road blockades, accidents, import and export-obstructing measures, etc., caused by transport difficulties and delivery problems.
3. If the *force majeure* situation lasts longer than six (6) weeks, the other party will also be entitled to give written notice and dissolve the part of the agreement that cannot be performed.
4. If the *force majeure* situation referred to above occurs and the agreement has been performed in part, the other party will be obliged in any event to fulfil its obligations up until that time towards Inno+. If, upon the situation of *force majeure* taking effect, Inno+ has already performed part of its obligations or is able to perform only part of its obligations, it will be entitled to send a separate invoice for the part already delivered or the part that can be delivered and the other party will be obliged to pay this invoice as if it related to a separate agreement.

Article 20: Cancellation and suspension by the other party

1. If the other party wishes to cancel the agreement prior to or during its performance, it will owe Inno+ damage or other compensation to be determined by Inno+. This compensation will include all costs incurred by Inno+ and the damage suffered by Inno+ as a result of the cancellation, including loss of profit. Inno+ will be entitled to fix the compensation and – at its discretion and depending on the work

already carried out or deliveries already made – to charge the other party 20% to 100% of the agreed price.

2. If the other party cancels or revokes a planned appointment less than two (2) working days in advance, Inno+ will in any event be entitled to charge the time reserved for such on the basis of the agreed or – in the absence of such – usual hourly rate to the other party.
3. In the case of suspension of the performance of the agreement at the request of the other party, the other party will be liable for the costs and damages incurred by Inno+ as a result.

Article 21: Protection of personal data

1. When collecting, processing or further processing personal data of or for the other party under the agreement, Inno+ will comply with its obligations under the General Data Protection Regulation (GDPR), the GDPR Implementation Act and, as from its entry into force, the ePrivacy Regulation and related legislation, and adopt appropriate protective measures.
2. If Inno+ believes it must be regarded as the processor within the meaning of the GDPR, the other party must, immediately at the request of Inno+ and as a supplement to the provisions of this article, enter into and sign a written processing agreement with Inno+, in accordance with the model that Inno+ will provide.
3. The other party will indemnify Inno+ against all third-party claims (including in any event users and government agencies), financial government sanctions and costs (including costs of legal representation), resulting from the other party's violation of any statutory provision relating to the processing of personal data.

Article 22: Representation

1. If the other party acts on behalf of one or more other parties, it will be liable with respect to Inno+ as if it were the actual other party, without prejudice to the liability of those other parties.
2. If Inno+ concludes an agreement with two or more natural persons or legal entities, all clients will always be jointly and severally liable towards Inno+.
3. If Inno+ concludes an agreement with a company under incorporation, the founders will remain jointly and severally liable in full for the entire agreement, even after it has been ratified.

Article 23: Applicable law/competent court

1. The agreement concluded between Inno+ and the other party will be governed exclusively by Dutch law.
2. Any disputes will be submitted to the competent court in the place where Inno+ has its registered office, albeit that Inno+ reserves the right to submit a dispute at any time to the competent court in the country or place where the other party has its registered office.

Date: March 2020