

GENERAL TERMS AND CONDITIONS OF POLYTENTIAL B.V.

Section I: GENERAL PROVISIONS

1. Definitions

1.1 For the purposes of these General Terms and Conditions of Polytential B.V. ("**Terms and Conditions**"), the terms specified below are defined as follows:

- (a) **Polytential**: the private company with limited liability Polytential B.V. having its registered office in Delft, The Netherlands at the (2629 JD) Molengraaffsingel 12 registered with the Chamber of Commerce under number 65969871, as well as its legal successors by universal or singular title and the other companies operating within the group;
- (b) **Client**: any legal person that enters into a sale or any other agreement with Polytential;
- (c) **Products**: any goods (to be) supplied or delivered in accordance with the Specifications of Polytential under an Agreement by Polytential, regardless of whether the Agreement exclusively comprises the supply or delivery of such goods or whether it (also) comprises the provision of Services;
- (d) **Agreement**: any agreement entered by and between Polytential and the Client, including amendments or addenda thereto, as well as any (legal) acts in preparation and/or in execution of such agreement;
- (e) **Services**: any work (in whatever form and howsoever named, for example provision of services, contracts for work, etc.) which Polytential carries out for or for the benefit of the Client, whether or not in connection with the supply or delivery of Products;
- (f) **Specifications**: the description, product sheet, (safety) data sheet or drawing of the Products and/or Services to be delivered by Polytential, which is stated or referred to in offers, quotations and Agreements. In the absence thereof, the description that is customary between the parties or, if there is none, the description that is commonly used in the industry;
- (g) **Defect**: any deviation of the Products or Services from the Specifications and any other improper functioning of the Products, or any Service that was not performed correctly in any other way;
- (i) **Force Majeure**: any circumstance beyond the control of Polytential, which affects, interferes with, delays, prevents or hinders the normal execution of the Agreement. This also includes, but is not limited to, war, whether declared or not, civil war, hostilities, riots and revolutions, acts of piracy, acts of sabotage, disorders, terrorism, sabotage, embargoes, blockades; natural disasters such as violent storms, landslides, cyclones, earthquakes, tidal waves, floods, destruction by lightning, fires and other acts of God; boycotts, strikes, lock-outs, labour disputes of all kinds, go-slows, occupation of factories and premises; staff illness, import, export and transit bans, government measures, the outbreak of or consequences from pandemics and/or infectious diseases, failure by suppliers of Polytential to supply, supply correctly, or supply on time and damage to the required production and/or transport equipment. This also includes power failures and internet, data network or telecommunication facilities failures.

2. Applicability and voidability

2.1 The provisions in Section I of these Terms and Conditions apply to all offers, quotations and Agreements issued or entered into by Polytential. The provisions in Section II of these Terms and Conditions apply specifically to offers, quotations and Agreements issued or entered into by Polytential for the sale, lease and delivery of

Products. The provisions in Section III of these Terms and Conditions apply specifically to offers, quotations and Agreements issued or entered into by Polytential for all Services to be provided by Polytential. Where a provision in a particular Section is inconsistent with a provision in another Section, the provision in the Section which applies specifically to the respective offer, quotation or Agreement shall prevail.

2.2 Unless otherwise agreed in writing, all offers, quotations and Agreements issued or entered into by Polytential shall be exclusively governed by these Terms and Conditions. These Terms and Conditions shall supersede the terms and conditions of purchase of the Client. The applicability of any general terms and conditions of the Client is hereby explicitly rejected by Polytential.

2.3 The invalidity or inability to enforce any provision of these Terms and Conditions shall not affect the validity or enforceability of the other provisions. The parties shall replace any invalid or unenforceable provision by a valid or enforceable provision, the legal effect of which is as close as possible to the intended effect of the invalid or unenforceable provision.

3. Amendments and addenda

3.1 Amendments and addenda to any provision in an Agreement and/or these Terms and Conditions may only be agreed in writing by the duly authorised representatives.

3.2 Variations from and addenda to these Terms and Conditions shall only apply to the respective Agreement.

4. Offers, quotations and advice

4.1 Offers and quotations made by Polytential are not binding upon Polytential, unless expressly agreed otherwise in writing. Where an offer contains an acceptance period, this means that the offer will expire after the relevant period.

4.2 The brochures, price lists and other information provided by Polytential are merely informal in nature and thus not binding upon Polytential. The Specifications provided by Polytential in the documents sent by Polytential are characteristic of the Products and/or Services to be delivered.

4.3 Any advice by Polytential shall be provided to the best of its knowledge. Data and information on the suitability and use of a Product and/or Service do not relieve the Client from conducting inspections and tests.

4.4 In the event that Polytential makes or issues an offer to deliver a Product and/or Service to the specifications of the Client, the Client must provide in accordance with the requirements of Polytential a comprehensive and detailed statement of specifications in writing to Polytential prior to or when entering into the Agreement.

4.5 Polytential reserves the right to refuse the acceptance of the offer and or quotation by the Client, orders and/or contracts, without stating the reasons for its decision.

5. Formation of the Agreement

5.1 Agreements, including amendments and addenda thereto, will enter into effect if and insofar as Polytential has provided written confirmation thereof by its duly authorised representative(s), or Polytential has commenced the execution of the Agreement.

6. Joint and several liability

6.1 If the Agreement is entered into with two or more Clients, each Client will be jointly and severally liable for compliance therewith.

7. Prices

- 7.1 Unless otherwise agreed in writing, all prices are quoted in Euros, excluding VAT, insurance, taxes and other charges and are based on delivery Ex Works (as referred to in the Incoterms 2020).
- 7.2 Quotations are always based on the prices and circumstances applicable at the time of the offer. If, after concluding the Agreement, one or more cost price factors (including but not limited to wages, taxes, premiums, purchase prices, raw material prices, foreign exchange rates, etc.) have increased, Polytential is entitled to pass this increase, with a maximum of eight (8) percent, on to the Client for Products that have not been paid and/or delivered or Services that have not yet been rendered and/or paid.

8. Third parties

- 8.1 If and insofar as this is required for the proper execution of the Agreement, Polytential is, at its sole discretion, entitled to have work and/or deliveries carried out by third parties.
- 8.2 This Agreement may not be assigned or transferred by the Client unless Polytential has given its explicit prior written consent.

9. Execution on time

- 9.1 The stated delivery times are always estimated times and may never be regarded as a firm deadline, unless expressly agreed otherwise in writing. In the event of a delay in supply or delivery, Polytential will be given written notice of default and Polytential must be given a reasonable period in which to fulfil its obligations. A minimum period of four (4) weeks is deemed to be a reasonable period of time.

10. Force Majeure

- 10.1 If a Force Majeure event occurs, Polytential is entitled to delay the supply or delivery for as long as the Force Majeure event continues. If a temporary inability to comply lasts longer than eight (8) weeks after the original delivery time, parties are entitled to immediately dissolve the Agreement in writing. If Polytential is permanently unable to comply as a result of Force Majeure, parties are also entitled to dissolve the Agreement.
- 10.2 In the case of a dissolution pursuant to the provisions in Article 10.1, Polytential is entitled to claim payment for the part of the Agreement that was executed before the Force Majeure event took place. In this case, Polytential will not become liable for any payments, costs and/or damage resulting from the non-performance or the dissolution.

11. Liability

- 11.1 The liability of Polytential is limited to the provisions in Article 11 of these Terms and Conditions. All liability of Polytential is excluded, unless the damage is the result of an intentional act or gross negligence on the part of Polytential, its managing staff or its actual directors. Any further liability is excluded.
- 11.2 If Polytential is unable to invoke the provisions of paragraph 1 of this Article, Polytential shall only be liable for any damage that is directly and exclusively the result of a circumstance that can be attributed to Polytential. Polytential shall not be liable for indirect damage, including - but not exclusively - loss of profits, consequential loss and/or trading loss and/or reputational damage. Polytential shall not be liable for any mistakes or failures

on the part of any third party engaged by Polytential, nor for any wilful misconduct or gross negligence on their part.

- 11.3 The maximum liability of Polytential under Article 11.2 will in any case be limited to the invoice amount of the Products delivered by Polytential or of the work carried out by Polytential, for which Polytential is liable to pay compensation and in no case will the total compensation under this article amount to more than compensated by the insurer of Polytential in this respect.
- 11.4 The Client must notify Polytential by registered letter of any direct loss or damage suffered by it. In any event, all legal claims that the Client has against Polytential will expire after one (1) year, with effect from the date on which the relevant obligation under the Agreement fell due or the incident that caused the loss or damage took place.
- 11.5 The Client indemnifies Polytential from any third-party claims if and insofar as such claims are in connection with a Product or Services delivered by Polytential to the Client. The Client will in any case indemnify Polytential for Products produced to specifications of the Client.
- 11.6 If a third party holds the Client liable for any product from Polytential, the Client shall, on pain of loss of rights, notify Polytential of this immediately, but no later than within three (3) working days.
- 11.7 Without prejudice to the Client's obligations under the Agreement and the Terms and Conditions, the Client shall ensure that there is adequate insurance to fully cover the indemnity obligations vis-à-vis Polytential, pursuant to Clause 11.5 plus any other obligations and liabilities under the Agreement. The Client shall allow inspection by Polytential of its insurance policies at first request.

12. Payment, interest, costs and penalties

- 12.1 Unless expressly agreed otherwise in writing, payments shall be made in Euros. The Client shall not be entitled to suspend and/or offset any payment.
- 12.2 Unless expressly agreed otherwise in writing, with respect to Agreements all payments have to be paid before execution of the Agreement and, if sooner, within fifteen (15) days from the invoice date.
- 12.3 If the Client believes that the invoices are incorrect, it shall notify Polytential of this in writing within eight (8) days of the invoice date. If this term is exceeded, the Client will be deemed to have accepted the invoices. Unless the inaccuracy of the invoices is recognised in writing by Polytential, the Client must pay the invoice amounts within the agreed payment term.
- 12.4 If the invoice is not paid on time, Polytential is entitled to increase the amount by 10% interest per year, unless the statutory trade interest ex Article 6:119a of the Dutch Civil Code is higher in the relevant period, in which case the latter interest is due.
- 12.5 Costs of measures that Polytential makes in or out of court in connection with the failure of the Client to fulfil obligations towards Polytential will be entirely for the account of the Client. This means, among other things, that the Client fully reimburses the extrajudicial and judicial costs. The extrajudicial costs amount to 15% of the amount to be collected, with a minimum of 500 euros.
- 12.6 Where these Terms and Conditions - or otherwise an offer, quotation and/or Agreement - include a clause that requires the Client to pay a penalty to Polytential, this penalty shall expressly not be in lieu of the additional and/or alternative damages that the Client must pay to Polytential under the law (as referred to in Article 6:92 paragraph 2 of the Dutch Civil Code). The right of the Client to claim additional damages according to Article 6:94 paragraph 2 of the Dutch Civil Code is explicitly excluded.

13. Cancellation (*annulering*)

- 13.1 Cancellation by the Client of an Agreement entered into with Polytential for (the lease of) Products produced by order of the Client and/or to the specifications of the Client before the delivery date is not possible without prior written consent of Polytential. If Polytential agrees to the cancellation, the Client is immediately liable to pay a contractual penalty of at least 25% of the agreed price (including VAT) of the total value of the Agreement to Polytential, without prejudice to the right of Polytential to demand full compensation.
- 13.2 Cancellation by the Client of an Agreement entered into with Polytential regarding the lease of Products during the lease period is not possible without prior written consent of Polytential. If Polytential agrees to the cancellation, the Client is immediately liable to pay a contractual penalty of at least 50% of the remaining lease terms (including VAT) to Polytential, without prejudice to the right of Polytential to demand full compensation.
- 13.3 Polytential is entitled to cancel the Agreement in the event that the Client made changes to the Products without the prior explicit written consent of Polytential. If Polytential cancels the Agreement, the Client is immediately liable to pay a contractual penalty of at least 75% of the agreed price (including VAT) of the total value of the Agreement to Polytential, without prejudice to the right of Polytential to demand full compensation.

14. Dissolution and suspension

- 14.1 In cases where the Client:
- a. is declared bankrupt or applies for a moratorium on payment;
 - b. goes on strike or transfers its business or a substantial part thereof, including the transfer of its business in a prospective or existing partnership, or changes its business goals; or
 - c. is in default with regard to compliance with the agreement entered into with Polytential. If performance is still possible, a notice of default will first be sent to the Client containing a reasonable period for compliance. The parties consider a period of fourteen (14) days reasonable in this regard; all claims and invoices shall become immediately due and payable and Polytential shall have the authority to suspend (in whole or in part) its obligations until the Client has provided security for compliance with its obligations or dissolves the agreement, whereby the Client is liable for all damages suffered by Polytential now and in the future.
- 14.2 During the execution of the Agreement, Polytential is entitled to suspend compliance with its obligations, this includes temporary shutdown of the Product, until the Client has provided security at the request and to the satisfaction of Polytential for compliance with all its obligations arising from the Agreement. Refusal by the Client to provide the required security entitles Polytential to dissolve the Agreement, notwithstanding the right of Polytential to demand full compensation of losses, costs and interest.

15. Retention of title / Lien

- 15.1 All Products delivered by Polytential shall remain the property of Polytential until the Client has paid the purchase price and any other claims as referred to in Article 3:92 paragraph 2 of the Dutch Civil Code.
- 15.2 In the event of late payment by the Client, Polytential shall be entitled to take back the Products that belong to Polytential, without any authorisation needed and wherever these may be, at the Client's expense. The Client shall be obliged to fully cooperate and to grant Polytential access, on Polytential's first request, to the location(s) where the Products are located.

- 15.3 Client is obliged to store the Products that are delivered under the retention of title carefully and easily recognizable as being the property of Polytential. If, contrary to what is set out in this Article 15, there is any accession, confusion of property, specification or any other processing or treatment of the Products delivered to the Client under retention of title, as a result of which Polytential loses, or might lose, title to a Product, the Client shall, at Polytential's first request, cooperate as necessary to create a right of pledge (either non-possessory or not) on the Products in question (whether or not newly formed) for the benefit of Polytential.
- 15.4 The Client shall be obliged to notify Polytential immediately of any third-party attachment on Products delivered under retention of title.
- 15.5 The Client shall be entitled to sell and deliver the Products delivered under retention of title in the normal performance of its business, on the condition that the Client informs third parties, if applicable, in writing of Polytential 's retention of title and Client assigns its claim on those third parties in connection with those delivery to Polytential. Subject to the foregoing the Client shall never be entitled in any way to encumber and/or give on loan (for consumption) and/or part with the goods delivered under retention of title.
- 15.6 The Client is furthermore required to create a lien at the request of Polytential, as referred to in Article 3:239 of the Dutch Civil Code, on any claims from third parties resulting from the sale of the Products by Polytential.

16. Confidentiality

- 16.1 The Client, its staff and third parties engaged by the Client shall maintain strict confidentiality with respect to any information regarding the Products, Services, Specifications and the business of Polytential in the broadest sense of the word, which they may obtain in connection with the Agreement or its execution, such including the nature, reason and the result of the work carried out by Polytential. Client is responsible for compliance by its staff and third parties engaged by the Client with this confidentiality obligation.
- 16.2 If the Client fails to comply with the non-disclosure obligation set out in Article 16.1, the Client shall owe to Polytential – without further notice of default from Polytential – an immediately payable penalty of EUR 5,000 per breach. The foregoing shall not affect any other right of Polytential to full compensation for the loss or damage that Polytential suffers as a result of the Client's breach.
- 16.3 The Client shall be obliged to impose the same obligation as set out in Article 16.1 on its employees or third parties that it has engaged in the performance of the Agreement. At the request of Polytential the Client provides proof that these obligations are imposed. The Client shall be responsible for ensuring that employees/third parties do not breach this non-disclosure obligation.

17. Applicable law and disputes

- 17.1 The legal relationship between Polytential and the Client shall be governed by and construed in accordance with the laws of the Netherlands. The Vienna Sales Convention (CISG) is not applicable.
- 17.2 The District Court in Rotterdam (Netherlands) has exclusive jurisdiction to hear disputes between the parties regarding the Agreement and/or the execution of it.
- 17.3 The provision in paragraph 2 of this Article does not affect Polytential's right to submit the dispute to the Civil Court which has jurisdiction according to the law or convention.

Section II: GENERAL PROVISIONS FOR SALE, LEASE AND DELIVERY OF PRODUCTS

18. Product properties and warranty

- 18.1 Unless agreed otherwise, the Product properties are drawn exclusively from the Specifications. The properties included in the Specifications are not and shall not in any way be regarded as guaranteed properties.
- 18.2 The Client is required to prepare and maintain the site in such a state that the Products can be installed and used properly. Preparation and maintenance shall take place according to the requirements and instructions of Polytential, unless otherwise agreed.
- 18.3 The Client shall be responsible for the management, including checking the manuals and the settings, and use of the Products and the way in which the results of the Products are used. The Client is also responsible for appropriately instructing users and for the use made by users.
- 18.4 If the parties have not agreed an acceptance test, the Client accepts the software that is part of the Product in the state that it is when is delivered ('as is'), with all visible and invisible errors and defects. The software shall be deemed to have been accepted by the Client upon delivery or, if installation by Polytential has been agreed in writing, upon completion of installation.
- 18.5 Polytential shall strive to the best of its ability to fix errors in the software as referred to in paragraph 4 of this Article within a reasonable period if these errors are reported in writing in a detailed manner to Polytential within a period of three (3) months following acceptance.

19. Intellectual Property

- 19.1 All intellectual property rights, including – but not limited to – the Products, the software, manuals, testing materials, analyses, documentation and/or reports, developed or made available under the Agreement are held exclusively by Polytential, its licensors or its suppliers. The Client shall not be permitted, without the prior written consent of Polytential, to reproduce, communicate to the public or imitate testing materials or other goods or Products, in whole or in part.
- 19.2 The Client shall have the non-exclusive and non-transferable rights of use to the rights referred to in paragraph 1 of this Article expressly granted by Polytential under these Terms and Conditions and the Agreement. The Client is not entitled to transfer a granted right of use or to grant a sublicense to any third party. The Client is not entitled to change all or part of the Products and/or the software without the prior written permission of Polytential.
- 19.3 The Client shall immediately and comprehensibly inform Polytential about (suspected) infringements of the intellectual property rights of Polytential and about claims by third parties in connection with the products or intellectual property rights of Polytential. In the event of a claim from third parties in connection with the products or intellectual property rights of Polytential, regardless of whether this claim is directed towards the customer and/or directly towards Polytential, to determine whether and, if so, how it will respond. Polytential determines the possible method of negotiation and/or litigation by the Client and/or Polytential.

20. Delivery

- 20.1 Unless otherwise agreed, all deliveries are Ex Works, Delft, The Netherlands (as referred to in the Incoterms 2020).
- 20.2 If the Products are not collected by the Client after expiry of the delivery period, the Products (if the storage facilities of Polytential permit) will be stored by Polytential, whereby the costs and risks thereof will be borne by the Client. In the event of failure to collect the Products on time, Polytential is entitled to dissolve the Agreement after a period of fourteen (14) days after the expiry of the delivery period, without prejudice to Polytential's right to damages and without prejudice to Polytential's right to sell all the Products to a third party.

20.3 If Polytential has provided load boards, containers and the like for the purpose of the packaging and transport or has outsourced the work to a third party, the Client is required to return these products at its own expense to the address provided by Polytential, unless said items are disposable packaging products. Failure to do so will entitle Polytential to charge the Client for the costs of these products.

21. Complaints

21.1 The Client accepts the Product with all visible and invisible defects, except for the provisions of this Article 21.

21.2 The Client undertakes to inspect the Product immediately on delivery. If parties have agreed on a different delivery method in writing (other than Ex Works as referred to in the Incoterms 2020), the Client undertakes to inspect the Products at Polytential prior to transport. Polytential will, insofar as reasonable, cooperate with the Client or an independent third party designated by the Client, after consultation with Polytential. If Client does not fulfil this obligation, the Product will be considered to have no Defects at the time of delivery.

21.3 If the Product shows visible Defects or the sizes, weights and/or quantities do not correspond with the specifications stated in the Agreement between the Client and Polytential, the Client, on pain of forfeiture of rights, must inform Polytential and report the defects by written notice or by email [support@polytential.eu] within three (3) working days.

21.4 Complaints regarding quality must be lodged with Polytential within eight (8) days after receipt of the Products, failing which the Client shall be deemed to have accepted the Products. No complaints may be lodged with respect to Products that have been processed by the Client or by third parties, unless the defects first appear during processing.

21.5 If the complaints are upheld by Polytential, Polytential shall in its sole discretion either (i) arrange for the Products to be repaired or (ii) arrange for replacement of the Products or parts thereof.

Section III: GENERAL PROVISIONS FOR THE PROVISION OF SERVICES

22. Execution

22.1 Polytential shall make every effort to deliver the Services with care. Services delivered by Polytential are provided explicitly for the Client and not for third parties involved with the Client.

22.2 The Client shall provide any such data and information as may be required by Polytential. In addition, the Client shall provide to Polytential all other facts and circumstances that may be necessary for the proper execution of the Agreement.

22.3 The Service is delivered on the basis of information, calculations and documents provided by or on behalf of the Client. The Client is at all times and in all circumstances responsible for the accuracy and completeness of the information, calculations and documents it supplies. Polytential does not accept any responsibility for the accuracy and/or completeness of the data, calculations and documents provided by the Client, nor for any advice given in consequence. Client indemnifies Polytential from all claims in this regard.

22.4 If certain quantities, types, sizes and/or location or method of execution are not specified accurately or completely in the data, calculations and documents provided by or on behalf of the Client, they are not or cannot be deemed to be (fully) part of the Agreement.

22.5 The period in which the Service is to be delivered, i.e. the work to be performed, is based on the applicable circumstances in effect at the time of the conclusion of the Agreement and which are known to Polytential. If a delay beyond the control of Polytential occurs as a result of change in working conditions or because the

materials ordered on time are not delivered on time for execution of the work in time, the delivery time will be extended as necessary.

- 22.6 Without prejudice to the provisions elsewhere in these Terms and Conditions in respect of extension of the delivery period, the delivery period will be extended by the duration of the delay arising on the part of Polytential as a result of the Client's failure to fulfil any obligation ensuing from the Agreement or failure to provide the assistance required of the Client in respect of satisfying the terms of the Agreement.
- 22.7 Furthermore, all quotations and offers are based on the assumption that the Services can and will be delivered during the normal business hours of Polytential and under normal circumstances and without the requirement that a project (or part thereof) or an object (or part thereof) will be executed in phases.
- 22.8 The period within which the Service must be delivered will be stated in the Agreement either as a number of workable business days or as a number of calendar days - weeks or - months, or by specifying a specific day.
- 22.9 If the period within which the Service will be delivered is stated in workable business days, business day shall then mean a calendar day other than a Saturday or Sunday, unless it falls on a general holiday or a holiday, vacation day or other non-individual day off recognized by the government or by or under a collective agreement. Business days or partial business days are considered unworkable business days on which the majority of workers or machinery cannot work for at least five hours or at least two hours due to Force Majeure.
- 22.10 If delivery of the Service should take place on a day that is not described as a business day in the ninth paragraph, the following business day applies as the agreed date of delivery.
- 22.11 Except for gross negligence and/or willful intent on the part of the executive staff of Polytential, failure to meet the delivery date will not entitle the Client to terminate the Agreement, either in whole or in part. Failure to meet the delivery date, for whatever reason, does not give the Client the right to perform or cause activities to be performed for the execution of the Agreement.

23. Obligations of the Client

- 23.1 To the extent necessary, the Client shall - at its own expense and risk - ensure that Polytential will have on time the data and approvals required for the delivery of the Service.
- 23.2 The Client shall be responsible for the management, including checking the manuals and the settings, and use of the Products and Services, and the way in which the results of the Products and Services are used. The Client is also responsible for appropriately instructing users and for the use made by users.
- 23.3 If and insofar as activities are involved in the Service, which due to circumstances beyond Polytential's control cannot be executed within the framework of the respective Service, the Client shall pay the entire amount agreed to Polytential, without any discounts or offsets and Polytential shall not be liable for any damages.

24. On-time execution and postponement of delivery

- 24.1 The commencement date of the delivery of the Service will be deemed to be the date specified in the Agreement. If no such date has been agreed by the parties, then the commencement date shall be the date on which Polytential has commenced with its work.
- 24.2 Polytential will commence with delivery of the Service when it has received all the data necessary for that purpose.
- 24.3 The period within which the Service must be delivered will be stated in the Agreement or the service level agreement either as a number of workable business days or as a number of calendar days - weeks or - months, or by specifying a specific day.

- 24.4 Polytential is entitled to an extension of the period within which the Service will be delivered if Polytential cannot be expected to deliver the Service within the agreed period due to Force Majeure, or circumstances attributable to the Client, or due to amendments to the Agreement or to the Terms and Conditions in respect of delivery.
- 24.5 Failure to meet the time limit within which the Service will be delivered will not require Polytential to pay any damages to the Client.
- 24.6 If the commencement or progress of the Service is delayed by factors for which the Client is responsible, the damages and costs resulting therefrom for Polytential must be reimbursed by the Client.

25. Suspension of the Service and termination of the Service

- 25.1 In consultation with Polytential the Client is entitled to suspend the delivery of the Service in whole or in part. Polytential can stipulate that the delivery of the Service must be provided within fourteen (14) days after the original planned date.
- 25.2 Measures, which Polytential must take as a result of suspension, are charged as upward contract variation. Damages suffered by Polytential as a result of suspension will be reimbursed by the Client. Any damages arising during suspension shall be borne by the Client.
- 25.3 If a suspension lasts longer than fourteen (14) days, Polytential shall be entitled to proportional payment for the portion of the Service delivered.
- 25.4 If the suspension lasts longer than one (1) month, then Polytential shall be entitled to terminate the Service in an incomplete state. In that case, Polytential shall be entitled to full payment of the agreed price.

26. Amendment to the Agreement; contract variations

- 26.1 If during delivery of the Service, modifications or additions to the Services turn out to be necessary for the proper delivery of the Service, Polytential shall be entitled to amend the Agreement as necessary. Polytential shall notify the Client of this modification as early on as possible.
- 26.2 If Polytential modifies the Agreement according to the preceding paragraph, then Polytential shall be entitled to execute this after approval has been given by the individual authorized to do so by the Client and the Client has agreed to the price specified for the modification.
- 26.3 In addition to the provisions in paragraph 1 of this Article, Polytential is, at its sole discretion, also entitled to dissolve the Agreement if the proper delivery of the Service proves to be impossible without modifications or additions. In that case, the Client is liable to pay for the work Polytential has performed up to that date.

27. Delivery, inspection, complaints

- 27.1 The Client shall inspect the Service delivered immediately upon completion. The Client shall notify Polytential in writing as to whether the Service delivered has been approved or not within five (5) days of inspection on the risk of forfeiting all rights. If approval is withheld, the Client shall state the defects that are the reason for withholding the approval. If the Service is approved, then the date of approval shall be deemed the date on which the relevant notice was sent to Polytential.
- 27.2 If a written notice of approval or rejection of the Service is not sent to Polytential within five (5) days of the inspection, the Service will be deemed to have been approved. The Service will also be deemed to have been approved if and when it is deployed.

- 27.3 Minor Defects which can be remedied within a period of six (6) months of the inspection do not entitle the Client to withhold approval of the Service, provided that they do not stand in the way of deployment. Polytential will repair the Defects specified in this paragraph as soon as possible.