

## General Terms and Conditions – FGF Technology B.V.

### Article 1 – Definitions

In these general terms and conditions, the following definitions apply. FGF Technology B.V. refers to the private limited liability company established in Beek en Donk, registered with the Dutch Chamber of Commerce under number 92630448. The Client is any natural or legal person who enters into or wishes to enter into an agreement with FGF Technology B.V. The Agreement refers to any agreement between FGF Technology B.V. and the Client regarding the supply of products and/or services. Services include all activities performed by FGF Technology B.V. for the Client, including but not limited to the production of tools and materials for Additive Manufacturing (3D printing), the provision of consultancy and expertise to the 3D printing market, and the production of 3D-printed end products.

### Article 2 – Applicability

These general terms and conditions apply to all offers, quotations, agreements, and deliveries by FGF Technology B.V., unless explicitly agreed otherwise in writing. Any purchasing or other conditions of the Client are expressly rejected. Minor changes may be made by FGF Technology B.V. at any time. Substantive changes will be discussed with the Client in advance and are only valid if agreed in writing.

### Article 3 – Quotations, Offers, Prices, and Rates

All quotations issued by FGF Technology B.V. are non-binding and valid for thirty (30) days unless stated otherwise. A composite quotation does not oblige FGF Technology B.V. to perform part of the order for a proportional part of the quoted price. FGF Technology B.V. is not bound by quotations if the Client should have reasonably understood that a part contains an obvious error. Quotations do not automatically apply to future assignments. Prices do not include VAT and are in euros unless otherwise stated. Additional costs such as transport, administration, or third-party fees are not included. If the quotation is based on incorrect or incomplete information from the Client, FGF Technology B.V. may adjust the prices or delivery terms accordingly.

### Article 4 – Formation and Execution of the Agreement

The Agreement is formed once the Client accepts the offer or quotation from FGF Technology B.V., thereby also accepting these general terms and conditions. Agreements must be confirmed in writing. Agreements made with unauthorized persons only bind FGF Technology B.V. if confirmed in writing. Work will commence within the timeframe indicated by FGF Technology B.V. Execution begins once FGF Technology B.V. starts performing, unless agreed otherwise. Specified deadlines are indicative only and not binding. Delays do not entitle the Client to compensation. If FGF Technology B.V. fails to deliver on time, the Client must issue a written notice and allow a reasonable period for compliance.

### Article 5 – Delivery and Risk

Risk passes on to the Client at the time of delivery, defined as the moment the product leaves FGF Technology B.V.'s premises or when notice is given that it is ready for collection. If delivery is prevented by circumstances attributable to the Client, or if the Client fails to take receipt within the agreed timeframe, FGF Technology B.V. may store the product at the Client's expense and risk. If the Client fails to take delivery after a reasonable period, they are automatically in default. FGF Technology B.V. may then terminate the agreement and sell the product elsewhere without owing compensation.

### Article 6 – Payment and Default

Invoices must be paid within the stated payment term, which is a final deadline. The Client is in default without further notice if payment is late. Payments must be made as instructed and in the currency invoiced. Late payments are subject to 1.5% monthly interest or the applicable statutory commercial interest, whichever is higher. Any invoice dispute must be submitted in writing within eight (8) business days of the invoice date. FGF Technology B.V. may demand advance payment or other security. In case of default, FGF Technology B.V. may suspend further deliveries or services. The Client is not entitled to set-off or suspension of payments. All collection costs, including at least 15% of the outstanding balance with a minimum of €750, are borne by the Client.

### Article 7 – Intellectual Property

All intellectual property rights to products, services, designs, drawings, models, documentation, and other intellectual works developed or delivered by FGF Technology B.V. remain with FGF Technology B.V., unless agreed otherwise in writing. The Client only receives a non-exclusive, non-transferable, and non-sublicensable right to use the delivered items solely for the agreed purpose and only to the extent arising from the nature and scope of the Agreement.

### Article 8 – Liability

FGF Technology B.V. is only liable for direct damage resulting from intent or gross negligence on its part. FGF Technology B.V. is not liable for indirect damage such as consequential loss, lost profit, missed savings, or business interruption. Liability is always limited to the amount paid by the liability insurer, plus the applicable deductible. If insurance does not cover the damage, liability is limited to the net invoice value of the relevant delivery. FGF Technology B.V. reserves the right to repair or undo the damage where possible. FGF Technology B.V. is not liable for damages caused by incorrect or incomplete data supplied by the Client. The Client must take reasonable steps to prevent or limit damage. Claims must be submitted in writing within two (2) weeks of discovery; otherwise, the right to compensation lapses.

#### **Article 9 – Retention of Title**

All products delivered by FGF Technology B.V. remain its property until the Client has fully met all obligations under the Agreement. Products subject to retention of title may not be sold, pledged, or otherwise encumbered by the Client. The Client must protect FGF Technology B.V.'s property rights, including establishing a similar retention of title upon resale. If third parties seize the products or assert rights over them, the Client must notify FGF Technology B.V. immediately. FGF Technology B.V. may reclaim the products at any time. The Client grants unconditional permission for access to do so, and all costs incurred are at the Client's expense. Retention of title does not affect FGF Technology B.V.'s right to claim damages.

#### **Article 10 – Force Majeure**

FGF Technology B.V. is not obliged to fulfill its obligations if hindered by force majeure. Force majeure includes all circumstances beyond its control, whether foreseeable or not, that make performance impossible. This includes, but is not limited to, legal strikes, natural disasters, and disruptions in supply chains. FGF Technology B.V. is not liable for any damage resulting from such circumstances. The Client will be informed in writing as soon as possible. Additional reasonable costs incurred to mitigate damage due to force majeure will be charged to the Client.

#### **Article 11 – Complaints and Claims**

FGF Technology B.V. guarantees the quality of its products and warrants that they are made with professional craftsmanship and in accordance with industry standards. The Client must inspect the products upon receipt and verify whether they conform to the Agreement. Visible defects must be reported in writing within seven (7) working days. The complaint must be detailed and substantiated. FGF Technology B.V. must be given the opportunity to investigate the defect. Complaints are invalid if defects fall within industry tolerances, result from improper use, or if the Client has failed to meet obligations. Filing a complaint does not suspend payment obligations. Late complaints void the right to replacement, repair, or compensation. If a complaint is justified and timely, FGF Technology B.V. may choose to repair, replace, or compensate the Client. If replaced, the defective product must be returned. If a complaint is unfounded, the Client must bear all related costs, including investigation expenses.

#### **Article 12 – Cancellation**

If the Client cancels the Agreement, they must compensate all costs incurred and losses suffered by FGF Technology B.V. This compensation is at least 10% of the agreed price, unless actual damages are higher. Cancellation of custom-made products is not permitted unless FGF Technology B.V. explicitly agrees in writing.

#### **Article 13 – Termination and Suspension**

If FGF Technology B.V. has legitimate grounds to believe that the Client will not meet its obligations, it may suspend its own obligations until adequate security is provided, even before the due date. FGF Technology B.V. may terminate or suspend the Agreement without judicial intervention if the Client breaches the Agreement, applies for suspension of payments, is declared bankrupt, is placed under administration, has its business sold or closed, or has its assets seized. In such cases, all outstanding claims become immediately due.

#### **Article 14 – Privacy**

FGF Technology B.V. processes personal data in accordance with the General Data Protection Regulation (GDPR). It ensures transparency and lawful processing. Appropriate technical and organizational measures are taken to protect data. Personal data is only shared with third parties if necessary for performance of the Agreement or when legally required. Third parties must also comply with GDPR. The Client will be informed unless sharing is necessary for execution of the Agreement.

#### **Article 15 – Intellectual Property Rights**

All offers, drawings, calculations, descriptions, and related materials remain the property of FGF Technology B.V., even if costs have been charged. These must be returned upon request. The Client is expressly prohibited from editing, reproducing, disclosing, or exploiting any such materials without written permission. The Agreement does not transfer any intellectual property rights unless explicitly stated otherwise. The Client may not remove or alter any intellectual property notices without written consent.

#### **Article 16 – Disputes and Applicable Law**

All legal relationships involving FGF Technology B.V. are governed exclusively by Dutch law, even if the Agreement is wholly or partly executed abroad or the other party resides abroad. The applicability of the Vienna Convention (CISG) is explicitly excluded. Disputes shall be submitted to the competent court in Oost-Brabant, unless mandatory legal provisions provide otherwise.