

General Terms and Conditions – FGF Technology B.V.

Article 1 – Definitions

1.1 FGF Technology B.V.: the private limited liability company, statutorily established in Beek en Donk, registered with the Chamber of Commerce under number 92630448.

1.2 Client: any natural or legal person who enters into or wishes to enter into an agreement with FGF Technology B.V.

1.3 Agreement: any agreement between FGF Technology B.V. and the client regarding the supply of products and/or services.

1.4 Services: all activities performed by FGF Technology B.V. for the client, including but not limited to:

- Production of materials and resources for Additive Manufacturing (3D printing);
- Provision of advice and knowledge to the 3D printing market;
- Production of 3D-printed end products.

Article 2 – Applicability

2.1 These general terms and conditions apply to all offers, quotations, agreements, and deliveries of FGF Technology B.V., unless expressly agreed otherwise in writing.

2.2 Any purchasing or other conditions of the client are explicitly rejected.

2.3 Minor changes may be made at any time by FGF Technology B.V. Substantial changes will be discussed with the client in advance and are only valid if expressly agreed in writing.

Article 3 – Offers, quotations, prices, and rates

3.1 Offers issued by FGF Technology B.V. are entirely non-binding and valid for thirty (30) days, unless otherwise stated.

3.2 A composite offer does not obligate FGF Technology B.V. to perform part of the assignment for a proportional part of the stated price.

3.3 FGF Technology B.V. is not bound to its offer(s) if the client, acting reasonably, should have recognized an obvious error or mistake in the offer.

3.4 Offers do not automatically apply to future orders.

3.5 Prices and rates in offers are exclusive of VAT, unless stated otherwise, and are in euros unless indicated otherwise.

3.6 Prices and rates are exclusive of additional costs such as transport, administration, and third-party charges.

3.7 If the offer is based on information provided by the client and this information is incorrect or incomplete, FGF Technology B.V. may adjust prices, rates, and/or delivery times.

Article 4 – Formation and execution of the agreement

4.1 The agreement is concluded when the client accepts FGF Technology B.V.'s offer, thereby agreeing to these general terms and conditions.

4.2 Agreements are confirmed in writing. Agreements with unauthorized persons are only binding if confirmed in writing or electronically.

4.3 Work will be performed within the stated timeframe, starting when FGF Technology B.V. begins the work, unless otherwise agreed.

4.4 Any stated timeframe is indicative and not fatal. Exceeding the timeframe does not entitle the client to damages.

4.5 If FGF Technology B.V. fails to fulfill obligations, the client must give written notice and a reasonable period to remedy the situation.

Article 5 – Delivery and risk

5.1 Risk passes to the client at the moment of delivery, defined as when the product leaves FGF Technology B.V.'s premises or is available for pickup.

5.2 If delivery is impossible due to the client's fault or failure to accept delivery, FGF Technology B.V. may store the product at the client's risk and charge storage costs.

5.3 If the client fails to accept delivery after a reasonable period, they are in default, and FGF Technology B.V. may terminate the agreement and sell the product to third parties without liability.

5.4 For custom production or series products, a production tolerance of $\pm 10\%$ applies. Invoicing is based on the actual quantity delivered.

Article 6 – Payment and default

- 6.1 Payment is due within the invoice term unless otherwise agreed. This term shall constitute a strict deadline, and the client shall be in default by operation of law upon expiry thereof.
- 6.2 Payments must be made as instructed and in the invoiced currency.
- 6.3 Late payments incur 1.5% monthly interest or statutory commercial interest if higher.
- 6.4 Complaints about invoices must be submitted within eight (8) days. After this, the invoice is deemed accepted.
- 6.5 FGF Technology B.V. may request advance payment or security at any time.
- 6.6 In case of default, FGF Technology B.V. may suspend delivery without prejudice to other rights.
- 6.7 The client may not offset or withhold payment.
- 6.8 Collection costs, including legal and extrajudicial fees, are the client's responsibility, with a minimum of 15% and €750.

Article 7 – Use and license

- 7.1 All intellectual property rights of FGF Technology B.V.'s products, services, designs, drawings, models, and documentation remain with FGF Technology B.V. unless otherwise agreed.
- 7.2 The client receives a non-exclusive, non-transferable, non-sublicensable right to use products/services for the agreed purpose only.

Article 8 – Liability

- 8.1 FGF Technology B.V. shall only be liable for direct damage resulting from intent or gross negligence.
- 8.2 Any liability shall be limited to direct damage only.
- 8.3 Liability is capped at the insurer's payout plus policy deductible.
- 8.4 If insurance does not cover the damage, liability is limited to the net invoice value.
- 8.5 FGF Technology B.V. may repair or remedy the damage if possible.
- 8.6 FGF Technology B.V. is not liable for damage due to incorrect or incomplete client data.
- 8.7 The client must take reasonable measures to prevent or limit damage.
- 8.8 Claims must be submitted in writing within two (2) weeks of knowledge of the damage.

Article 9 – Retention of title

- 9.1 Products remain property of FGF Technology B.V. until all obligations are fulfilled.
- 9.2 Products may not be sold, pledged, or encumbered.
- 9.3 The client must protect FGF Technology B.V.'s ownership rights, including in resale.
- 9.4 Client must notify FGF Technology B.V. if third parties assert rights over the products.
- 9.5 FGF Technology B.V. may reclaim products at any location; client grants unconditional permission.
- 9.6 Retention of title does not affect FGF Technology B.V.'s right to claim damages.

Article 10 – Force majeure

- 10.1 FGF Technology B.V. is not obliged to perform obligations if hindered by circumstances beyond its control.
- 10.2 Force majeure includes, in addition to circumstances defined by law and jurisprudence, all external causes, whether foreseen or unforeseen, beyond the reasonable control of FGF Technology B.V..
- 10.3 No liability for compensation arises under force majeure.
- 10.4 FGF Technology B.V. will notify the client promptly.
- 10.5 Reasonable additional costs to limit damage are borne by the client.

Article 11 – Complaints and claims

- 11.1 FGF Technology B.V. guarantees quality according to industry standards.
- 11.2 Client must inspect upon receipt; defects must be reported within seven (7) days with sufficient detail.
- 11.3 The right to file a complaint shall lapse in the following cases: deviations within industry-accepted tolerances, damage resulting from improper or incorrect use by the client, failure of the client to fulfill obligations, and deviations in quantities within the agreed $\pm 10\%$ production tolerance.
- 11.4 Complaints do not suspend payment obligations.
- 11.5 Late reporting forfeits rights to repair, replacement, or compensation.
- 11.6 Valid complaints may result in repair, replacement, or compensation; products must be returned unless agreed otherwise.
- 11.7 Unfounded complaints incur full costs to the client.

Article 12 – Cancellation

12.1 Client must reimburse all costs if the agreement is cancelled, minimum 10% of the agreed price, possibly higher for actual damages.

12.2 Custom orders cannot be cancelled without written consent.

Article 13 – Termination and Suspension

13.1 FGF Technology B.V. shall have the right to suspend the performance of its obligations under the agreement until the client, to the satisfaction of FGF Technology B.V., has provided security for the fulfillment of all its obligations under the agreement. This provision also applies if the payment term has not yet expired.

13.2 FGF Technology B.V. shall have the right to terminate or suspend the agreement, in whole or in part, immediately and without recourse to the court, without prejudice to any other rights of FGF Technology B.V. to claim performance and/or damages, in the event that:

- a) the client acts in breach of any provision of the agreement or these general terms and conditions;
- b) the client applies for or is granted suspension of payments;
- c) the client is declared bankrupt or bankruptcy proceedings are applied for;
- d) the client is placed under guardianship or administration, or otherwise loses control over its assets, including cases in which debt restructuring applies;
- e) the client's business is sold, closed, or liquidated;
- f) any of the client's assets are seized.

13.3 In the event that any of the situations referred to in clause 13.2 occur, all claims of FGF Technology B.V. on the client shall become immediately due and payable.

Article 14 – Privacy

14.1 FGF Technology B.V. processes personal data of individuals within the client's organization in connection with the performance of the agreement, in compliance with applicable laws and regulations, including the General Data Protection Regulation (GDPR).

14.2 Appropriate technical and organizational measures are taken to ensure the security of personal data during transfer and processing.

14.3 Personal data is only shared with third parties if necessary for the performance of the agreement or required by law, and FGF Technology B.V. ensures GDPR compliance.

Article 15 – Ownership of documents and materials

15.1 Offers, drawings, software, and similar items remain FGF Technology B.V.'s property and must be returned on request.

15.2 Client may not modify, reproduce, disclose, or exploit works without written consent.

15.3 Intellectual property rights are not transferred unless explicitly agreed.

15.4 IP notices may not be removed or altered without consent.

Article 16 – Disputes and applicable law

16.1 Dutch law governs all agreements.

16.2 The Vienna Sales Convention (CISG) is excluded.

16.3 Disputes will be submitted to the District Court of Oost-Brabant, without prejudice to other competent courts.