

# Terms and Conditions iSole3D B.V. - Sales

Private company iSole3D B.V. (hereinafter: iSole3D) is registered with the Chamber of Commerce under number 92343791 and is located at Thomas Edisonstraat 6 (3284WD) in Zuid-Beijerland.

## Article 1 - Definitions

In these general terms and conditions, the following terms are used in the following sense unless expressly stated otherwise:

1. **Company:** The natural or legal person acting in the course of a profession or business
2. **Client:** the Company that enters into an Agreement (at a distance) with Seller.
3. **Seller:** the provider of Products to Client, hereinafter referred to as iSole3D.
4. **Offer:** Any Offer to Client to supply Products by Seller.
5. **Products:** the Products manufactured and sold by iSole3D are 3D printers in the broadest sense and related products.
6. **Agreement:** the (purchase) Agreement that extends to the sale and delivery of Products purchased by the Client from iSole3D.
7. **Application:** the software application developed for the Products.
8. **Maintenance subscription:** subscription that can be taken out for the maintenance of the Products.

## Article 2 - Applicability

1. These General Conditions apply to every Offer by iSole3D and every Agreement between iSole3D and a Client and to every Product offered by iSole3D.
2. Before an Agreement (at a distance) is concluded, the Client will be provided with these general conditions. If this is not reasonably possible, iSole3D will indicate to the Client in which way the Client can consult the general conditions.
3. The applicability of any (other) general or (purchasing) conditions of the Client is explicitly rejected. Only the general conditions of iSole3D are applicable.
4. Deviation from these general conditions is in principle not possible. In exceptional situations, it is possible to deviate from the general conditions if this is explicitly agreed upon in writing with iSole3D.
5. These general terms and conditions also apply to additional, amended and follow-up Agreements with the Client.
6. If one or more provisions of these general terms and conditions are partially or entirely void or nullified, the remaining provisions of these general terms and conditions shall remain in force, and the void/nullified provision(s) shall be replaced by a provision with the same purport as the original provision.
7. Uncertainties about the content, interpretation or situations not regulated in these general terms and conditions shall be assessed and explained in the spirit of these general terms and conditions.

## Article 3 - The Offer

1. All Offers made by iSole3D are without obligation, unless expressly stated otherwise in writing. If the Offer is limited or valid under specific conditions, this is explicitly mentioned in the Offer. An Offer can be made either orally or in writing.
2. iSole3D is only bound to the offer if the acceptance thereof is confirmed in writing by the Client within thirty (30) days. Nevertheless, iSole3D has the right to refuse an Agreement with a potential Client for a reason well-founded to iSole3D.
3. The Offer contains a description of the Product offered. The description is detailed enough to enable the Client to make a good assessment of the Offer. Obvious mistakes or errors in the Offer cannot bind iSole3D. The images and specific data in the Offer are only an indication and cannot be a ground for any compensation or the dissolution of the Agreement (at a distance). iSole3D cannot guarantee that the colors in the image exactly match the real colors of the Product.
4. Delivery times in quotations by iSole3D are indicative and when exceeded, do not entitle the Client to dissolution or damages, unless expressly agreed otherwise.
5. A compound quotation does not oblige iSole3D to deliver a portion of the items included in the offer or quotation at a Corresponding portion of the quoted price.
6. Offers or quotations do not automatically apply to repeat orders. Offers and quotations are only valid until stock lasts, and according to the 'made-to-order' principle.
7. iSole3D has the right to refuse specified orders or placed orders without giving reasons. Such refusal does not entitle the Client to damages or any other compensation for the refusal of the order/order.

## Article 4 - Establishment of the Agreement.

1. The Agreement is established at the moment the Client has accepted an Offer from iSole3D by paying for the Product in question.
2. If Client has accepted the Offer by entering into an Agreement with iSole3D, iSole3D will confirm the Agreement with Client in writing.
3. If the acceptance (on minor points) deviates from the Offer included in the quotation or invoice, iSole3D is not bound to it. The Client must pay the complete offer or invoice, unless the Client can prove that something else has been agreed upon.
4. iSole3D is not bound to an Offer if the Client could reasonably have expected or should have understood that the Offer contains an obvious mistake or clerical error. The Client cannot derive any rights from this mistake or clerical error.
5. Agreements or Contracts can only be entered into by authorized personnel, employed or hired persons of iSole3D who are authorized to represent and have a written power of attorney.
6. The right of withdrawal does not apply to a Company.
7. If the Client cancels the order placed or the specified order in whole or in part, the Client must pay the full compensation mentioned in the Agreement or the Offer.

## Article 5 - Duration transactions

1. The Client may only terminate an indefinite Agreement for the regular delivery of Products subject to 90 days' notice and the termination rules agreed upon for that purpose.
2. The termination of the above Agreement, may be terminated by Client in the same manner as it was entered into by Client.
3. A fixed-term Agreement for the regular delivery of Products shall terminate automatically upon expiration of the last delivery.
4. If an Agreement lasts longer than one year, the Agreement may be terminated by the Client at any time after one year, subject to a notice period 30 days, unless such termination before the end of the agreed term is not justifiable in reasonableness and fairness.

## Article 6 - Execution of the Agreement

1. iSole3D shall perform the Agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.
2. If and to the extent required for the proper execution of the Agreement, iSole3D has the right to have certain work performed by third parties at its discretion.
3. The Client shall ensure that all data, which iSole3D indicates are necessary or which the Client should reasonably understand are necessary for the execution of the Agreement, are provided to iSole3D in a timely manner. If the data necessary for the execution of the Agreement are not provided to iSole3D in a timely manner, iSole3D has the right to suspend the execution of the Agreement and/or charge the Client for the extra costs resulting from the delay according to the usual rates.
4. iSole3D may require security from the Client, or full payment in advance, before proceeding to execute the Agreement.
5. iSole3D is not liable for damages, of any kind, that occurred because iSole3D relied on inaccurate and/or incomplete data provided by the Client, unless this inaccuracy or incompleteness was known to iSole3D.
6. The Client indemnifies iSole3D for any claims of third parties, who suffer damages in connection with the execution of the Agreement and which are attributable to the Client.

## Article 7 - Delivery

1. Delivery is in principle made from iSole3D's warehouse, on the basis of Ex works (iSole3D delivers the Products by making them available to the Client in the warehouse) unless expressly agreed otherwise.
2. If the start, progress or (on) delivery of the services is delayed because, for example, the Client has not or not timely provided all requested information, insufficient cooperation, the (on) payment has not been received by iSole3D on time, or any delay arises due to other circumstances beyond the control of iSole3D, iSole3D is entitled to a reasonable extension of the (on) delivery period. All agreed (on) delivery times are never deadlines. The Client must give iSole3D a written notice of default and grant it a

reasonable period of time to still be able to (op)deliver. The Client is not entitled to any damages due to the resulting delay.

3. The Client is obliged to take delivery of the goods at the time they are made available to him according to the Agreement, even if they are offered to him earlier or later than agreed.

4. If the Client refuses to take delivery or is negligent in providing information or instructions necessary for delivery, iSole3D is entitled to store the items at the Client's expense and risk.

5. Where items are delivered by iSole3D or an external carrier, unless otherwise agreed in writing, iSole3D is entitled to charge any transportation, insurance, packaging and postage costs. These will then be invoiced separately.

6. Insofar as it is agreed that delivery and placement is to take place at the Client's premises then this shall take place entirely at the Client's risk, regardless of what has been agreed for the calculation of delivery costs.

7. If iSole3D requires data from the Client as part of the execution of the Agreement, the delivery time begins after the Client has provided it to iSole3D.

8. If iSole3D has specified a term for delivery, it is indicative. iSole3D, if the Product is in stock, and delivery is on schedule, will deliver the Product with one week to the address given by the Client in the Netherlands, barring (extraordinary) circumstances that delay the delivery term. Longer delivery times apply for delivery outside the Netherlands.

9. iSole3D is entitled to deliver the goods in parts, unless this is deviated from in the Contract or the partial delivery has no independent value. iSole3D is entitled to invoice the delivered goods separately.

10. Deliveries will be made only if all invoices have been paid, unless otherwise expressly agreed upon.

11. iSole3D reserves the right to refuse delivery if there is justified fear of non-payment.

## Article 8 - Packaging and transportation

1. iSole3D undertakes to the Client to properly package and secure the deliverables in such a way that they reach their destination in good condition under normal use.

2. Unless otherwise agreed in writing, all deliveries are made exclusive of sales tax (VAT), including packaging and packaging materials (with the exception of packaging for which it is customary to charge a separate deposit).

3. The acceptance of goods without any remarks on the bill of lading or the receipt shall be considered proof that the packaging/packaging was in good condition at the time of delivery.

4. Each Client is deemed to be in possession of any required import and/or payment permits. The absence or withdrawal of these permits does not relieve the Client of the obligation to take delivery of the goods in the agreed manner. If the goods are not sold cleared by iSole3D, this does not entitle a Client to cancel the order/order.

5. The risk of molestation shall always be borne by the Client.

6. If Client agrees that the ordered items will be delivered via direct supply from abroad, the risk of (improper, timely and/or no) delivery shall be entirely and completely borne by Client.

## Article 9 - Import and export restrictions.

1. Client understands that the Products may be subject to the import and export controls of the country in which the delivery address is located. Client shall comply with all applicable laws and regulations relating to import and export control.
2. Any restrictions or requirements may vary depending on time and Products.
3. The Client shall indemnify iSole3D at the first request of iSole3D for any damage and/or loss suffered by iSole3D (including all costs, taxes, fines, expenses and levies) that iSole3D suffers as a result of the Client's non-compliance with import and export control laws and regulations.

## Article 10 - Examination, complaints

1. The Purchaser shall be obliged to inspect the delivered Products or have them inspected at the time of delivery or handover, but in any event within 10 days of receipt of the delivered Products, and only to unpack or use the Products to the extent necessary to assess whether it will keep the Product. In doing so, the Purchaser shall examine whether the quality and quantity of the Products delivered corresponds to the Agreement and whether the Products meet the requirements applicable to them in normal (commercial) dealings.
2. The Client is obliged to examine the way in which the Product should be used and, in the event of personal use, to test the Product in accordance with the instructions for use. iSole3D does not recognize any liability for the Client's improper use of the Product, nor as a result of any advice given incorrectly by the Client to the Client's clients.
3. Any visible defects or shortages should be reported in writing to iSole3D within 10 days of delivery. Non-visible defects or shortages should be reported within (number of) days after discovery. In case of damage to the Product due to careless handling by the Client himself, the Client is responsible for any decrease in value of the Product.
4. In the event of a timely complaint pursuant to the previous paragraph, the Client remains obliged to take delivery and pay for the purchased items. In the event of a defect, after iSole3D has determined and approved the defect, the Client will receive a replacement Product or a credit note. In the event of a defect in a new Product, the Parties will consult to return the Product or send a new Product.
5. Returns are only accepted if approved by iSole3D, and provided with a return number (which is provided by iSole3D). The return address is (insert address).
6. If the Client exercises his right of complaint, he shall not be entitled to suspend his payment obligation nor to set off outstanding invoices.
7. In the absence of a complete delivery, and/or if one or more Products are missing, and this is attributable to iSole3D, iSole3D will, following a request to this effect from the Client, either send the missing Product(s) or cancel the remaining order. The receipt of the Products is leading in this regard. Any damages suffered by the Client as a result of the different scope of delivery cannot be recovered from iSole3D.
8. Reclamation is not possible if the Client had wrong or different expectations of the Product in question.

## Article 11 - Obligations of Client

1. The Client is obligated to accept all of the items provided by iSole3D requested as well as relevant attachments and related information and data in a timely manner and/or prior to the commencement of the Services and in the desired form for the purpose of the correct and efficient performance of the Agreement. Failing this, it is possible that iSole3D is unable to achieve full execution and/or delivery of the relevant pieces. The consequences of such a situation are at all times at the expense and risk of the Client.
2. iSole3D is under no obligation to verify the accuracy and/or completeness of the information provided to it or to update Client regarding the information if it has changed over time, nor is iSole3D responsible for the accuracy and completeness of the information provided by iSole3D compiled for third parties and/or provided to third parties in connection with the Agreement.
3. iSole3D may, if necessary for the performance of the Agreement, request additional information. Failing this iSole3D is entitled to suspend its Services until the information is received, without being liable to pay any compensation on any account whatsoever to the Client. In the event of changed circumstances, the Client must notify this immediately, or no later than 3 working days after the change has become known, to iSole3D.
4. Client is obliged to ensure that:
  - a. All information, data and records required for the performance of the Agreement (which also includes maps, drawings, surveys, house connections and more in a timely manner and in the manner specified by iSole3D desired manner to iSole3D are made available to iSole3D;
  - b. iSole3D gets access to the location on the agreed upon dates and times, which location meets the applicable legal (safety) requirements and working conditions (whether or not in accordance with a collective bargaining agreement). Failing this iSole3D is entitled to suspend its Services as long as this is not fulfilled, without being obliged to compensate any (delay) damage.
  - c. The third parties it engages perform their Services and/or deliveries in such a way that iSole3D experiences no delay and no obstacle in the performance of the Agreement and/or Services;
  - d. iSole3D timely has adequate opportunity for supply, storage and/or disposal of materials and/or tools;
  - e. iSole3D has timely access to any necessary scaffolding, edge and fall protection and more to be provided by Client, unless the parties have expressly agreed otherwise in writing;
  - f. The site is in such a condition that iSole3D can perform and/or continue its Services unhindered;
  - g. iSole3D has on site connection facilities for electricity, gas and water. The Client must reimburse the cost of these. Lost labor hours due to water, gas or power outages are the responsibility of the Client;
  - h. The site shall have adequate facilities for the proper and complete collection of waste;
  - i. The site should (if possible) have a suitable space where materials and more from iSole3D can be stored without damage or theft of these items. In case of theft, loss or damage, the costs of this will be charged to the Client;

- j. At the site, the equipment provided by iSole3D and/or their (sub)contractors in all reasonableness, without any (additional) costs to iSole3D. iSole3D be charged.
  - k. Client shall make all necessary provisions to prevent nuisance and or damage to the surrounding area, including environmental damage, consequential damage to property and goods and/or substances due to vibrations.
  - l. The Client is further obliged to take care of cleaning the road and placing proper warnings in case of (potentially) dangerous situations.
5. If the Client does not timely fulfill the obligations mentioned in this article, then iSole3D is entitled to suspend the execution of the Agreement until the moment that the Client has fulfilled her obligations. The costs related to the delay incurred and/or the costs of performing additional Services or other consequences resulting from this will be at the expense and risk of the Client.
6. If Client fails to fulfill its obligations and iSole3D fails to demand performance from the Client, this affects the right of iSole3D to demand performance at a later date.

## Article 12 - Use and maintenance Application

1. iSole3D makes available to Client on a user license basis the agreed and developed Application for use in the context of the Leased Premises during the term of the Agreement. The right to use the Application is non-exclusive, non-transferable, non-pledgeable and non-sublicensable and limited by these terms and conditions.
2. The Client is required to report any defects, errors or other malfunctions in the Application in writing to iSole3D, after which iSole3D In accordance with its usual procedures, will fix the errors and/or make improvements to the best of its ability. If desirable iSole3D is entitled to apply temporary solutions first, after which a structural solution can be devised and implemented in consultation with the Client.
3. The Client is obliged to provide his cooperation on first request to iSole3D.
4. Despite the agreed maintenance obligations of iSole3D, the Client has an independent responsibility for the management and use of the Application.
5. For the purpose of maintenance iSole3D authorized to check (data) files for, among other things, computer attacks, computer viruses and unsafe and/or illegal actions, as well as to perform other actions necessary for the maintenance. Client is also responsible for the instruction to and use of the Application by third parties engaged by Client.
6. Maintenance shall in principle include (i) corrective, (ii) preventive and (iii) adaptive maintenance. In the case of corrective, preventive and/or adaptive maintenance, is iSole3D is entitled to (temporarily) take the Application, in whole or in part, out of service. The Client is not entitled to any compensation during this interruption. iSole3D will allow the interruption to occur outside business hours as much as possible and no longer than is necessary for the maintenance.
7. iSole3D is entitled to make changes to the technology of the data network or telecommunications network and other changes to the data network or telecommunications network provided by iSole3D services offered. These changes can potentially affect the peripherals used by the Client, for which iSole3D cannot be obliged to pay any compensation.

8. The Client shall never try to hack the Application, apply reverse engineering and or perform other actions. If the Client breaches the aforementioned, the Client will receive a minimum fine of €5,000 per day for this plus a compensation for the incurred damages by iSole3D..

## Article 13 – Use and Maintenance of the Products

1. The use of any parts or materials in the Products other than those authorized and supplied by iSole3D is strictly prohibited. Customers must not use, insert, or apply any third-party parts or materials without prior written approval from iSole3D. Violation of this policy may result in the voiding of warranties, termination of service agreements, and potential legal action. iSole3D reserves the right to inspect and verify compliance with this policy at any time.
2. Client may purchase a Maintenance Subscription when purchasing the Products.
3. The Maintenance Subscription has a term as mentioned in the Agreement and is not terminable in the interim.
4. If agreed upon, iSole3D performs the agreed maintenance and repair work on the Products purchased by the Client.in the Agreement.
2. If, during the maintenance moment, defects are found that are at the expense of iSole3D these defects will be repaired free of charge. If repair is not possible, is iSole3D is entitled to replace the Product.
5. Maintenance and repair work is performed solely by iSole3D or one designated by iSole3D engaged third party. At all times, the Client is solely responsible for the proper and careful use of the Product and must refrain from improper or inappropriate use or use without the written permission of iSole3D making any modifications or using the Product for purposes for which the Product is not intended, exposing the Product to abnormal conditions or contrary to the instructions of iSole3D handled.
4. The costs of (minor) day-to-day maintenance shall be borne by the Client. In any case, (minor) day-to-day maintenance means cleaning and minor repairs.
5. iSole3D is under no obligation to perform maintenance, repair or upkeep of changes and additions made or adopted by the Client.

## Article 14 - Prices

1. During the validity period of the Offer, the prices of the Products offered are not increased, except in the case that there are changes in VAT rates, as a result of legislation and regulations price changes at the third parties or suppliers engaged by iSole3D or changes in the prices of the necessary raw materials or currency fluctuations, import and export duties (both domestic and foreign), shipping and/or delivery costs, iSole3D is entitled to increase the agreed price or fee accordingly and charge it to the Client.
2. The prices stated in the Offer are exclusive of VAT. Shipping and any transport and packaging costs and administration costs are not included in the price, unless otherwise agreed.
3. If, after the conclusion of the Agreement but before the agreed upon date of delivery, the prices of auxiliary materials, raw materials, components, wages or other price-determining factors have undergone a change, iSole3D is entitled to adjust the offer price accordingly, but not before three months have passed since the conclusion of the Agreement. The provisions of the previous sentence do not affect the authority of iSole3D to pass on price increases under laws and regulations at any time and to increase



the offer price accordingly.

4. Price increases resulting from additions and/or amendments to the Agreement shall be borne by the Client.

5. iSole3D shall provide the Client with an itemized invoice relating to the Agreement in response to the order placed or the order specified.

## Article 15 - Payment and collection policy.

1. Payment shall be made by prepayment within a payment period of up to 30 days in the currency in which invoiced. Objections to the amount of invoices must be reported within (number of) hours of the invoice date but do not suspend the payment obligation.

2. The Client cannot derive any rights or expectations from an estimate issued in advance, unless the parties have expressly agreed otherwise.

3. The Client shall pay these charges in a lump sum, to the account number and details of iSole3D made known to him. Except for special circumstances, the Client can make payment arrangements on a credit basis only with the explicit and written consent of iSole3D.

4. If agreed upon, an advance payment is due before iSole3D begins its services.

5. In the event of the Client's liquidation, bankruptcy, seizure or suspension of payment, iSole3D's claims on the Client are immediately due and payable.

6. iSole3D has the right to have the payments made by the Client go first of all to reduce the costs, then to reduce the interest that has fallen due and finally to reduce the principal sum and the current interest. iSole3D can, without being in default, refuse an offer of payment if the Client indicates a different order of attribution. iSole3D can refuse full repayment of the principal sum, if this payment does not also include the interest that has fallen due, the current interest and the costs.

7. If Client fails to fulfill his/her payment obligation, and has not fulfilled his/her obligation within the stipulated payment period of no more than (30) days, Client shall be in default.

8. From the date that the Client is in default, iSole3D will claim, without further notice, the legal (commercial) interest from the first day of default until complete satisfaction and compensation of the extrajudicial costs in accordance with article 6:96 of the Dutch Civil Code to be calculated according to the graduated scale from the Decree on compensation for extrajudicial collection costs of July 1, 2012.

9. If iSole3D has incurred more or higher costs that are reasonably necessary, these costs are eligible for reimbursement. Judicial and execution costs incurred are also at the expense of Client.

10. If the appropriate conditions are met, no VAT will be charged in case of intra-community delivery. Should the Client provide an incorrect or invalid VAT number, iSole3D has the right to charge the VAT to the Client afterwards, as well as to report the fraud to the tax authorities in the country of delivery.

11. If Client pays by direct debit and a direct debit is reversed herein, iSole3D will charge an administrative fee.

## Article 16 - Retention of title.

1. All Products delivered by iSole3D, remain the property of iSole3D until the Client has fulfilled all of the following obligations under all Agreements concluded with iSole3D.
2. The Client is not authorized to pledge or otherwise encumber the Products subject to retention of title.
3. If third parties seize the items delivered under retention of title or wish to establish or assert rights to them, the Client is obliged to inform iSole3D of this as soon as can reasonably be expected.
4. The Client undertakes to insure and keep insured the goods delivered under retention of title against fire, explosion and water damage as well as against theft and to make the policy of this insurance available for inspection on demand.
5. In the event that iSole3D wishes to exercise its property rights indicated in this article, the Client already now gives unconditional and non-revocable permission to iSole3D or third parties to be appointed by them to enter all those places where the property of iSole3D is located and to take those items back.
6. iSole3D has the right to retain the Client's purchased Product(s), if the Client has not yet fulfilled (in full) his/her payment obligations, despite an obligation to transfer or deliver from iSole3D. After the Client has fulfilled his obligations, iSole3D will still deliver the purchased Products to the Client as soon as possible, but at the latest within 20 working days.
7. Costs and other (consequential) damages resulting from the retention of the purchased Products are at the expense and risk of the Client and will be reimbursed to iSole3D by the Client upon first request.

## Article 17 - Warranty

iSole3D guarantees that the Products comply with the Agreement, the specifications mentioned in the offer, usability and/or soundness and the legal rules/regulations at the time of the conclusion of the Agreement. This also applies if the Products to be delivered are intended for use abroad and the Client has explicitly notified iSole3D of this use in writing at the time of entering into the Agreement.

## Article 18 - Suspension and dissolution

1. iSole3D is authorized to suspend the fulfillment of the obligations or to dissolve the Agreement, if the Client does not or not completely fulfill the (payment) obligations under the Agreement.
2. In addition, iSole3D is authorized to dissolve the Contract(s) existing by it and the Client, as far as they have not yet been executed, without judicial Agreement, if the Client, does not timely or not properly fulfill the obligations that arise for him from any Contract concluded with iSole3D, as well as in case of bankruptcy or suspension of payment of the Client or in case of shutdown or liquidation of his Company.
3. Furthermore, iSole3D is entitled to (have) the Agreement dissolved without prior notice if circumstances arise which are of such a nature that fulfillment of the Agreement is impossible or can no longer be expected according to the standards of reasonableness and fairness, or if other circumstances arise which are of such a nature that the unaltered maintenance of the Agreement can not reasonably be expected.
4. If the Agreement is dissolved, the claims of iSole3D on the Client are immediately due and payable. If iSole3D suspends the fulfillment of its obligations, it retains its claims under the law and Agreement.
5. iSole3D always retains the right to claim damages.

## Article 19 - Limitation of liability

1. If the performance of the Agreement by iSole3D leads to liability of iSole3D towards the Client or third parties, this liability is limited to the costs charged by iSole3D in connection with the Agreement, up to a maximum of once the order value. In any case, the liability is limited to the maximum amount of damages paid by the insurance company per event per year.
2. iSole3D is not liable for consequential damage, indirect damage, business damage, loss of profits and/or losses suffered, missed savings, damage due to business stagnation and damage resulting from the use of Products supplied by iSole3D is excluded.
3. iSole3D is not liable for damages that are or may be the result of any act or omission as a result of (imperfect and/or incorrect) information on the Website(s) or those of linked Websites.
4. iSole3D is not responsible for errors and/or irregularities in the functionality of the Website and is not liable for any malfunctions or unavailability of the Website for any reason.
5. iSole3D does not guarantee the correct and complete transmission of the content of and email sent by/on behalf of iSole3D, nor its timely receipt.
6. iSole3D explicitly rejects all liabilities and claims from Clients and third parties who have suffered (physical) damage due to the use of the Products. The Products offered by iSole3D should only be used according to the terms of use of the manufacturer and software supplier. In case of doubt, a Client and/or user should contact iSole3D.
7. All Client's claims for shortcomings on the part of iSole3D expire if they have not been reported to iSole3D, in writing and with reasons, within six months after the Client was aware or could reasonably be aware of the facts on which he bases his claims.

## Article 20 - Transfer of risk

The risk of loss or damage to the Products that are the subject of the Agreement passes to the Client at the moment the items leave iSole3D's warehouse. Similarly, if the items are brought into the control of the Client and/or third parties, the risk is transferred to the Client.

## Article 21 - Force majeure

1. iSole3D is not liable when, as a result of a force majeure situation, it cannot fulfill its obligations under the Contract, nor can it not be held to fulfill any obligation if it is hindered to do so as a result of a circumstance that is not due to its fault, and neither by virtue of the law, a legal act or generally accepted practice is for its account.
2. Force majeure includes in any case, but is not limited to what is understood in this regard in the law and jurisprudence, (i) force majeure of suppliers of iSole3D, (ii) failure to properly fulfill the obligations of suppliers prescribed or recommended to iSole3D by the Client, (iii) defectiveness of goods, equipment, software or materials of third parties, (iv) governmental measures, (v) power failure, (vi) failure of Internet, data network and telecommunication facilities (for example, due to: cybercrime and hacking), (vii) natural disasters, (viii) war and terrorist attacks, (ix) general transportation problems, (x) strikes in the Company of iSole3D and (xi) other situations that, in the opinion of iSole3D, are beyond its control that temporarily or permanently prevent the fulfillment of its obligations.

3. iSole3D has the right to invoke force majeure if the circumstance that prevents (further) fulfillment occurs after iSole3D should have fulfilled its commitment.
4. The parties may suspend the obligations under the Agreement during the period of force majeure. If this period lasts longer than two months, either party shall be entitled to dissolve the Agreement, without any obligation to compensate the other party for damages.
5. Insofar as iSole3D has already partially fulfilled its obligations under the Contract or will be able to fulfill them at the time of the occurrence of force majeure, and the fulfilled respectively to be fulfilled part has independent value, iSole3D is entitled to separately invoice the fulfilled respectively to be fulfilled part. The Client is obliged to pay this invoice as if it were a separate Agreement.

## Article 22 - Intellectual Property Rights.

1. All IP rights and copyrights of iSole3D are held exclusively by iSole3D and are not transferred to Client unless otherwise agreed upon.
2. The Client is prohibited from disclosing and/or reproducing, modifying or making available to third parties any documents that are subject to iSole3D's IP rights and copyrights without iSole3D's express prior written consent. If the Client wishes to make changes to items completed by iSole3D, iSole3D must explicitly approve the intended changes.
3. The Client is prohibited from using the Products on which iSole3D's intellectual property rights rest other than as agreed upon in the Agreement.

## Article 23 - Instructions for use Products

1. Client of Products must follow the regulations and instructions of iSole3D follow.
2. iSole3D expressly rejects all liabilities and claims of the Client and/or third parties who have suffered (physical) damage as a result of the use of the Products.

## Article 24 - Confidentiality

1. iSole3D and Client undertake to keep confidential all confidential information obtained in the context of an assignment. Confidentiality arises from the assignment or which can reasonably be expected to be confidential information.
2. If, on the basis of a legal provision or a judicial decision, iSole3D is obliged to (communicate) the confidential information to a third party indicated by the law or a competent judge, and iSole3D cannot invoke a right to privilege, iSole3D is not obliged to pay any damages and the Client is not entitled to dissolve the Agreement.
3. The obligation of confidentiality is also imposed by iSole3D and the Client on the third parties they engage.

## Article 25 - Privacy, data processing and security

1. iSole3D handles the (personal) data of Client and Users of the Website(s) with care and will only use them in accordance with the privacy statement. If requested, iSole3D will inform the person concerned. Questions about the processing of personal data and further information can be put in writing to iSole3D.
2. If the Agreement requires iSole3D to provide security for information, such security will meet the agreed upon specifications and a level of security that is not unreasonable given the state of the art, the sensitivity of the data, and the associated costs.

## Article 26 - Complaints

1. If the Client is not satisfied with the service or Products of iSole3D or otherwise has complaints about the purchase agreement, the Client is obliged to report these complaints as soon as possible, but no later than 10 days after the relevant occasion that led to the complaint. Complaints can be reported in writing with the subject line "complaint".
2. The complaint must be sufficiently substantiated and/or explained by the Client for iSole3D to consider the complaint.
3. iSole3D will respond substantively to the complaint as soon as possible, but no later than 21 working days after receipt of the complaint.
4. The parties will try to reach a solution jointly.

## Article 27 - Applicable law

1. Dutch law is applicable to every Agreement between iSole3D and the Client. The applicability of the (CISG) Vienna Sales Convention is explicitly excluded.
2. In case of interpretation of the content and scope of these general conditions, the Dutch text of these conditions is always decisive. iSole3D has the right to modify these general conditions unilaterally.
3. All disputes, arising from or as a result of the Agreement between iSole3D and Client will be settled in the competent court of Rotterdam District Court unless provisions of mandatory law lead to the jurisdiction of another court.

Oud-Beijerland, March 21, 2024