



GENERAL DELIVERY CONDITIONS

SpecifAI B.V., having its registered office in Tiel, Chamber of Commerce number 78305179 (hereinafter referred to as: SpecifAI)

Article 1 Definitions

Quotations: quotation(s) as provided to Client by SpecifAI.

General Terms and Conditions: the general delivery conditions of SpecifAI Security B.V., as included in this document.

Goods: Goods, products, parts, services and software.

Incoterms: The terms and conditions as established by the International Chamber of Commerce (ICC). If not explicitly stated otherwise, the version of the Incoterms as applicable at the time of entering into the Agreement will apply.

Delivery (deliveries): Delivery of Goods to Client from SpecifAI by means of Delivery "ex works" or in another way (if explicitly agreed upon in writing).

Delivery "Ex works": Delivery of Goods for which SpecifAI bears the costs, risk and insurance till the Goods are ready for transport.

Normal Working Hours: Working days (Monday through Friday) from 08:30 AM until 05:00 PM, with the exception of public holidays.

Client: the buyer, broker and any other customer that commissions SpecifAI Security or has entered into an Agreement with SpecifAI or intends to assign an order or to conclude an Agreement.

Agreement: that which has been agreed upon in writing between Parties (see article 4 of these General Terms and Conditions).

Parties: Client and SpecifAI (collectively). Each is indicated as Party separately.

RMA request: Client's request to SpecifAI to return Goods previously delivered by SpecifAI to SpecifAI for the purpose of replacing, repairing or reimbursement of the (purchase price of the) Goods.

Loss(es): Loss(es) as laid down in the Dutch Civil Code, including, but not limited to all claims, losses, liabilities, damages, actions and/or receivables.

Article 2 Applicability

- 2.1 These General Terms and Conditions apply to all Offers, Deliveries, services and / or Agreements between Client and SpecifAI.
- 2.2 The applicability of Client's general (purchase) terms and conditions is explicitly rejected by SpecifAI. Client's general (purchase) terms and conditions only bind SpecifAI insofar as SpecifAI has explicitly accepted these general (purchase) terms and conditions in writing.
- 2.3 These General Terms and Conditions also apply to all actions, Deliveries and work performed by SpecifAI prior to the conclusion of an Agreement.

Article 3 SpecifAI Offers

- 3.1 The SpecifAI Quotations are non-committal and valid for 14 days, unless otherwise agreed upon.
- 3.2 The SpecifAI Quotations are based on the execution of the work and the Delivery of the materials required for that purpose, under normal circumstances and during SpecifAI's Normal Working Hours. In the case of Delivery or assembly outside of Normal Working Hours, a surcharge will be charged on the normal hourly rate.
- 3.3 SpecifAI reserves the right to refuse orders and / or assignments without giving any reason.
- 3.4 SpecifAI is only bound by what has been agreed upon in writing with Client.
- 3.5 No rights can be derived from the data specified in catalogues, images, drawings, standardisation sheets or elsewhere, except insofar as the data concerned is explicitly part of the written Agreement between SpecifAI and Client.
- 3.6 The Goods are sold and delivered in accordance with the usual tolerances for dimensions, quantities and weights, unless explicitly agreed upon otherwise.

- 3.7 Slight differences in dimensions, small differences in colour or changes of a subordinate nature in construction or parts that are desirable for the sake of good realisation are permitted. SpecifAI cannot be held liable for the latter.
- 3.8 Documents made available to Client by SpecifAI prior to entering into the Agreement remain the property of SpecifAI, regardless of whether an Agreement is concluded. These documents may not be reproduced or made accessible to third parties in any way. At the request of SpecifAI, these documents must be returned, regardless of whether an Agreement is concluded.

Article 4 Agreement

- 4.1 An Agreement between the Parties is established by SpecifAI's order confirmation to Client.
- 4.2 The order confirmation sent by SpecifAI is a fully valid proof of what has been agreed upon between SpecifAI and Client. In the absence of an order confirmation, the invoice sent by SpecifAI to Client prevails, unless any inaccuracies that Client has made known to SpecifAI in writing within 5 working days after the date of dispatch of the invoice.
- 4.3 All changes to the original Agreement proposed by Client will count as additional work.

Article 5 Pricing

- 5.1 For the assignments accepted by SpecifAI the prices and conditions agreed upon in writing apply.
- 5.2 Prices are exclusive of VAT and other taxes imposed by the authorities.
- 5.3 Modification of specified prices, even after dispatch of the order confirmation shall be expressly reserved. SpecifAI is entitled to pass on rate increases to Client after the Agreement has been concluded, at which occasion Client is entitled to dissolve the Agreement in writing within 14 days of notification of the rate increase in compliance with statutory regulations.

Article 6 Costs

- 6.1 If the Delivery is postponed or accelerated at the request of Client, SpecifAI is entitled to reimbursement of the costs involved, as well as reimbursement of the statutory interest on the price of the Goods involved in the deferment or of the contract price of the activities to be performed.
- 6.2 SpecifAI is entitled to increase the net invoice amount exclusive of VAT with a credit restriction surcharge of 2% to be stated separately on the invoice. At payment before or on the due date, Client can deduct the relevant amount from the invoice.

Article 7 Payments

- 7.1 All payments must be made within 8 days from the invoice date, without deduction or settlement.
- 7.2 SpecifAI is entitled to claim advance payment or security in lieu of payment at all times.
- 7.3 SpecifAI is entitled to separately invoice any partial Delivery, including partial Delivery of a compound assignment. Besides, for assignments that require a long processing time SpecifAI is entitled to invoice in instalments.
- 7.4 Failure by Client to meet its obligation to make payment or provide security entitles SpecifAI, without prior notice of default, to suspend the execution of its obligations from these and all further Agreements with Client, without prejudice to its other powers in accordance with the legislation. Client is liable for the Loss suffered and to be suffered by SpecifAI for this delayed Delivery.
- 7.5 If Client does not meet its payment obligations, SpecifAI is entitled to charge a default interest of 1.5% per month from the invoice due date without further notice of default, without prejudice to SpecifAI's right to claim additionally statutory (commercial) interest.
- 7.6 All costs related to the collection (both judicial and extra judicial collection costs, including the costs for lawyers, bailiffs and collection agencies), are for the account of the Client

without a notice of default being required.

Article 8 Delivery

- 8.1 Agreed delivery times will never be regarded as firm dates, unless explicitly agreed upon otherwise. In the event of late Delivery Client must provide SpecifAI with a written notice of default. Failure to Deliver in a timely manner does not entitle Client to suspend or settle its own obligations.
- 8.2 The term of delivery starts as soon as the Agreement has been concluded, all data necessary for the execution of the work are in the possession of SpecifAI, all necessary permits, exemptions, approvals and / or assignments have been obtained, the place where the work must be carried out has been prepared in such a way that the Delivery can commence and Client has fulfilled all its obligations up to that point.
- 8.3 The agreed (delivery) term is extended by the time that the execution is delayed due to force majeure.
- 8.4 Delivery takes place "ex works", unless explicitly agreed upon in writing between SpecifAI and Client.
- 8.5 Deliveries other than "ex works", as well as returns are executed at the expense and risk of Client. SpecifAI may charge any costs associated with Delivery (other than "ex works") and/or returns to Client. If Delivery takes place in instalments, SpecifAI has the right to regard each Delivery as a separate transaction.
- 8.6 If delivery (completion) cannot take place at the agreed time or within the agreed period, SpecifAI is entitled to partial Delivery (completion) and to apply a reasonable subsequent delivery period.
- 8.7 If the Goods have been prepared by SpecifAI for transport / are ready for Delivery and Client refuses to receive the Goods, either Client decides to leave the Goods at SpecifAI, or the Goods cannot be delivered due to a circumstance attributable to Client, then, at the time of the refusal to take delivery of the Goods, or at the moment that Client indicates that the Goods will remain stored at SpecifAI (temporary or permanently), or at the moment that

SpecifAI is confronted with the circumstance that it cannot deliver due to a circumstance attributable to Client, the risk of the Goods will immediately transfer to Client. In that case, SpecifAI shall immediately be entitled to claim payment.

- 8.8 As soon as the Goods are ready for Delivery, SpecifAI will store the Goods at the expense and risk of Client for up to 30 days after the invoice date, unless Client and SpecifAI explicitly agreed upon otherwise. After the 30-day period, SpecifAI is entitled to (partially or fully) dissolve the Agreement with Client without prior notice of default and without judicial intervention. SpecifAI can recover all Loss(es) resulting from or related to the termination of the Agreement from Client.
- 8.9 In the event of default of Client SpecifAI has the right, after summons, to get rid of or find another destination for the Goods. Any proceeds will be credited to Client after deduction of all expenses payable by Client, without prejudice to SpecifAI's right to demand full payment of the agreed price.
- 8.10 SpecifAI has the right to change the structure and composition of its products, also without notice to Client, as far as the value-determining factors remain the same.
- 8.11 For interpretation of trade terms the Incoterms shall apply.

Article 9 Inspection obligation and delivery

- 9.1 Client is obliged to inspect the Goods immediately after Delivery for imperfections, inaccuracies and/or defects.
- 9.2 Insofar as there is on site commissioning, the completion will be considered to be the actual delivery. The work is considered to have been completed when the whole has been put into full operation and Client has been notified thereof.
- 9.3 When the delivered product has been put into use by or on behalf of Client, the work shall be deemed to have been delivered. If - despite an agreement made for this purpose - a representative declared as authorised by Client is not present, delivery (completion) can take place without Client's explicit cooperation.
- 9.4 Client signs for receipt of the Goods delivered by SpecifAI, the transport document offered

by SpecifAI or the work order presented by the SpecifAI employee. On these documents Client shall report any directly visible damage and/or shortcomings or problems encountered in the provision of services.

9.5 Client allows SpecifAI to check the complaint made at all times.

9.6 Violations of the provisions in this article will lead to the Client's lapse of complaint.

Article 10 Commissioning

10.1 Client ensures that the environment on the spot of commissioning has been prepared in such a way that the agreed work can be started immediately by SpecifAI. If such is not the case, SpecifAI is entitled to pass on to Client additional travel and accommodation costs as well as the waiting time. Client shall reimburse these additional costs.

10.2 Client shall provide, at its own expense and risk and without any compensation, sufficient storage, work and cafeteria space as well as the required electricity and water. Besides, Client shall ensure that all (including Occupational Health & Safety) legal regulations are complied with, and that necessary safety and other precautionary measures have been taken, which shall be maintained by Client during SpecifAI's execution of the Agreement.

10.3 Client is obliged to take out and maintain a usual CAR insurance or equivalent insurance, in which SpecifAI (and the subcontractors engaged by SpecifAI for the execution of the Delivery) is included as co-insured if the Delivery is intended for the Client's business, unless otherwise agreed upon in writing.

10.4 If it has been agreed that materials will be installed on site, additional work (as referred to in article 4.3 of these General Terms and Conditions) will be for the account and risk of Client.

10.5 SpecifAI is not liable for Losses that may arise during the installation work, unless the Losses are due to intent or gross negligence.

10.6 Client is liable for and obliged to compensate Losses and costs that SpecifAI might suffer, unless these Losses or costs are due to intent or gross negligence on the part of SpecifAI's employees.

Article 11 Retention of title

- 11.1 As long as Client has not fully complied with its obligations towards SpecifAI (as arising from the Agreement), SpecifAI remains the owner of all Goods sold and or delivered by the latter to Client, regardless of whether these have already been paid.
- 11.2 Client has no right to dispose of, rent out or mortgage the Goods in any way, as long as no (full) payment to SpecifAI has taken place, except and insofar it concerns the normal course of Client's business, in which case Client will assign its claim on third parties already now for then to SpecifAI as security for the latter's claim on Client. Client shall provide the deed(s) of assignment at SpecifAI's first request.
- 11.3 At amalgamation or mixing of the Goods with Goods of Client and third parties or in case of specification, SpecifAI will remain or obtain the property for its part in the whole of the existing or arisen Goods.
- 11.4 If Client does not meet its payment obligations, Client is held, without further notice of default, to make the Goods belonging to SpecifAI available to the latter at the first request. SpecifAI have the right to enter Client's property and take actual possession of the delivered Goods.
- 11.5 Client will be obliged to assign all claims relating to benefits referred to in article 27 to SpecifAI at the first request.
- 11.6 At the request of SpecifAI Client shall provide forthwith all information relating to the Goods belonging wholly or partially to SpecifAI.
- 11.7 SpecifAI is at all times entitled to take possession of the Goods that are under Client (or third parties), but belong to SpecifAI, as soon as it can reasonably assumed that there is a real chance that Client will not meet its obligations. The foregoing does not affect SpecifAI's other rights, including the right to claim damages.
- 11.8 SpecifAI is entitled to retain Goods which SpecifAI has or will obtain from Client for whatever reason until all that Client owes SpecifAI will be paid, unless Client has provided sufficient security for the latter. SpecifAI has this right of retention too if Client is granted suspension of payment or if Client is declared bankrupt.

Article 12 Pledging ban

- 12.1 Transfer by one of the Parties of its rights and obligations arising from the Agreement is only permitted after obtaining written permission of the other Party.

Article 13 Software and user rights

- 13.1 User rights to software are only transferred to Client by granting a user right by SpecifAI
- 13.2 Client is not permitted to copy the software, in whole or in part, or have it copied.
- 13.3 Client will not decompile or reverse engineer the software. Client will neither analyse nor otherwise examine the software, with the aim of exposing the underlying structure.
- 13.4 In the event of violation of the provisions of this article, Client will forfeit an immediately due and payable fine to SpecifAI of € 100,000 for each violation and an immediately due and payable fine of € 10,000 for each day or part thereof, that this violation continues, without prejudice to SpecifAI's right to claim full Compensation.
- 13.5 The right of use only gives the right to use a single version of the software and does not provide an automatic right to upgrades.

Article 14 Development of software / programmes

- 14.1 In the case of development of software / programs, Parties shall specify in writing which software will be developed and the way in which this will be performed. SpecifAI will develop the software on the basis of the information provided by Client.
- 14.2 SpecifAI is entitled, but not obliged, to investigate the accuracy and completeness of the data or specifications made available to it and, in the event of any imperfections, to suspend the planned work until Client will have removed the relevant imperfections.

- 14.3 If and insofar as this has been explicitly agreed upon in writing, the technical documentation produced during the development of the software can be made available to Client. Such a provision does not imply a transfer of intellectual property rights.

Article 15 Intellectual property

- 15.1 All intellectual property rights, including in any case (but not exclusively) patent rights, trademark rights, design rights and copyright, on (among other things) designing the Goods and / or services, know-how, information from / by SpecifAI, are at all times vested in SpecifAI.
- 15.2 When Client commissions SpecifAI to multiply or reproduce an object protected by any intellectual property rights, Client guarantees that no infringement of said rights of parties other than Parties will be made.
- 15.3 Client is not permitted to remove or change any indication of intellectual property - in the broadest sense of the word - from the Goods and / or services supplied and from the know-how, including indications regarding the confidential nature and secrecy of the know-how.

Article 16 Confidentiality obligation

- 16.1 Client guarantees at all times that no information regarding the manufacturing and / or construction methods used by SpecifAI is shown or disclosed to third parties or used by the latter, or otherwise brought to the attention of third parties in the broadest sense of the word.
- 16.2 Client is aware that the know-how provided by SpecifAI contains confidential information and trade secrets of SpecifAI. Client undertakes to keep this know-how secret, not to disclose it to third parties or allow it to be used and even to use it for the purpose for which it has been made available to Client. In this context, third parties also include all persons working in Client's the organization who do not necessarily need to use the know-how.

Article 17 Complaints and acceptance

- 17.1 Complaints with regard to visible defects must be effected immediately after discovery, but within 14 days after the actual transfer of the Goods to Client. Complaints about non-visible

defects must be effected within a reasonable time after discovery, but no later than 14 days after the expiry of the guarantee period in a written specified notification from Client to SpecifAI.

- 17.2 If Client does not submit a complaint within the meaning of 17.1, the Delivery will be deemed unconditionally accepted.
- 17.3 Legal claims regarding complaints must be initiated within 2 years after a timely complaint (see article 17, paragraph 1), on pain of forfeiture.
- 17.4 In the case of claims SpecifAI is only obliged to complement or replace the not delivered or not properly delivered Goods. If transport is carried out by third parties by order of SpecifAI, Client must complain in good time in accordance with the applicable transport conditions, at the risk of forfeiting all claims on SpecifAI.
- 17.5 Return shipments will only be accepted by SpecifAI if the return shipment has been announced by Client through an RMA request and after SpecifAI has approved an RMA request. Client shall be held to the instructions of SpecifAI for the return shipment.
- 17.6 The specifications supplied by SpecifAI and information related to the Goods are voluntary and do not release Client from its obligations to examine the Goods.
- 17.7 During use and / or consumption of delivered Goods SpecifAI shall never be liable for the compliance with laws, regulations and other requirements of competent authorities.

Article 18 Warranty

- 18.1 SpecifAI provides warranty on all Goods for a period of two years after the date of the invoice.
- 18.2 Warranty does not cover defects of Goods if these defects are directly or indirectly the result of wear and tear, non-compliance with operating or maintenance instructions, careless use, careless installation and / or if the Goods have been modified without the express approval of SpecifAI. Changes include, but are not limited to: additions, modifications, replacements, repairs, maintenance work, disassembly, updates, or other changes by Client or by third

parties.

- 18.3 SpecifAI does not guarantee that the software supplied by it is accessible at all times and without interruptions or malfunctions. SpecifAI is in no way liable or liable for compensation vis-à-vis Client for any Losses that result from or is the result of (temporarily) being unavailable or (intermediate) failure of the software.
- 18.4 Warranty on fans and power supplies of the Goods delivered by SpecifAI is explicitly excluded.
- 18.5 The warranty is voided for external causes, such as lightning, fire or (rain) water.
- 18.6 If, in the opinion of SpecifAI, the warranty claim is justified, SpecifAI is free to repair the relevant Goods, to replace them or to perform the service once more, or to compensate Client in another way.
- 18.7 The guarantee does not extend beyond bringing the Goods into the state as they were in at the time of Delivery (in accordance with article 8 of the General Terms and Conditions) to Client.
- 18.8 If the Delivery of SpecifAI consists of Goods that are (partly) manufactured by third parties, the guarantee of SpecifAI does not go beyond what is guaranteed by the suppliers of SpecifAI.
- 18.9 If, in the opinion of SpecifAI, the warranty claim has been wrongly made, or if there is an unauthorised change, as referred to in article 18.1, SpecifAI is entitled to charge Client inspection costs, with a minimum of 75 Euro (ex VAT).
- 18.10 Warranty claims will only be accepted by SpecifAI if the warranty claim has been submitted to SpecifAI in writing within 14 days after the defect was discovered by means of an RMA request and after SpecifAI has approved an RMA request. Client shall be held to the instructions of SpecifAI for the return shipment.
- 18.11 If Client does not fully or partially comply with the Agreement with SpecifAI, SpecifAI is not obliged to realise warranty claims with regard to these Agreements.

Article 19 Liability

- 19.1 SpecifAI is not liable for Losses due to not, not timely or not properly executing an Agreement or associated with an Agreement, or claims otherwise pursuant to the Law, unless and to the extent that Client is able to demonstrate intent on the part of SpecifAI.
- 19.2 SpecifAI is not liable for Losses if Client is in default towards SpecifAI; the Goods delivered have been exposed to abnormal circumstances by Client, its employees or third parties employed by it, or have been handled carelessly or improperly; the Goods delivered have been stored by Client, its employees or third parties engaged by it for a longer period than normal and it is likely that a loss of quality has occurred as a result thereof.
- 19.3 SpecifAI is not liable for the consequences of the instructions given by Client or third parties that act on behalf of Client, which deviate from the performance stated in the Agreement.
- 19.4 SpecifAI is not liable for functional unsuitability of materials and constructions, both existing and prescribed by Client, to which or on which the work to be carried out by SpecifAI must take place.
- 19.5 Any liability for Losses is expressly limited to the amount of the (partial) invoice value of the Delivery, as well as limited to a maximum of the amount paid out by SpecifAI's insurer.
- 19.6 SpecifAI is not liable for economic losses, indirect Losses, consequential losses, lost profit, lost savings, reduced goodwill, Losses due to business interruption or Losses due to exceeding a period.
- 19.7 SpecifAI is not liable for Losses if Client does not hold SpecifAI liable for the Losses in writing within 14 days after having been informed of the cause of the damage, if Client does not do everything that may reasonably be expected of it to limit the Losses and does not offer SpecifAI the opportunity to investigate the cause of the damage.
- 19.8 Client is responsible for the accuracy and completeness of and is responsible for the data that it provides to SpecifAI. SpecifAI shall never be liable for Losses suffered by Client as a result of the incorrect or incomplete information provided by it.

- 19.9 If Client has third parties carry out actions or operations with Goods delivered by SpecifAI, without having been authorised explicitly and in writing by SpecifAI, SpecifAI can never be liable for Losses.
- 19.10 In no event SpecifAI can be held liable for Losses and / or fine(s) as a result of exporting (having exported) the Goods by Client or third parties, in particular if the Goods do not meet the legal and other standards of the country to which the Goods are exported.
- 19.11 The exclusion of liability or limitation thereof in accordance with these General Terms and Conditions applies irrespective of whether the Losses were caused by subordinates of SpecifAI or non-subordinates who performed work for SpecifAI on behalf of its business.

Article 20 Resale by Client

- 20.1 Client will be obliged to only offer (have offered), to sell (have sold) and supply (have supplied) the Goods to third parties at a selling price which is not below the price used by SpecifAI.
- 20.2 Client is obliged to sell and deliver Goods in the original, undamaged packaging from SpecifAI, unless and insofar as written consent was obtained from SpecifAI.
- 20.3 Client is obliged to cooperate in an investigation of its administration to check the provisions of Article 14 by actually granting access to a (register) accountant to be designated by SpecifAI.
- 20.4 In the event of delivery to third parties, Client is obliged to ensure that this delivery is in accordance with, and with reference to the General Terms and Conditions, with the obligation for the buyer(s) to include the same clauses in their Agreements with third parties.
- 20.5 In the event of a total or partial violation of this article, Client owes SpecifAI an immediately due and payable penalty, without notice of default, of 5000, - Euro per violation per (part of a) day, without prejudice to SpecifAI's right to full Compensation.

Article 21 Transferability / subcontracting

21.1 Neither Party can transfer its rights and obligations under an Agreement to a third party without the prior written consent of the other party. Companies affiliated with SpecifAI are not considered as third parties within the meaning of this article.

21.2 SpecifAI can engage third parties in the performance of its obligations under an Agreement.

Article 22 Cancel

22.1 If Client wishes to cancel an assignment commissioned to SpecifAI, it must send written notification thereof to SpecifAI.

22.2 Premature termination by Client of a concluded Agreement can only take place with the prior written permission of SpecifAI.

22.3 If SpecifAI agrees with the termination, Client will owe SpecifAI a compensation of at least 25% of what Client would have had to pay to SpecifAI in the performance of the Agreement, without prejudice to SpecifAI's right to full compensation for expenses incurred and Losses suffered.

22.4 Cancellations are limited to Goods that are delivered or manufactured directly by SpecifAI. Goods, business, services, and agreements made, recorded or involved with third parties within the framework of the Agreement, are explicitly excluded from cancellation.

Article 23 Indemnification

23.1 Client is obliged to indemnify SpecifAI for all costs and Losses SpecifAI might incur because third parties bring an action against SpecifAI with regard to any fact, for which liability towards Client is excluded in these General Terms and Conditions.

Article 24 Third party clause

24.1 All provisions relating to the exclusion or limitation of liability of SpecifAI and to the safeguard of SpecifAI for claims by third parties, are also stipulated for the benefit of those, both in the service of SpecifAI and third parties, for whose acts or omissions SpecifAI may

be held liable.

Article 25 Dissolution

- 25.1 If Client defaults towards SpecifAI with timely payment or to fulfil other obligations, SpecifAI has the right to dissolve the contract without notification of default being required by means of a written statement, without prejudice to the right of SpecifAI to full compensation for costs, Losses, loss of profits, and all other rights by virtue of the law.
- 25.2 Besides, SpecifAI has the authority to dissolve on the basis of this article if SpecifAI judges that Client is considered less creditworthy, or if Client is in suspension of payment, declared bankrupt or in the event of a strike or liquidation of Client's business.
- 25.3 The Losses suffered or still to be suffered as referred to in this article shall at least amount to 10% of the agreed price, without SpecifAI being obliged to demonstrate that these Losses have been or will be suffered. These Losses will be treated as an advance on the full compensation.
- 25.4 In the event of dissolution on the basis of this article, a credit granted by SpecifAI to Client is immediately due and payable, without further notice of default being required.

Article 26 Force majeure

- 26.1 In the event of a shortcoming of a Party in the performance of the contract, which failure cannot be attributed to the failing Party, the implementation of the Agreement or the relevant part will be suspended. Parties will inform each other of such a situation as soon as possible. If such a suspension has lasted for three months or as soon as it has been determined that it will last for at least three months, either party may fully or partially terminate the Agreement with immediate effect by registered letter, without any party being liable for any compensation for any Loss(es) to the other.
- 26.2 A non-attributable shortcoming on the part of SpecifAI includes (but is not limited to):
- a. damage caused by natural disasters or storm damage;
 - b. war, threat of war and/or any other form of armed conflict or threat thereof which impedes the Delivery of Goods or raw materials;
 - c. strikes, forced closure of business, riot and any other form of interference or obstruction

- caused by third parties which impedes the Delivery of Goods or raw materials;
- d. loss of or damage to Goods during transportation;
 - e. sickness of one or more employees that are hard to replace;
 - f. legislative or administrative measures by the government which impede deliveries, including import and export prohibitions;
 - g. prohibition or obstruction of Delivery to SpecifAI imposed by organisations, institutions, groups or contractual forms of cooperation to which SpecifAI is affiliated or of which it forms a part;
 - h. lack of or interference in means of transport, production equipment or energy facilities;
 - i. fire or other accidents in SpecifAI's company;
 - j. non-delivery or late delivery by suppliers to SpecifAI;
 - k. stagnation of the supply of Goods, raw materials and / or energy;
 - l. Terrorism, or threat of terrorism;
 - m. Unusual traffic intensity or weather conditions.

Article 27 Insurances

- 27.1 Client is obliged to take out and maintain the usual insurance policies at its own expense and risk. This insurance must also include the interest of SpecifAI (in particular, but not exclusively, against the financial consequences of damage, loss, theft or destruction of Goods).
- 27.2 In the event of a calamity (as meant in the meaning of, among other things (but not exclusively) damage, loss, theft or destruction of Goods), Client must compensate SpecifAI for the financial consequences thereof.
- 27.3 SpecifAI shall never be liable for Losses that are usually covered by insurance.
- 27.4 SpecifAI shall at all times have the right to access and inspect the insurance policy as referred to in this article.

Article 28 Invalidity / destruction

- 28.1 If one or more clauses of these General Terms and Conditions are deemed void or destroyed, this does not affect the validity of the other clauses of these General Terms and Conditions.

Article 29 Applicable law and disputes

- 29.1 All Offers, Deliveries, services and / or Agreements between Client and SpecifAI to which the General Terms and Conditions apply are exclusively subject to Dutch law.
- 29.2 The uniform law on the international sale of movable properties (Act of December 15th 1971) and the Convention on Contracts for the International Sale of Goods Act agreed upon within the framework of Uncitral on April 11st 1980 in Vienna, do not apply.
- 29.3 All disputes between Parties shall in the first instance be settled by the competent Dutch court in The Hague, without prejudice to SpecifAI's right to take legal action before the competent court in the city where it has its registered office.

Article 30 Other provisions

- 30.1 If there is a difference between the various language versions of these General Terms and Conditions, the Dutch version will prevail.