



#### Article 13: Dissolution of the Agreement

Lift Emotion's claims vis-à-vis Client shall become immediately due and payable in the following cases:

- Should Client fail to comply or fail to comply properly or on time with any of its commitments under the Agreement.
- If after the Agreement has been entered into Lift Emotion B.V. becomes aware of circumstances that give good reason to fear that Client will not fulfill its commitments.
- If Lift Emotion, at the time that the Agreement was entered into, asked Client to provide security for performance of the contract and this security is not forthcoming or is insufficient.

In the above cases, Lift Emotion B.V. shall be entitled to suspend the further performance of the Agreement or to dissolve the Agreement and demand compensation for costs, loss and interest and the return of the items that have been provided as part of the performance of the Agreement but that have not yet been paid for.

#### Article 14: Proprietary rights and copyrights

1. Any drawings, blueprints, project documents, budgets, estimates, reports and other documentation that Lift Emotion B.V. draws up in the performance of the Agreement shall remain its property, irrespective of whether these were provided to Client or third parties.
2. Lift Emotion B.V. shall, to the exclusion of all other parties, be entitled to realise, publish and multiply its designs, blueprints, photos and all other illustrations of its design as referred to in the 1912 Copyright Act or in the Benelux Designs Act, irrespective of whether these were provided to Client or third parties.
3. Client shall not be permitted to reapply, in whatever context, the version of Lift Emotion's design in whole or part without Lift Emotion's explicit, written permission.

#### Article 15: Retention of title

1. Until such time as all claims arising from the Agreement, including interest and costs, have been paid in full, the items provided by Lift Emotion B.V. shall remain its exclusive property.
2. Until the time of full payment, Client shall not be permitted to pledge or sell the items to third parties. Should third parties wish to establish any right on the items provided, Client must inform Lift Emotion B.V. of this as quickly as possible. Client shall be obliged to ensure that the items on which retention of title has been established are and remain identifiable, and is further obliged to keep them isolated from each other and from the other items kept on Client's premises.
3. Should Client fail to fulfill its commitments or should there be reasonable fear that it shall fail to fulfill them then Lift Emotion B.V. shall be entitled to remove, or commission the removal of, the delivered items from Client or from third parties holding them for Client. Client shall be obliged to cooperate fully with this, on penalty of a fine of 10% of the total order amount.

#### Article 16: Performance of the Agreement

1. Lift Emotion B.V. shall perform the Agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship. Lift Emotion B.V. shall fill in project progress forms on the progress of the work that will set out all the relevant facts.
2. All hot work, for example welding and cutting, will be performed by the Client.
3. Client shall ensure that Lift Emotion B.V. receives full project documentation on time, along with the necessary authorisations (including permits and dispensations) and the other information needed for the work. Should Lift Emotion B.V. fail to receive on time the information that it needs for the performance of the Agreement, then Lift Emotion B.V. shall be entitled to suspend performance of the Agreement and/or to invoice Client for the additional costs arising from the delay, in accordance with Lift Emotion's standard rates.
4. Client must ensure that work performed by third parties that is not part of Lift Emotion's work shall be performed such that and in such a timely way that this shall not delay the performance of Lift Emotion's work.
5. Client shall bear the risk of any loss caused by defects in the body, materials and equipment that it provides or that is used at its request.
6. Client shall bear the risk of damage to and theft/loss of all materials, equipment, components and tools at the project site.
7. Client shall provide connection points as required by Lift Emotion B.V. for tools and equipment needed for the work. The power used shall be for the Client's account.
8. Client shall invite Lift Emotion B.V. to attend those construction meetings that are directly or indirectly relevant to Lift Emotion's work.
9. Client shall provide the necessary materials and equipment, which must comply with statutory rules and with safety rules laid down by the Labour Inspectorate.
10. Client shall ensure that supply facilities are provided and maintained such that at all times full loads of materials can be transported to a location where they can be used for the work. This includes hoisting facilities and help if transported material is heavier than 30 kg.
11. Client shall provide protection for all materials of Lift Emotion B.V., when they are in their store or during and after installation.
12. Client shall be responsible for ensuring that Lift Emotion B.V. can work freely and without impediment.
13. Client shall ensure that the work is organised and performed in such a way that any personal injury and material or environmental damage are avoided.

14. The Client shall be responsible for the disposal of packaging and residues from the products used by Lift Emotion B.V..
15. Client shall ensure that the workplace is kept in good order and that the work can be carried out safely. It is also responsible for the good condition of the materials to be processed and of the equipment that it provides.
16. Lift Emotion B.V. shall not be liable for any loss arising from its reliance on incorrect and/or incomplete information provided by Client.
17. Should Lift Emotion B.V. at any time be of the opinion that it is not (or is no longer) responsible to perform the work due to unsuitable environmental conditions (such as paint-air or dust) or because the work could be impaired by other work carried out simultaneously by third parties or by Client, then Lift Emotion B.V. shall be entitled to suspend its work without being liable for the resulting delay. Lift Emotion B.V. shall notify Client accordingly and keep appropriate records using the project progress forms referred to in paragraph 1. If Client instructs Lift Emotion B.V. to carry out the work all the same, then Lift Emotion B.V. shall not be liable for any resulting work defects. Client must give such instruction - i.e. to carry out the work all the same - in writing.
18. If Lift Emotion B.V. suffers loss due to third parties engaged by Client, then Lift Emotion B.V. may recoup this loss from Client.
19. Should Client be in default regarding the provisions set out in the preceding paragraphs, then Lift Emotion B.V. shall be entitled to suspend performance of the Agreement and to charge Client the costs resulting from this delay.
20. Should the performance of the Agreement so require, then Lift Emotion B.V. shall be entitled to have the work carried out by third parties.

#### Article 17: Settlement of disputes

Any disputes between the parties shall be settled in accordance with the Netherlands Arbitration Institute's Arbitration Rules. The arbitration tribunal shall consist of three arbitrators; place of arbitration to be Assen. The proceedings shall be held in the Dutch language. The arbitration tribunal shall reach a decision according to the relevant laws.

#### Article 18: Export Control Compliance clause

1. The deliveries under the agreement between Lift Emotion B.V. and Client (further as: **the Agreement** and together as: **the Parties**, respectively), be it commodities, hardware, software, know-how, technology, data, information, documentation, services, technical support, and/or any other exportable goods and/or performances thereunder, all in the broadest sense (further as: **Deliverable(s)**), may be subject to any restriction or embargo concerning the export of products or technical information issued by the Netherlands, Client's country, the European Union, the United States of America, the United Nations, and/or by any other country or governmental body, which may be imposed from time to time on any of the Parties and/or on any of the Deliverables, including any amendments thereof or additions thereto (further as: **the Export Control Regulations**).
2. Client warrants to be and to remain in full compliance with all Export Control Regulations applying to the Agreement and/or the Deliveries thereunder. Client warrants not to export or re-export, transfer or re-transfer any Deliverable in violation of any such Export Control Regulations without holding all authorizations necessary therefor. Client further warrants that they will take all reasonable and appropriate steps, including but not limited to, obtaining appropriate end-user statements, warranties, guarantees, or other assurances, to ensure that other persons or entities purchasing or otherwise procuring Deliverables under the Agreement will not export or re-export, transfer or re-transfer in violation of any of the Export Control Regulations. In addition, Client shall comply with all Lift Emotion's instructions in this regard, which may include, for example, to obtain appropriate end-user declarations.
3. Prior to any transfer of any of the Deliverables provided by Lift Emotion B.V. to a third party, Client shall in particular check and guarantee by appropriate measures that:
  - i. there will be no infringement of any Export Control Regulations whatsoever, e.g. by brokering of contracts concerning those Deliverables or by provision of other economic resources in connection with those Deliverables, also considering the limitations of domestic business and prohibitions of by-passing the rules and regulations of the Export Control Regulations;
  - ii. such Deliverables are not intended for use in connection with armaments, nuclear technology or weapons, if and to the extent such use is subject to prohibition or authorization under any of the Export Control Regulations, unless required authorization is provided in advance;
  - iii. the regulations of all applicable Sanctioned Party Lists of the European Union and/or the United States of America concerning the trading with entities, persons and organizations listed therein are considered.
4. If required to enable authorities or Lift Emotion B.V. to conduct export control checks, Client, upon request by Lift Emotion B.V., shall promptly provide Lift Emotion B.V. with all information pertaining to the particular end customer, the particular destination and the particular intended use of any of the Deliverables provided by Lift Emotion B.V., as well as any export control restrictions existing, including but not limited to render assistance in issuing any voluntary disclosures of non-compliance with any of the Export Control Regulations.
5. Client (i) bears sole responsibility for any violation of any of

- the Export Control Regulations by itself or other persons or entities purchasing or otherwise procuring Deliverables under the Agreement from Client, (ii) shall indemnify and hold harmless Lift Emotion B.V. from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with the Export Control Regulations by Client or other persons or entities purchasing or otherwise procuring Deliverables under the Agreement from Client, and (iii) shall compensate Lift Emotion B.V. for all damages, losses and expenses resulting thereof.
6. Without limiting the generality of the foregoing provisions, Client recognizes that the export of any of the Deliverables from The Netherlands requires the permission of the Dutch Government in case these are subject to the Wassenaar Arrangement on Export Controls for Conventional Arms and Dual-Use Goods and Technology or in any way can be used for military purposes.
  7. In the event that due to a modification, addition or change in any of the Export Control Regulations, any Deliverable becomes subject to any of the Export Control Regulations, Client shall immediately notify Lift Emotion B.V. thereof and of any remedial measures to be taken by Client in order to prevent or mitigate any violation of such Export Control Regulations resulting there from.

#### Article 19: Applicable law

All agreements between Lift Emotion B.V. and Client shall be governed by Dutch law. The applicability of the UN Convention on Contracts for the International Sale of Goods is expressly excluded.

Signed in Meppel on 6 June 2023,



E. Kwakkel  
Director



M. Brandt  
Director