

Artikel 1 - Definitions

- 1.1 In these General Delivery Conditions the terms listed below have the following meaning, unless otherwise expressly stated.
- **NRG:** Nuclear Research and consultancy Group V.O.F., a general partnership, having its registered office at Westerduinweg 3, PO Box 25, 1755 LE Petten, the Netherlands, and/or affiliated group companies and/or subsidiaries
 - **Customer:** NRG's contracting party in the conclusion and performance of an Agreement
 - **Agreement:** an agreement between NRG and the Customer regarding the sale and delivery of one or more products and/or services by NRG
 - **Quotation:** a written and detailed offer from NRG for the delivery of one or more products and/or services by NRG
 - **Services:** all services, of any nature and by any name whatsoever, provided or to be provided by NRG under an Agreement with the Customer

Artikel 2 - Applicability

- 2.1 These General Delivery Conditions govern all Quotations, orders and Agreements regarding the provision of one or more Services and/or the delivery of one or more products between NRG and the Customer, except insofar as the parties have expressly departed from those General Delivery Conditions in writing.
- 2.2 These General Delivery Conditions do not apply to products purchased by NRG or orders given to third parties by NRG for the provision of services to NRG.
- 2.3 NRG expressly rejects the applicability of any general conditions of the Customer, unless otherwise expressly provided in the Agreement.
- 2.4 NRG has the right to amend these General Delivery Conditions. Amendments also apply to Agreements already concluded. Amendments are notified to the Customer in writing (including by e-mail). They enter into force ten days after the notification or on such later date stated in the notification.
- 2.5 In the event of inconsistencies between the provisions of these General Delivery Conditions and the Agreement, the provisions of the Agreement prevail.

Artikel 3 - Offers, quotations and applications

- 3.1 All offers made by NRG are without engagement, unless NRG expressly states otherwise.
- 3.2 The prices in Quotations and Agreements are exclusive of VAT and other government charges, unless NRG expressly states otherwise.
- 3.3 No rights can be based on Quotations and Agreements in respect of future Agreements.

Artikel 4 - Performance of the Agreement

- 4.1 NRG will perform the Agreement to the best of its ability and understanding and in accordance with good professional standards.

- 4.2 If and insofar as compatible with proper performance of the Agreement, NRG has the right to have certain work performed by third parties. NRG will do so in consultation with the Customer to the extent possible.
- 4.3 The Customer must ensure that all data of which NRG states that they are necessary or of which the Customer should reasonably understand that they are necessary for the performance of the Agreement are made available to NRG in a timely manner. If the data required for the performance of the Agreement are not made available to NRG in a timely manner, NRG has the right to suspend the performance of the Agreement and/or to charge the Customer the extra costs resulting from the delay.
- 4.4 If it has been agreed that the Agreement will be performed in phases, NRG can suspend the performance of parts that are related to a subsequent phase until the Customer has approved the results of the preceding phase in writing.
- 4.5 If NRG or third parties engaged by NRG perform activities in the context of the Agreement at the Customer's location or at a location designated by the Customer, the Customer must arrange free of charge for the facilities reasonably required by NRG's employees in question and the Customer must meet all statutory and regulatory safety requirements as if its own employees were involved.
- 4.6 If the parties provide each other with data carriers, electronic files or software, etc., the parties warrant that the data carriers, electronic files or software are free from viruses and defects. If the data carriers, electronic files or software, etc. are nevertheless contaminated or defective, a replacement copy must be made available to the other party as soon as possible.
- 4.7 Both NRG and the Customer undertake to perform the Agreement in accordance with international and national legislation and regulations, including but not limited to legislation and regulations in the field of export control. The Customer is in no event entitled to resell or export products delivered or services provided by NRG.
- 4.8 An agreed delivery time is not a final deadline, unless explicitly stipulated otherwise.

Artikel 5 - Retention of title

- 5.1 All products delivered by NRG, including designs, drafts, drawings, films, software, electronic and other files, etc., remain NRG's property unless the parties expressly agree otherwise, and in that case until the Customer has performed all its obligations under all Agreements concluded with NRG in respect of those products.
- 5.2 The Customer must adequately insure the products delivered by NRG subject to retention of title.
- 5.3 The Customer is not authorised to pledge the products delivered under retention of title or to otherwise encumber or transfer them.
- 5.4 If third parties levy attachment on the products delivered under retention of title or wish to create or exercise rights in respect of such products, the Customer must immediately inform NRG accordingly.
- 5.5 If NRG transfers its ownership rights referred to in this article to a third party, the Customer must provide all the cooperation required for that transfer.

Artikel 6 - Payment

- 6.1 All payments to NRG must be made in the manner and on the conditions referred to below.
- 6.2 The Customer must arrange for payment of NRG's invoice within 30 days after the date of the invoice that NRG has sent to the Customer.
- 6.3 If payment has not been made within the credit period referred to in paragraph 2, the Customer owes the statutory commercial interest under Section 6:119a of the Dutch Civil Code, without any demand or notice of default from NRG being required.
- 6.4 If the amount due or part of that amount has been collected, the costs of collection, both in and out of court, are payable by the Customer, whereby the out-of-court costs of collection amount to at least 15% of the principal.
- 6.5 In the event of insolvency or a suspension of payment, all payment agreements that exist between the parties lapse and all amounts payable to NRG by the Customer are immediately due in their entirety.
- 6.6 NRG reserves the right to send the Customer interim invoices. NRG may at any time demand payment in advance and security for the payment from the Customer.
- 6.7 Objections to the amount or details of an invoice do not suspend the Customer's payment obligation, nor does the Customer have any right of setoff.

Artikel 7 - Amendment to the Agreement

- 7.1 If it becomes apparent during the performance of the Agreement that proper performance of the Agreement requires changes or additions to the work to be performed, the parties will amend the Agreement accordingly in a timely manner in consultation. The amended Agreement must set out all the consequences of the changes, including consequences of a financial nature and any changes in the time schedule.

Artikel 8 - Passing of the risk

- 8.1 The risk of loss of, damage to and/or asset impairment of the products that are the subject of the Agreement passes to the Customer the moment they are actually delivered to the Customer and are thereby placed under its control.

Artikel 9 - Defects; periods for filing complaints

- 9.1 The Customer must inspect or arrange for the inspection of products delivered by NRG on or as soon as possible after delivery. The Customer must thereby check whether the products delivered are in conformity with the Agreement, namely:
- whether the correct products have been delivered;
 - whether the products delivered are in conformity with the agreements made in terms of quantity (e.g. the quantity and the number); and
 - whether the products delivered meet the agreed quality requirements or, absent such requirements, the requirements of normal use and/or commercial purposes.

- 9.2 If visible defects or shortcomings are established after the inspection described in Article 9.1, the Customer must report them to NRG in writing within five working days after delivery.
- 9.3 The Customer must report any invisible defects to NRG in writing within five working days after their discovery but no later than 15 working days after delivery.
- 9.4 Products may be returned to NRG only with NRG's prior written consent.
- 9.5 The Customer must notify NRG in writing of any complaints regarding Services provided within five working days after their discovery but no later than ten working days after completion of the Service in question.
- 9.6 Also if the Customer complains in a timely manner, its obligation to make payment and to take delivery of the products and/or Services continues to apply, without any right of suspension or setoff.

Artikel 10 - Liability

- 10.1 NRG is not liable for:
- any damage that is unavoidable in correct execution of the order;
 - any damage that is directly or indirectly due to the urgency required by circumstances;
 - any damage that is directly or indirectly due to the suspension of the performance by NRG in accordance with the law, the Agreement or these General Delivery Conditions;
 - any damage to and/or loss of information, data or databases of the Customer;
 - any damage that is directly or indirectly due to errors in the data, documents and/or information provided by or on behalf of the Customer;
 - any damage that is directly or indirectly due to errors and/or imperfections that arise during dispatch or transfer of data, documents and/or information by the Customer to NRG as a result of a defect in and/or incorrect use of the means of communication that the Customer uses for that purpose.

- 10.2 NRG's liability, on any ground whatsoever, is limited to reimbursement of direct loss and to the amount that is paid in the case in question by NRG's liability insurer, and is at all times limited to the net amount invoiced for the performance that gave rise to the liability.

- 10.3 NRG's liability for indirect loss is excluded. Indirect loss includes loss of profit, lost savings, loss of goodwill or reputational loss, loss caused by business interruption or loss resulting from third-party claims.

- 10.4 The limitation and exclusion of liability described in this article do not apply in the event of intent or wilful recklessness of NRG's management.

Artikel 11 - Indemnity

- 11.1 The Customer indemnifies NRG against all third-party claims, including reasonable costs of legal assistance, that are in any manner related to or arise from NRG's work

performed for the Customer, except in the event of intent or wilful recklessness of NRG's management.

- 11.2 The Customer indemnifies NRG against any third-party claims regarding infringement of intellectual property rights on materials or data made available to NRG by the Customer that are used by NRG in the performance of the Agreement.
- 11.3 The Customer indemnifies NRG against any claims from persons whose personal data have been registered or are processed in a register of personal data kept by the Customer or for which the Customer is otherwise responsible under the *Wet bescherming persoonsgegevens* (Personal Data Protection Act), unless the Customer proves that the facts underlying the claim are entirely imputable to NRG.

Artikel 12 - Privacy, data processing and protection

- 12.1 If NRG considers it relevant to the performance of the Agreement, the Customer must immediately inform NRG in writing at its request about the manner in which the Customer performs its obligations under the Personal Data Protection Act.
- 12.2 If NRG is required under the Agreement to arrange for any form of data protection, that protection must be in keeping with the protection specifications agreed on in writing between the parties. NRG in no event warrants that the data protection will be effective in all circumstances. If protection expressly described in the Agreement is lacking, the protection must be of a reasonable level in light of the state of the art, the sensitivity of the data and the costs involved in the protection.
- 12.3 If computer, data or telecommunication facilities are used in the performance of the Agreement or otherwise, NRG has the right to assign access or identification codes to the Customer. NRG has the right to change any access or identification codes assigned. The Customer must treat the access and identification codes confidentially and with due care and may make them known only to authorised employees. NRG is in no event liable for any loss or costs resulting from use or abuse of access or identification codes, unless that is directly due to an action or omission of NRG.

Artikel 13 - Storage and transfer of information

- 13.1 NRG will arrange, insofar as reasonably required, for careful storage of the information that it receives from the Customer.
- 13.2 The Customer expressly bears the risk of damage to or loss of information stored at NRG or at third parties.
- 13.3 The Customer at all times bears the risk of damage to or loss of information during transport or dispatch, regardless of whether the transport or dispatch is organised by or on behalf of the Customer, NRG or third parties.
- 13.4 The Customer indemnifies NRG against any third-party claims related to damage to or loss of the information referred to in the preceding paragraphs.
- 13.5 If use is made of telecommunication facilities in the maintenance of software, including basic support, or in the provision of other services by NRG, the parties are each individually responsible for their correct choice and timely availability on their part.

- 13.6 To allow proper performance of the Agreement by NRG, the Customer must always provide NRG in a timely manner with all the data or information that NRG considers useful, necessary and desirable and must provide its full cooperation in that regard.

Artikel 14 - Force majeure

- 14.1 NRG is not required to perform any obligation if it is unable to do so due to an event of force majeure.
- 14.2 In these General Delivery Conditions, in addition to the meaning given to that term in legislation and case law, force majeure in any event means all external causes, foreseen or unforeseen, that are beyond NRG's control but as a result of which NRG is unable to perform its obligations under the Agreement, including but not limited to power failures, strikes (at suppliers or elsewhere), the termination, withdrawal and/or not providing of permits required by government bodies, stagnation in the delivery of raw materials or closure of NRG's reactors for health or other safety reasons.
- 14.3 Insofar as NRG has partly performed or will be able to partly perform its obligations under the Agreement when the event of force majeure occurs and that part has independent value, NRG has the right to separately invoice the part already performed or to be performed.

Artikel 15 - Notice/termination

- 15.1 Either of the parties has the right to terminate the Agreement without observing any notice period, by giving written notice to the other party, if:
- the other party has ceased to exist;
 - the other party has been declared insolvent, has been granted a suspension of payment or has adopted a winding-up resolution;
 - the other party no longer performs any activities; or
 - the other party is in breach of its obligation under the Agreement and fails to remedy that breach within 30 days after notice of default.
- 15.2 NRG furthermore has the right to terminate the Agreement by giving written notice to the Customer, without having to observe a notice period, if circumstances occur of such a nature that performance of the Agreement is impossible or can no longer be required of NRG by standards of reasonableness and fairness, or if other circumstances occur of such a nature that NRG cannot reasonably be required to continue the Agreement unamended.
- 15.3 Unless otherwise agreed, a party may terminate the Agreement in other cases only while observing a notice period of at least 30 days.
- 15.4 Premature termination of the Agreement by the Customer must take place in writing, stating the reasons.
- 15.5 All amounts that the Customer owes NRG fall due immediately on the date on which notice of termination of the Agreement is given.
- 15.6 If NRG terminates the Agreement on the grounds of Article 15.1 or the Customer does so on the grounds of Article 15.3, NRG has the right to charge the Customer compensation equal to the average amount of the monthly invoices that NRG sends to the Customer.

Artikel 16 - Returning of items made available

- 16.1 If NRG has provided the Customer with any items in the performance of the Agreement, the Customer must return those items to NRG within ten working days after termination of the Agreement, in their original condition, free from defects and in their entirety. If the Customer fails to perform this obligation, all resulting costs are payable by the Customer.

annulled in court, the other provisions remain in force. The parties will consult on the invalid or annulled provisions in order to make an alternative arrangement. The alternative arrangement will not affect the scope of these General Delivery Conditions or the Agreement.

Artikel 17 - Confidentiality

- 17.1 Both parties must observe confidentiality with regard to the provisions of the Agreement and all confidential information that they have obtained from each other or from any other source in the context of the Agreement. Information is regarded as confidential if the other party has stated that or if that follows from the nature of the information.
- 17.2 If a party is required on the grounds of a statutory provision or a court order to make confidential information available to third parties designated by law or the competent court and that party cannot claim privilege by law or privilege acknowledged or granted by the competent court, that party is not liable for any damages or compensation and the other party does not have the right to dissolve the Agreement on the grounds of any resulting loss.

Artikel 18 - Intellectual property

- 18.1 All intellectual or industrial property rights in respect of all products, copyright protected works, reports, designs and other documentation delivered by NRG under the Agreement are vested exclusively in NRG, unless otherwise expressly provided.
- 18.2 All documents provided by NRG, such as reports, advice, agreements, designs, drafts, drawings, software, etc., are intended to be used only by the Customer and may not be multiplied, published or brought to the attention of any third parties by the Customer without NRG's prior consent, unless otherwise apparent from the nature of the documents provided.
- 18.3 NRG reserves the right to use knowhow acquired in the performance of the Agreement for other purposes, insofar as no confidential information is thereby brought to the attention of third parties.

Artikel 19 - Surviving provisions

- 19.1 Provisions which by their nature are intended to survive after termination of the Agreement remain in force after termination. Those provisions include those recorded in Articles 17, 18, 20 and 21 of these General Delivery Conditions.

Artikel 20 - Disputes

- 20.1 The Dutch Court of Alkmaar has exclusive jurisdiction to hear and decide on any disputes between NRG and the Customer.

Artikel 21 - Governing law

- 21.1 All Agreements between NRG and the Customer are governed by Dutch law.

Artikel 22 - Invalid or annulled provisions

- 22.1 If one or more provisions of these General Delivery Conditions or the Agreement prove(s) to be invalid or is/are