

Terms & Conditions Adept R&D Consulting

Drafted on November 26, 2025.

Adept R&D Consulting is established at Aagje Dekenstraat 10, 4207 KD in Gorinchem, the Netherlands and registered with the Chamber of Commerce under number 98443461.

Article 1. Definitions

1. In these General Terms and Conditions, the following terms are used as defined below, unless explicitly stated otherwise.

General Terms and Conditions: The General Terms and Conditions as stated below.

Adept R&D Consulting Adept R&D Consulting is a company focused on providing *Services* (all activities, in whatever form, that Adept R&D Consulting for or on behalf of the Client)

Agreement: Any Agreement concluded between Adept R&D Consulting and the Client.

Client: The person who has accepted the applicability of these General Terms and Conditions and has given the order to perform the Service. The Client is *Do* meaning: the Client, not a natural person, acting in the course of a business or profession (business customer).

Party: Adept R&D Consulting, or the Client, together referred to as the "*Parties*".

Honorarium: The financial reimbursement that it agreed with the Client for the performance of the Services.

Article 2. Scope

1. These General Terms and Conditions apply to every quotation and Agreement concluded between Adept R&D Consulting and the Client, unless the Parties have expressly deviated from these General Terms and Conditions in writing.

2. These General Terms and Conditions also apply to Agreements with Adept R&D Consulting, in which third parties are engaged for the execution of the Agreement.

3. The applicability of any purchase or other general terms and conditions of the Client is expressly excluded.

4. If one or more provisions of these General Terms and Conditions are void or voidable, the other provisions of these General Terms and Conditions remain in effect.

5. Deviations from the Agreement and from these General Terms and Conditions are only valid if they are explicitly agreed with Adept R&D Consulting in writing.

6. In all cases not provided for in these General Terms and Conditions, the Agreement shall be interpreted in the light of these General Terms and Conditions and in reasonableness and fairness.

Article 3. Quotes

1. All quotations from Adept R&D Consulting are valid for the period included in the quotation. The quotation expires when this period has expired, i.e. 30 days.

2. Adept R&D Consulting cannot be held to its quotations if the Client, in terms of reasonableness and fairness and common views in society, should have understood that the quotation, or a part thereof, contains an obvious mistake or clerical error. In this case, no Agreement has been concluded.
3. If the acceptance by the Client, whether or not on minor points, deviates from the offer included in the offer, Adept R&D Consulting is not bound by this. In this case, no Agreement has been concluded.
4. In the event that Adept R&D Consulting provides the Client with a composite quotation, Adept R&D Consulting is not obliged to perform a part of the Services in accordance with a part of the stated price.
5. Quotations do not automatically apply to future orders or reorders.

Article 4. Conclusion, duration and termination of the Agreement

1. The Agreement comes into being through the timely acceptance by the Client of Adept R&D Consulting's quotation.
2. The Agreement can be concluded for both a limited period and for an indefinite period, unless the nature of the Agreement states otherwise or if the parties have explicitly agreed otherwise in writing.
3. The Agreement may be terminated at any time by mutual consent. If there is no mutual consent, the Agreement can be terminated unilaterally, with due observance of a notice period of 1 month. Upon termination of the Agreement, Adept R&D Consulting is entitled to charge the costs already incurred and the work already performed.

Article 5. Amendment of the Agreement

1. If, during the execution of the Agreement, it appears that it is necessary to amend or supplement the Agreement for proper execution, Adept R&D Consulting will inform the Client of this as soon as possible, as well as of any financial consequences. The parties will proceed to amend the Agreement in mutual consultation.
2. Adept R&D Consulting will not be able to charge any additional costs if the amendment or addition of the Agreement is the result of circumstances that can be attributed to Adept R&D Consulting.
3. Amendments or additions to the original Agreement shall only be effective from the moment that such amendments or additions have been accepted in writing by the Parties.

Article 6. Honorarium

1. The Honorarium and/or the fees are expressed in euros, excluding VAT and other government levies, unless indicated otherwise.
2. The Honorarium and/or fees do not include additional costs, such as travel, parking and shipping costs, unless indicated otherwise.
3. If the Honorarium and/or fees has not been expressly agreed, the Honorarium and/or fee will be determined on the basis of the hours actually spent and the usual hourly fee of Adept R&D Consulting.
4. Adept R&D Consulting will provide a statement of all associated costs, or provide information on the basis of which these costs can be calculated by the Client, in a timely manner before the Contract is entered into.

Article 7. Amendment of honorarium

1. If Adept R&D Consulting agrees on a fixed Honorarium and/or fee at the time of concluding the Agreement, Adept R&D Consulting is entitled to increase this Honorarium or fee, even if the Honorarium or fee was not originally specified provisionally.
2. If Adept R&D Consulting intends to change the Honorarium and/or fee, it will inform the Client as soon as possible, as well as of the extent of the increase and the date on which the increase will take effect.
3. The Client is entitled to dissolve the Agreement if the increase in the Honorarium and/or fee takes place within three months after the conclusion of the Agreement, unless:
 - The increase in the Honorarium and/or fee is the result of a power or an obligation incumbent on Adept R&D Consulting by law;
 - The increase in the Honorarium and/or fee is caused by an increase in the price of materials, parts, raw materials, wages, shipping costs, etc., or on other grounds that were not reasonably foreseeable at the time the Agreement was entered into;
 - Adept R&D Consulting is still willing to execute the Agreement on the basis of the originally agreed Honorarium and/or fee;
 - The Parties have agreed that the execution of the Agreement will commence on a date longer than three months after the conclusion of the Agreement.

Article 8. Execution of the Agreement

1. Adept R&D Consulting shall perform the Services to the best of its knowledge and ability and in accordance with the requirements of good workmanship.
2. Adept R&D Consulting has the right to have certain activities carried out by third parties. The application of Articles 7:404, 7:407 paragraph 2 and 7:409 of the Dutch Civil Code (BW) is therefore expressly excluded.
3. If the Agreement is executed in phases, Adept R&D Consulting has the right to invoice each part separately and to demand payment for it. If and as long as this invoice is not paid by the Client, Adept R&D Consulting is not obliged to carry out the next phase and has the right to suspend the Agreement.
4. The Client shall provide Adept R&D Consulting with all information, data, instructions and documents that are necessary for the execution of the Agreement or of which the Client should reasonably understand that they are necessary for the execution of the Agreement.
5. If the foregoing information, data, instructions and documents are not provided or are not provided in time, Adept R&D Consulting has the right to suspend the execution of the Agreement. The additional costs incurred due to the delay will be borne by the Client.
6. Adept R&D Consulting may also apply knowledge, insights and skills that Adept R&D Consulting acquires during an assignment to other clients, if Adept R&D Consulting does not use or disclose confidential information or protected results of the Client.

Article 9. Committees and independence

1. Adept R&D Consulting may receive fees or commissions from third parties for referring or recommending services or products.
2. Adept R&D Consulting will notify the Client of this in advance and will retain complete independence in the advice.

3. The Client remains free to choose third parties.
4. Adept R&D Consulting does not accept any obligation of exclusive referral and guarantees that recommendations are made solely on the basis of substantive suitability for the Client.
5. Adept R&D Consulting is not liable for shortcomings of third parties engaged by the Client, regardless of whether Adept R&D Consulting receives a commission for this.

Article 10. Execution period

1. The performance of the Services will take place within a period stated by Adept R&D Consulting. This period is only indicative and can never be regarded as a strict deadline.
2. If Adept R&D Consulting requires information, data, instructions or documents from the Client, which are necessary for the performance of the Services, the execution period shall commence after the Client has provided it to Adept R&D Consulting.
3. If the execution period is exceeded, the Client must give Adept R&D Consulting written notice of default, whereby Adept R&D Consulting will still be offered a reasonable period to perform the Services.
4. A notice of default is not necessary if the execution has become permanently impossible or if it has otherwise become apparent that Adept R&D Consulting will not fulfil its obligations under the Agreement. If Adept R&D Consulting does not proceed with execution within this period, the Client is entitled to terminate the Agreement without judicial intervention and/or seeking compensation.

Article 11. Payment

1. Payment of the Fee shall be made by transfer to a bank account specified by Adept R&D Consulting, in a manner to be indicated by Adept R&D Consulting and in the currency in which the invoice was made, unless agreed otherwise. Transfer will take place by means of an invoice.
2. Payment can be made both in advance and afterwards.
3. Payment afterwards must be made within 30 days of the invoice date.
4. Adept R&D Consulting is entitled to invoice the Client for the work performed in the period in question.
5. The Client is not entitled to deduct any amount due on account of a counterclaim made by the Client.
6. Objections to the amount of the invoice do not suspend the payment obligation.
7. After the expiry of 30 days after the invoice date, the Client is in default by operation of law, without notice of default. From the moment of default, the Client owes interest of 2% per month on the amount due and payable, unless the statutory interest rate is higher.
8. In the event of bankruptcy, suspension of payments or placement under conservatorship, the amounts owed to Adept R&D Consulting and the obligations of the Client towards Adept R&D Consulting are immediately claimable.

Article 12. Collection costs

1. If the Client is in default or in breach of the Contract in fulfilling its obligations (in a timely manner) then all reasonable costs incurred to obtain an out-of-court settlement are payable by the Client. The Client is in any event liable to pay the collection costs.
2. Any reasonable legal costs and execution costs incurred are also payable by the Client.

Article 13. Suspension

1. If the Client does not comply with an obligation under the Agreement or does not do so in full or in a timely manner, Adept R&D Consulting has the right to suspend the corresponding obligation. In the event of partial or inadequate fulfilment, suspension is only permitted insofar as the shortcoming justifies it.
2. In addition, Adept R&D Consulting is authorized to suspend the fulfillment of the obligations if:
 - After the conclusion of the Agreement, Adept R&D Consulting has become aware of circumstances that give good reason to fear that the Client will not comply with the obligations;
 - The Client was requested to provide security for the fulfilment of its obligations under the Agreement when concluding the Agreement and this security is not provided or is insufficient;
 - Circumstances arise that are of such a nature that compliance with the Agreement is impossible or that Adept R&D Consulting cannot reasonably be expected to maintain the Agreement unchanged.
3. In the event of suspension, Adept R&D Consulting reserves the right to claim compensation.

Article 14. Termination

1. If the Client does not comply with an obligation under the Agreement, or does not comply fully, in a timely manner or properly, Adept R&D Consulting is entitled to terminate the Agreement with immediate effect, unless the shortcoming does not justify the termination.
2. In addition, Adept R&D Consulting is entitled to terminate the Agreement with immediate effect, if:
 - After the Agreement it entered into, Adept R&D Consulting has become aware of circumstances that give good reason to fear that the Client will not comply with the obligations;
 - The Client was requested to provide security for the fulfilment of its obligations under the Agreement when concluding the Agreement and this security is not provided or is insufficient;
 - Due to the delay on the part of the Client, Adept R&D Consulting can no longer be required to comply with the Agreement under the originally agreed conditions;
 - Circumstances arise that are of such a nature that compliance with the Agreement is impossible or that Adept R&D Consulting cannot reasonably be expected to maintain the Agreement unchanged;
 - The Client is declared bankrupt, submits an application for a suspension of payment, requests the application of debt rescheduling for natural persons or is served with a writ of sequestration on all or part of its property;
 - The Client is placed under conservatorship;
 - The Client deceases.
3. Termination of the Agreement takes place by means of written notification to the Client, without judicial intervention.
4. If the Agreement is terminated, the claims of Adept R&D Consulting against the Client are immediately due and payable.
5. If Adept R&D Consulting terminates the Agreement on the basis of the foregoing grounds, Adept R&D Consulting is not liable for any costs or compensation. If the termination is attributable to the Client, the Client is liable for the damage suffered by Adept R&D Consulting.

Article 15. Force majeure

1. If Adept R&D Consulting does not comply with an obligation under the Agreement, or does not comply fully, in a timely manner or properly, there is a shortcoming on its part. A shortcoming cannot be attributed to Adept R&D Consulting if the shortcoming is not due to its fault, nor is it for its account by virtue of the

law, a legal act or generally accepted practice. In this case, there is force majeure. In the event of force majeure, the Parties are also not obliged to fulfil the obligations arising from the Agreement.

2. In these General Terms and Conditions, force majeure is understood to mean, in addition to what is understood in the law and jurisprudence in that area, all external causes, foreseen or unforeseen, over which Adept R&D Consulting has no influence and as a result of which Adept R&D Consulting is unable to fulfil its obligations. Adept R&D Consulting also has the right to invoke force majeure if the circumstance that prevents (further) compliance with the Agreement occurs after Adept R&D Consulting should have fulfilled its obligation.

3. Both Adept R&D Consulting and the Client may suspend the obligations under the Agreement in whole or in part during the period that the force majeure continues. If the situation of force majeure is of a temporary nature, Adept R&D Consulting reserves the right to suspend the agreed performance for the duration of the force majeure situation. In the event of permanent force majeure, both Parties are entitled to dissolve the Agreement with immediate effect, by means of written notice, without judicial intervention, without the Parties being able to claim any compensation.

4. If, at the time of the occurrence of force majeure, Adept R&D Consulting has already partially fulfilled its obligations under the Agreement or will be able to fulfil them, and the part fulfilled or to be fulfilled has independent value, Adept R&D Consulting is entitled to invoice the part already fulfilled or to be fulfilled separately. The Client is obliged to pay this invoice as if it were a separate Agreement.

5. All of the above also applies to the Client in the event of force majeure on their side.

Article 16. Examination and claims

1. The Client is obliged to examine the Services performed at the time of delivery, but in any case, within 90 days after the performance of the Service. The Client must examine whether the quality and quantity of the Service comply with what the parties agreed, at least meet the requirements that are common in trade.

2. Any form of warranty will lapse if the defect has not been reported within the set period (unless a longer period results from the nature of the Services or from circumstances of the case), if the defect has arisen as a result of improper use, lack of care, the delivered Services have otherwise been handled or maintained in an injudicious manner or if the defect is a result of changes that the Client or third parties have made to the Client the delivered Services.

3. The payment obligation will not be suspended if the Client informs Adept R&D Consulting of the defective item within the specified period.

4. If the Client reports any defects in a timely manner, the Client will nevertheless remain obliged to purchase and pay for the Services, unless the Services do not have an independent value.

Article 17. Liability

1. Adept R&D Consulting is only liable for direct damage, provided that such direct damage is caused by deliberate recklessness or intent on the part of Adept R&D Consulting. Direct damage should only be understood to mean:

- Material damage to the Client's property;
- Reasonable costs incurred by the Client to determine the liability and (the extent of the direct) damage;

- Reasonable costs that the Client has reasonably incurred, and could and was reasonably allowed to incur, to prevent or limit the damage, insofar as the Client demonstrates that these costs have led to a limitation of the direct damage;
- Reasonable costs that the Client has reasonably incurred in order to obtain payment out of court, as referred to in Article 6:96 paragraph 2, sub c of the Dutch Civil Code.

2. Adept R&D Consulting is not liable for indirect damage (including in any case consequential damage, loss of profit, lost savings, business interruption or immaterial damage of the Client), not for damage, of whatever nature, because Adept R&D Consulting has assumed that the Client has taken into account the incorrect and/or incomplete data provided (unless this inaccuracy or incompleteness should have been known to Adept R&D Consulting) and not for mutilation, destruction, theft or loss of data or documents.

3. If Adept R&D Consulting is liable for any damage, its liability is limited to the amount up to a maximum of the amount stated in the invoice or to the amount to which the insurance affiliated with Adept R&D Consulting is entitled, with the deductible that Adept R&D Consulting bears in accordance with the insurance.

4. The Client must report the damage for which Adept R&D Consulting can be held liable to Adept R&D Consulting as soon as possible, but in any case, within fourteen days after the damage has occurred, all this on pain of forfeiture of any right to compensation for this damage.

Article 18. Indemnity and limitation period

1. The Client indemnifies Adept R&D Consulting against any claims from third parties who suffer damage in connection with the execution of the Agreement and which are attributable to the Client.
2. If Adept R&D Consulting is sued by third parties, the Client is obliged to assist Adept R&D Consulting with both judicial and extrajudicial support. All costs and damage on the part of Adept R&D Consulting and third parties are further at the expense and risk of the Client.
3. For all claims against Adept R&D Consulting and the third parties (possibly) engaged by Adept R&D Consulting, a limitation period of one year applies, in deviation from the statutory limitation periods.

Article 19. Complaints procedure

1. If the Client has a complaint about the way in which Adept R&D Consulting carries out its business activities, the Client can submit a complaint by e-mail.
2. The Client must submit a complaint within one month after the Client has become aware of the existence of the complaint.
3. Adept R&D Consulting treats all complaints confidentially.
4. Adept R&D Consulting will endeavor to settle the complaint within one month.

Article 20. Intellectual property

1. Copyright is the right of the creator of a work of literature, science or art to determine how, where, when and by whom the work is published or reproduced.
2. Intellectual property law is the collective term for creators' rights to intellectual creations, for example, music, trademarks, design, inventions, texts and photographs. Copyright falls under intellectual property law.

3. All material used by Adept R&D Consulting in the performance of its Services (or other business activities) is subject to copyright and intellectual property rights.

4. The Client may use this material for purposes for which Adept R&D Consulting has prepared the material, but never for other purposes. The Client is not permitted to publish, reproduce, copy, make available to third parties, make available, trade, (commercially) exploit or otherwise distribute the material, even with the prior written permission of Adept R&D Consulting. The Client is not permitted to create "derivative works" by modifying the material and subsequently making it available to third parties, making it available, trading, (commercially) exploiting or distributing it in any other way. In short: the Client may not share the material and its content with others

Article 21. Confidentiality

1. Both Adept R&D Consulting and the Client are obliged to maintain confidentiality during the term and after termination of the Agreement about all facts and details concerning the company of which they know or can reasonably suspect that they are confidential. This duty of confidentiality also includes all data of employees, clients, principals and other relations that have become aware of pursuant to the Agreement.

Article 22. Privacy

1. In the performance of the Services, Adept R&D Consulting processes personal data of the Client. When processing personal data, Adept R&D Consulting acts in accordance with the applicable privacy laws and regulations.

2. The personal data provided by the Client to Adept R&D Consulting shall be kept carefully and confidentially. Adept R&D Consulting will not store the personal data longer than necessary.

3. Adept R&D Consulting will only use the Client's personal data for necessary specific purposes: in the context of the execution of the Services or the handling of a possible complaint.

4. Adept R&D Consulting is not permitted to lend, rent, sell or in any way disclose the personal data of the Client.

5. The Client has several rights, including the right of access, the right to correction and the right to delete the personal data provided.

6. The Client is entitled to submit a complaint to the Dutch Data Protection Authority regarding his/her personal data. The Dutch Data Protection Authority is obliged to handle this complaint.

Article 23. Amendments of the General Terms and Conditions

1. Adept R&D Consulting has the right to unilaterally amend these General Terms and Conditions. Amendments will also apply to Agreements already concluded.

2. Adept R&D Consulting will inform the Client of the amendments by e-mail. The amendments will take effect thirty days after the Client has been informed of the changes.

3. If the Client does not agree with the announced amendments, the Client has the right to terminate the Agreement, unless Adept R&D Consulting is prepared to execute the Agreement in accordance with the originally applicable General Terms and Conditions.

Article. 24. Interpretation and translation

1. In addition to the original Dutch version of these Terms and Conditions, there is a version of the Terms and Conditions translated into English.

2. The Dutch version of the General Terms and Conditions of Adept R&D Consulting is the authentic version. This version of the General Terms and Conditions will take precedence in the event of the explanation or interpretation of the General Terms and Conditions. In the event of a difference in meaning or interpretation between the two versions, then the Dutch version of the General Terms and Conditions will prevail.

Article 25. Applicable law and disputes

1. All legal relationships in which Adept R&D Consulting is a party are exclusively governed by Dutch law. This also applies if an obligation is wholly or partly fulfilled outside of the Netherlands or if the Client has its place of business outside of the Netherlands.

2. Disputes between Adept R&D Consulting and the Client will only be submitted to the competent court in the district of Rotterdam, unless the law prescribes otherwise.

Article 26. Location

1. These General Terms and Conditions are published on the website of Adept R&D Consulting and filed with the Chamber of Commerce under number: 98443461.