

GENERAL TERMS AND CONDITIONS OF SALES OF ATA MUTE B.V.

Chapter I: General Provisions

1. DEFINITIONS AND STRUCTURE

1.1 Capitalized words in these general terms and conditions of sales of ATA Mute, both written in plural and singular, shall have the following meaning:

- (a) **Agreement:** the agreement concluded between the Customer and ATA Mute for the sales and delivery of Products and/or the delivery of Services and/or delivery of work;
- (b) **Customer:** any natural or legal person acting in the course of his/her/its professional or business activities who/that is or comes to be in a contractual relationship with ATA Mute regarding the purchase of Product(s), Service and/or work;
- (c) **DCC:** Dutch Civil Code (*Nederlands Burgerlijk Wetboek*);
- (d) **Enquiry:** all orders or requests with regard to the Products, Services or work placed by the Customer at ATA Mute;
- (e) **General Terms:** these general terms and conditions of sales of ATA Mute;
- (f) **Offers:** all offers, orders or requests with regard to Products, Services and/or work provided by ATA Mute to the Customer;
- (g) **ATA Mute:** ATA Mute B.V., listed in the Commercial Register of the Dutch Chamber of Commerce under number 89728610;
- (h) **Parties:** ATA Mute and the Customer;
- (i) **Products:** the products sold and delivered by ATA Mute to the Customer;
- (j) **Reserved Product:** a Product to which a retention of title of ATA Mute applies;
- (a) **Services:** the services offered and provided to the Customer by ATA Mute;
- (b) **Terminate:** the ending of the Agreement via termination (*opzeggen*) or dissolution (*ontbinden*, article 6:265 DCC);

1.2 The General Terms are divided into the following chapters:

- (a) Chapter I “General Provisions” of the General Terms applies to all Agreements;
- (b) Chapter II “Purchase and Delivery of Products” of the General Terms applies insofar as the Agreement (also) provides for the sales and delivery of Products;
- (c) Chapter III “Provision of Services” of the General Terms applies insofar as the Agreement (also) provides for the provision of Services.

2. GENERAL

2.1 The General Terms apply to and form an integral part of every Enquiry, Offer and Agreement.

2.2 Should one or more provisions of the General Terms be in conflict with a written Agreement signed by ATA Mute and Customer, the provisions of that Agreement shall prevail. One or more provisions of the General Terms may only be derogated from if this is expressly agreed in writing by both Parties.

2.3 The applicability of general terms of the Customer is explicitly excluded.

3. ORDERS AND AGREEMENTS

3.1 If the Customer wants to buy a Product or make use of Services, the Customer can place an

Enquiry.

- 3.2 ATA Mute is entitled to refuse an Enquiry. ATA Mute is entitled to make an Offer on the basis of the Enquiry.
- 3.3 All Offers of ATA Mute are revocable, without obligation and lapse automatically after 10 days.
- 3.4 Apparent mistakes or errors in the Offer do not bind ATA Mute.
- 3.5 The Customer has to accept the Offer in writing. After the Customer has accepted the Offer, ATA Mute shall send an order confirmation in writing to the Customer. The written confirmation is considered to be that which has been agreed upon between the Parties (“the Agreement”), unless the Customer lodges a written objection to ATA Mute within 8 working days after ATA Mute sent the written confirmation to the Customer.

4. INFORMATION

- 4.1 The Customer is aware of the fact that the information provided by it to ATA Mute is determinative for the Offer and agreed price. All Offers are based on information provided by (or on behalf of) the Customer. The Customer warrants that all information provided by or on behalf of it to ATA Mute is accurate and complete. If any changes occur to the information on which ATA Mute relied when making the Offer or concluding the Agreement, ATA Mute is entitled to amend the Offer or to change the price agreed to in the event that the information provided by the Customer is incomplete or fully or partially inaccurate.
- 4.2 The Customer shall both on one’s own accord and upon request of ATA Mute, provide ATA Mute with all information that is relevant for the performance of the Agreement. In the event the Customer does not, not timely or not in the manner desired, provide the aforementioned information, ATA Mute is entitled to suspend (further) performance of the Agreement up until the moment of provision of the necessary information to ATA Mute. Furthermore, ATA Mute shall be entitled to charge all costs related to additional work following from the (non) receipt of (other/new/extra) information.
- 4.3 The Customer shall immediately inform ATA Mute of (changes to) facts and circumstances that might be of importance in the performance of the Agreement.

5. PRICES

- 5.1 All prices and fees are exclusive of VAT, customs duties, import/export fees, insurance, taxes/levies, other applicable government charges, and packaging.

6. PAYMENT

- 6.1 Payment shall take place within 14 days following the date of ATA Mute’s invoice.
- 6.2 With regard to payment terms, time is of the essence. If payment has not been made when due, the Customer shall be in default by operation of law and shall owe statutory commercial interest (art. 6:119a DCC) on the outstanding amount from the due date. All judicial and extrajudicial costs and expenses incurred by ATA Mute with respect to the collection of overdue payments (including but not limited to reasonable attorney’s fees, expert fees, court costs and costs that cannot be liquidated through a court ruling and other expenses of litigation) shall be for the Customer’s account. The extrajudicial costs are set 15% of the main amount due, with a minimum of € 500 (excl. vat).
- 6.3 ATA Mute reserves the right to offset any amount owed to the Customer at any time against any amount owed by the Customer to ATA Mute or any of ATA Mute’s group entities under any agreement with the Customer.
- 6.4 Customer is not entitled to withhold, delay, or suspend payment, or offset any amount owed

by it to ATA Mute, except where a counterclaim is undisputed by ATA Mute or confirmed by a final court judgment.

6.5 At all times ATA Mute is entitled to demand (full or partial) advance payment or security for the payment (e.g., bank guarantee) and to suspend the performance of its obligations until the Customer has paid the advances charged or provided the requested security. In the event the Customer remains in default of such advance payment or provision of security, ATA Mute is entitled to Terminate the Agreement, in which event the Customer shall be liable for all losses and damages arising from that Termination.

6.6 ATA Mute is entitled to suspend delivery of the Products/Services in the event the Customer has not paid all due invoice amounts including default interest.

7. DELIVERY

7.1 Delivery times and dates by ATA Mute are estimates and shall not be of the essence.

7.2 If ATA Mute's performance requires acts or cooperation by the Customer, such as the provision of particular information, documents or materials, the Customer shall be responsible for carrying out such acts of cooperation in due time. In the event the Customer fails to carry out such acts of cooperation (in due time) and delay in delivery of the Products/Services results therefrom, this delay shall be at the sole risk and expense of the Customer. The delivery time shall be extended accordingly by duration of the delay.

7.3 In the event of required advance payment, delivery times shall start at the moment that required advance payment is received by ATA Mute.

7.4 Delay in delivery of any Product(s)/Services shall not relieve the Customer of its obligation to accept delivery thereof and to pay the price specified in the Agreement. The Customer may never invoke suspension of reception and/or payment.

8. SUSPENSION AND TERMINATION

8.1 ATA Mute is entitled to suspend performance of its obligations and/or to completely or partially Terminate the Agreement with immediate effect, without any obligation to pay any damages or compensation to the Customer if:

- (a) the Customer fails to fulfil any of its obligations towards ATA Mute, or if ATA Mute has sound reasons to believe that the Customer is or will be unable to fulfil any of its obligations arising from the Agreement;
- (b) if any seizure is imposed on the Customer or if the Customer becomes insolvent or is unable to pay its debts as they mature, or if the Customer is granted a suspension of payments or is declared bankrupt, or if a trustee or receiver or administrator is appointed for all or a substantial part of the assets of the Customer or if the Customer enters into a deed of arrangements or makes any assignment for the benefit of its creditors;
- (c) ATA Mute learns of circumstances that give it good reason to fear that the Customer shall not fulfil its obligations, after concluding the Agreement;
- (d) the Customer is asked to provide security for the fulfilment of its obligations under the Agreement and such security is not forthcoming or is insufficient;
- (e) a delay on the part of the Customer makes it impossible or unreasonable to expect ATA Mute to perform the Agreement under the conditions originally agreed upon.

8.2 Upon Termination all outstanding claims of ATA Mute shall become due and payable immediately.

8.3 Contrary to the provisions of article 6:271 DCC, no obligations to undo shall arise because of a dissolution of the Agreement. Dissolution shall solely release the Parties from future

obligations arising from the Agreement.

9. EXPIRY AND INDEMNIFICATION

- 9.1 Without prejudice to shorter statutory or contractual expiry terms, all rights and claims of the Customer relating to a Product or a Service, from whatever nature, lapse one year after delivery of that Product or performance of that Service.
- 9.2 The Customer indemnifies ATA Mute against all claims of third parties arising from or in connection with ATA Mute's (non)performance of the Agreement.

10. CONFIDENTIALITY

- 10.1 Customer shall not disclose any information that comes to its knowledge within the framework of the Agreement, unless one of the exceptions referred to in this article applies or unless ATA Mute has given the Customer prior written consent to disclose the information.
- 10.2 The confidentiality obligation does not apply with regard to information that:
- (a) the Customer independently possessed or developed before ATA Mute provided it;
 - (b) is publicly known at the time of disclosure or has become publicly available without violation of the confidentiality obligation;
 - (c) the Customer lawfully obtains or has lawfully obtained from a third party on a non-confidential basis, without such party being in breach of any contractual or legal obligation of confidentiality; or
 - (d) must be disclosed because of any applicable legal requirement or requested by a competent court or any competent governmental, regulatory, legal or regulatory body.
- 10.3 The Customer shall not issue press releases or make any public announcements concerning the Agreement without prior written consent of ATA Mute.
- 10.4 In the event that the Customer breaches any confidentiality obligation, the Customer is in default and incurs immediately, without any further action or formality being required, and without the breach having to be attributable to the Customer, an immediately due and payable penalty of € 25.000 for each such breach and for a periodic immediately due and payable penalty of € 1.000 for each (part of the) day such breach continues, without ATA Mute having to prove any loss or damage, and without prejudice to any contractual or legal rights of ATA Mute, including the right of ATA Mute to claim full compensation damages and/or the right of ATA Mute to claim performance of the obligation. The statutory (commercial) interest rate starts to accrue as soon as the penalty is due and payable.

11. INTELLECTUAL PROPERTY

- 11.1 The Customer shall not reverse engineer, decompile, or disassemble the Products without the prior written permission of ATA Mute.
- 11.2 All intellectual property rights, such as copyrights, design, trademark and patent rights, trade secrets and know-how vested in, related to or arising from the Products or Services, including but not limited to designs, drawings, samples, descriptions, images, software, future updates or upgrades, specifications, databases, analyses, reports and all other works, are and remain the exclusive property of ATA Mute. The Customer acknowledges that ATA Mute is the owner of the intellectual property rights, trade secrets and know-how and will not tarnish these rights in any way.
- 11.3 Unless otherwise agreed in writing, no assignment, transfer, or license, of any intellectual property right, trade secret or know-how is granted to the Customer hereunder by

implication or otherwise.

- 11.4 The Customer will not remove, or cause to be removed, any indication(s) regarding the confidential nature or intellectual property rights related to the Products or Services.
- 11.5 In the event that intellectual property rights arise, will arise, are created or will be created as a result of the sale and/or delivery of the Products and/or as a result of the Services, or otherwise in relation to the Products or Services, such intellectual property rights shall vest in ATA Mute and are hereby assigned and transferred to ATA Mute to the extent necessary, by virtue of signing and/or accepting the Agreement or Offer, and the Customer hereby accepts, and the Customer, to the extent permitted by law, waives all personality rights.
- 11.6 ATA Mute does not warrant to the Customer that no third party (intellectual property) rights are infringed by the (sale and delivery of the) Products or Services or their incorporation into the Customer's products or systems.

12. FORCE MAJEURE

- 12.1 ATA Mute shall not be liable in any way for any damage, loss, costs or expense arising out of or in connection with any delay, restriction, interference or failure in performing any obligation towards the Customer caused by any circumstance beyond ATA Mute's reasonable control, including but not limited to, laws and regulations, administrative measures, orders or decrees of any court, earthquakes, flood, fire, explosion, war, terrorism, riot, sabotage, accidents, epidemics, pandemics, strikes, lockout, slowdown, labour disturbances, difficulty in obtaining necessary labour or raw materials, lack of or failure of transportation, breakdown of plant or essential machinery, emergency repair or maintenance, breakdown or shortage of utilities, delay in delivery or defects in products supplied by suppliers or subcontractors of ATA Mute ("**Force Majeure**").
- 12.2 In the event of Force Majeure, ATA Mute is entitled to suspend fulfilment of the obligations ensuing from the Agreement, without any obligation to pay damages that may arise as a result thereof. If the event of Force Majeure exceeds a total period of 30 days, ATA Mute shall be entitled to Terminate the Agreement in whole or in part, without any obligation to pay damages that may arise as a result thereof. In the event that ATA Mute has partially fulfilled its obligations upon the occurrence of an event of Force Majeure, or if ATA Mute is only able to fulfil its obligations in part, ATA Mute will be entitled to separately invoice the part already performed or the part that can still be performed and the Customer will be obliged to pay that invoice as if it pertained to a separate agreement.

13. COMPLIANCE WITH LAWS

- 13.1 Customer represents and warrants that Customer and its affiliates, owners, officers, directors, employees, agents, subcontractors, consultants, and representatives (collectively referred to as "Representatives") will perform all of Customer's obligations under this agreement in compliance with all local, state, national, and international statutes, rulings, regulations, ordinances, and governmental directives (collectively referred to as "Laws") that apply to ATA Mute, Customer, either party's business, and the ATA Mute products and/or services to which this agreement relates. Customer further represents and warrants that neither it nor its Representatives will take any action that might cause ATA Mute to violate any Law.
- 13.2 Any breach by Customer of any of the obligations contained in this article is considered a material breach of the agreement and shall entitle ATA Mute to terminate the agreement by operation of law with immediate effect without prejudice to any further rights or remedies of ATA Mute under the agreement or applicable law.
- 13.3 Customer hereby undertakes to fully indemnify and hold ATA Mute harmless for any liability, damage, costs or expenses and for any loss that ATA Mute would suffer as a result of the (alleged) violation by Customer of the provisions of this article and the resulting termination

of the agreement.

- 13.4 To the extent personal data is processed in connection with the Agreement, the Customer and ATA Mute shall comply with EU General Data Protection Regulation and applicable data protection laws. They will identify roles (Controller/Processor) in a separate Data Processing Agreement where required. Customer shall ensure lawful basis for any personal data it provides to ATA Mute and shall not provide special category data unless expressly agreed.

14. TRADE COMPLIANCE

- 14.1 Customer will comply with all export control, economic sanctions, customs, and other trade-related laws, regulations, rules, and licenses affecting any products or services supplied by ATA Mute, including United States, European Union, United Kingdom, and local laws and regulations. Customer is responsible for compliance with all import and export control restrictions. Customer will not directly or indirectly sell, supply, export, re-export, make available, transfer, or use any ATA Mute products (1) in violation of any applicable export controls, economic sanctions or trade embargoes; (2) for restricted end uses, including activities involving nuclear, chemical, or biological weapons, safeguarded and unsafeguarded nuclear materials, missiles, space launch vehicles, unmanned aerial vehicles, maritime nuclear propulsion, military or military-intelligence end use, advanced computing, advanced-node integrated circuits, supercomputers, or semiconductor manufacturing equipment; or (3) to or for any Restricted Party (defined as any party listed in the European Union's Consolidated list of persons, groups, and entities subject to European Union financial sanctions, the United States' Consolidated Screening List, the United Kingdom's Consolidated List of Financial Sanctions Targets in the UK or any other applicable restricted party list, as well as any entity directly or indirectly owned 50% or more, or controlled by, one or more listed parties).
- 14.2 The obligations of this section are material provisions of these terms and conditions of sale. If ATA Mute has reason to believe that Customer has violated any provision of this section, ATA Mute may suspend sales and services at its sole discretion and without incurring liability. Customer agrees to cooperate fully with any investigation by ATA Mute of a suspected violation.
- 14.3 Customer will defend, indemnify, and hold harmless ATA Mute and its affiliated companies from and against any and all losses (including losses arising in connection with investigations by government authorities) that in any way result from a violation of these terms and conditions.

15. VARIA

- 15.1 ATA Mute is entitled to unilaterally amend the General Terms. With regard to existing Agreements, the amended general terms enter into force on the date mentioned by ATA Mute. ATA Mute will inform the Customer in writing of the amendments of the general terms before the entry into force date of the amended general terms.
- 15.2 ATA Mute can transfer all rights and obligations under the Agreement and the General Terms to a third party without prior (written) notice to or consent of the Customer.
- 15.3 Communication 'in writing' shall also include communication via e-mail.

16. APPLICABLE LAW AND COMPETENT COURT

- 16.1 All Enquiries, Offers, Agreements and legal relationships related thereto shall be exclusively governed by the laws of the Netherlands. The applicability of the United Nations Convention on Contracts for the International Sale of Goods dated 11 April 1980 (CISG) is excluded.
- 16.2 All disputes resulting from Enquiries, Offers, Agreements and legal relationships related thereto shall be settled exclusively by the competent district court Oost-Brabant, location

's-Hertogenbosch (the Netherlands).

Chapter II - Sales and delivery of Products

17. DELIVERY

- 17.1 Delivery of the Products within the European Union shall take place in accordance with EXW, Incoterms® 2020, while delivery of the Products outside the European Union shall take place in accordance with FCA-A, Incoterms® 2020 to the agreed destination. The risk of the Products shall transfer according to the applicable Incoterm.
- 17.2 In the event of late delivery, the Customer has to put ATA Mute in default in writing and grant ATA Mute an appropriate grace period of at least 14 working days to deliver the Products.
- 17.3 ATA Mute is entitled to deliver the Products in parts and to invoice the Products separately.

18. PRICES

- 18.1 All prices for Products are based upon the applicable Incoterms® 2020.
- 18.2 ATA Mute may adjust prices after an Agreement has been concluded in case of increase in one or more of its cost factors, such as changes in raw material costs, energy, logistics, exchange rates, or regulatory compliance costs, provided that least 30 days' notice is given to Customer.
- 18.3 If ATA Mute provides the Customer with a pricelist, then the prices of the pricelist that was most recently sent by ATA Mute to the Customer shall be valid. ATA Mute is entitled to adjust the prices included in the pricelist at any time. The 'new' prices shall be valid from the moment ATA Mute has sent the new prices to the Customer.
- 18.4 Any assembly or installation work is not included in the sales of a Product and always is at the expense of the Customer, unless expressly agreed otherwise and in writing with the Customer.
- 18.5 ATA Mute is entitled to charge the Customer separately for additional work performed by it in addition to what is set forth in the applicable Agreement.

19. PAYMENT

- 19.1 50% of the purchase price shall be invoiced upon conclusion of the Agreement and must be paid upfront and prior to the scheduling of the delivery. The other 50% of the purchase price shall be invoiced upon delivery and must be paid within 14 days from the invoice date.

20. RETENTION OF TITLE

- 20.1 The title to the Products delivered by ATA Mute and located at or under the control of the Customer, shall not pass to the Customer and full legal and beneficial ownership of the Products shall remain with ATA Mute unless and until the Customer has paid any claim from any agreement between the Customer and ATA Mute, including but not limited to the purchase price, claims ATA Mute hold on the Customer due to shortcoming in fulfilling the Agreement and claims on account of fines, interests and costs.
- 20.2 The Customer shall store the Reserved Products separately so that they can be identified. The Reserved Products are to be stored and made recognisable in a way that they can be identified towards third parties.
- 20.3 The Customer shall treat the Reserved Products with care and shall sufficiently insure the Reserved Products against fire, water damage and theft at its own expense. Upon request

the Customer shall provide ATA Mute with the insurance policy.

- 20.4 In the event the Customer wants to relocate the Reserved Products, the Customer shall inform ATA Mute in writing thereof without undue delay. The Customer may only bring the Reserved Products abroad with prior written consent of ATA Mute.
- 20.5 The Customer is only entitled to use the Reserved Products in the context of proper conduct of business.
- 20.6 If case of a situation mentioned in article 8.1, ATA Mute may also demand return and take repossession of any delivered Product(s) which have not been paid for. All costs relating to the recovery of the Products shall be for the account of the Customer.

21. PRODUCTS

- 21.1 Factors beyond ATA Mute's control but within the knowledge and control of Customer may affect the use and performance of a Product in a particular application. As a result, the Customer is responsible for evaluating the Product and determining whether it is appropriate for its or its customers application or design, including conducting a workplace hazard assessment and studying all applicable regulations and standards (e.g., OSHA, ANSI, etc.).
- 21.2 Products are intended to serve as components in Customer's industrial products or systems and are not intended for direct re-sale to consumers. Accordingly, the Customer shall not re-sell Products separately from its own products or systems directly to consumers or to any third parties.
- 21.3 ATA Mute is not obliged to continue to make all or part of its product range available. ATA Mute can adjust its product range and make changes to (specifications of) Products, without any liability towards the Customer.
- 21.4 All Products are custom-made, modified or selected according to Customer's needs on the basis of the specifications that are agreed to. The Products are intended to be incorporated by the Customer into its end products. ATA Mute's obligation of conformity is limited to compliance with the specifications at the time of delivery. The Customer is responsible for the selection of the Products for their suitability and compatibility for use in or with the end products.
- 21.5 The Customer is responsible for the correct insertion, installation, integration, assembly, use and maintenance of the Products in or with the end products. The Customer shall strictly follow all instructions, manuals, drawings, warnings and recommendations provided by ATA Mute in relation to the Products.
- 21.6 In the event of an alleged defect in the Products, the Customer shall bear the burden of proof that (i) the Products have been used, handled, stored, inserted, installed, integrated, assembled and maintained strictly in accordance with the specifications and ATA Mute's instructions, and (ii) the alleged defect does not result from the design, manufacture, use or malfunctioning of the end products or from any other act or omission of the Customer or third parties.
- 21.7 If the Customer fails to demonstrate compliance with article 21.5 and 21.6 of the General Terms, ATA Mute shall not be liable for the alleged defect and any warranty and/or liability of ATA Mute in respect of the Products is excluded to the maximum extent permitted by applicable law.

22. INSPECTION AND COMPLAINTS

- 22.1 Upon delivery of the Products the Customer shall immediately check each Product for quantity, external defects, dimensions, and other defects which can be discovered without a thorough examination thereof. The Customer shall complain about such defects in writing

to ATA Mute, giving precise notice of the defect(s), within 5 days after delivery of the Products. This obligation to complain and time limit for lodging a complaint applies to all defects the Customer discovered or should have discovered, if the Customer had carried out an adequate visual inspection of each Product upon delivery.

- 22.2 The right of the Customer to claim that the Product(s) delivered by ATA Mute are not in conformity with the Agreement and the right to enforce any resulting claim or defence, lapses with respect to defects which were not visible at the time of inspection upon delivery (as mentioned in article 22.1 of the General Terms), if the Customer does not notify ATA Mute in writing of this defect, specifying the nature of the defect, within 5 days after the Customer discovered or should have discovered the defect.
- 22.3 As a part of the Customer's duty to inspect the Products, the Customer must in any case extensively and thoroughly inspect the Products before (re)selling or processing them in order to ensure the conformity of the Products. Upon discovery of any defect, the Customer may not further (re)sell or process the defective Products. If any defects are nevertheless discovered during processing, the work, if necessary to prevent (further) damages, must be stopped immediately and the unprocessed and unopened original packaging secured. A complaint about a defect that is only discovered at or after (re)selling or processing can only lead to a claim against ATA Mute if the Customer proves that it was impossible to discover the defect prior to or at the time of (re)selling or processing.
- 22.4 With respect to Products of which the Customer has complained, ATA Mute is entitled to require the Customer to return to ATA Mute the Products or a representative part thereof (to be determined by ATA Mute), in order for ATA Mute to be able to verify the accuracy of the complaint expressed. ATA Mute may also choose to investigate the complaint at the place where the Customer has stored and/or processed the relevant Products. The Customer must provide its reasonable cooperation to such investigation. Returns shall solely be accepted by ATA Mute if they are made at its request or after it has given its prior written consent. The costs of return and storage - if the return is due to a complaint - will be advanced by the Customer. ATA Mute will refund these costs to the Customer if it is established that there has been an attributable failure on the part of ATA Mute.
- 22.5 In the absence of a timely complaint as referred to in the preceding articles, the Customer loses any right to invoke any defect and any resulting claim, including warranty claims.
- 22.6 If ATA Mute handles an unjustifiably lodged complaint by the Customer, all the efforts of ATA Mute should be regarded as goodwill, without being liable in any way.
- 22.7 If the Customer unjustifiably lodged any complaint about the Product(s) and ATA Mute has carried out activities or delivered Products in this context, ATA Mute shall have the right to charge the Customer for these activities or delivered Products on the basis of the normal rate.
- 22.8 Slight deviations in quality, colour, size, weight, finish, design, and the like considered acceptable in the trade or technically unavoidable shall not form a basis for complaints.
- 22.9 If the specification mentions a noise reduction percentage or number, this is an indication and not a hard figure. Minor deviations are not a non-conformity.
- 22.10 Any defects concerning a part of the delivered Products shall only entitle the Customer to reject or refuse the defective Products.
- 22.11 Any (complaints about) defects and damage(s) regarding the delivered Products shall not affect the obligation of payment of the Customer. Therefore, the Customer may not invoke suspension of its obligation of payment in case of a(n) (alleged) defect. Nor is the Customer

entitled to set-off.

- 22.12 Upon discovery of a defect in a Product, the Customer shall do everything possible to prevent or limit (further) damage, including immediate discontinuation of use, processing and/or trading.

23. REMEDIES

- 23.1 In the event of a (warranty) defect or default of ATA Mute, ATA Mute has the right to, at its own expense and at its option:

- (a) deliver the missing;
- (b) repair the defective Product(s);
- (c) replace the defective Product(s) with the same non-faulty Product, or at ATA Mute's discretion, a Product that is deemed equivalent by ATA Mute to the defective Product(s); or
- (d) payment of an amount equal to the net invoice value paid by the Customer to ATA Mute for the Product(s) in question by issuing a credit note, including the Products to be returned to ATA Mute at its own request and at ATA Mute's expense.

- 23.2 If ATA Mute opts for a replacement, then as a part of this replacement, the Customer shall offer the Products to be replaced, if necessary after disassembly, free of charge to ATA Mute at a place to be determined by ATA Mute. All costs beyond the mere obligation to provide a replacement Product itself, including but not limited to transport, travel and accommodation costs as well as costs of disassembly and assembly/installation, shall be borne by the Customer. Insofar as the aforementioned costs are charged by third parties to ATA Mute and/or incurred by ATA Mute, such as costs shall be passed on to and charged to the Customer.

- 23.3 The remedies included in article 23.1 of the General Terms are the only remedies the Customer can invoke in the event of a defect/default of ATA Mute. ATA Mute is not obliged to pay any (other) compensation (of loss or damages) to the Customer.

- 23.4 Any right to invoke the remedies included in this article shall lapse if the Products have been transported, handled, used, processed and/or stored improperly or contrary to the instructions issued by or on behalf of ATA Mute or if the usual measures/regulations have not been observed, as well as if the Customer fails to perform any of its obligations under the Agreement in a prompt or proper manner.

- 23.5 The burden of proof of a justified claim under this article lies with the Customer. In this context, the Customer must also prove that the defect already existed at the time of delivery of the Product(s).

24. LIABILITY

- 24.1 In case of a defect to the Product(s), ATA Mute's liability shall be limited to the obligation to provide a remedy as specified in article 23.1 of the General Terms.

- 24.2 The liability of ATA Mute is limited to compensation of direct damages. Direct damages consist solely of damages to the Product. Any other liability of ATA Mute for all damages and costs, including all forms of consequential damages (such as indirect damages, loss of profit, lost savings, reduced goodwill, damage due to business stagnation, personal injury, immaterial damages, loss of reputation, environmental damages, damages as a result of claims from customers of the Customer, loss of date and damages to other products) is excluded.

- 24.3 If ATA Mute shall be liable, despite the limitations included in article 24.1 and 24.2 of the General Terms, its liability shall at all times be limited to the amount to be disbursed by

the insurance company in the underlying case.

- 24.4 If article 24.3 of the General Terms cannot be invoked, ATA Mute's liability shall be limited per occurrence (whereby an interrelated series of events counts as a single occurrence) to the sales value of the Product(s) which have/has caused the liability and in any case with a maximum of € 10.000.
- 24.5 ATA Mute shall not be liable for damages suffered, and any claim of the Customer in respect to any alleged shortcoming on the part of ATA Mute lapses, in the event:
- (a) modifications, changes or reparation of the Products are undertaken by another party than ATA Mute or by another party than the party designated by ATA Mute;
 - (b) the Products are stored, applied, installed, used and/or maintained contrary to instructions (both verbal or in writing) issued by or in the name of ATA Mute. The instructions issued differ per Product;
 - (c) the Products are stored, applied, installed, used and/or maintained in an otherwise improper or negligent manner;
 - (d) the Products are being used or applied or have been used or applied for different purposes than the designated purpose;
 - (e) the Products are being or have been used in a way ATA Mute could not reasonably expect, and this usage has had influence on the occurrence of the damages.

Chapter III "Provision of Services"

25. OFFERS, CONCLUSION AND EXECUTION OF THE AGREEMENT

- 25.1 In the event the Offer contains a quotation for the provision of Services, this quotation shall solely apply to the Services included in that Offer. In the event the Customer wishes additional services, this shall be considered as additional work, which shall be invoiced separately. In the event of additional work, ATA Mute shall inform the Customer thereof and - if required - provide the Customer with a guide price.
- 25.2 An Agreement is concluded between ATA Mute and the Customer after ATA Mute has accepted the Order in writing, or after ATA Mute has started the execution of the Agreement.
- 25.3 The articles 7:404, 7:407 (2) and 7:408 (1) DCC are explicitly excluded.
- 25.4 When performing the Services ATA Mute shall exercise the care of a good contractor. ATA Mute has a commercially best-efforts obligation to provide the Services, not an obligation of result.
- 25.5 ATA Mute determines the way in which the Services shall be performed, but will take into account the preconditions of the Customer in so far as possible. ATA Mute is entitled to engage third parties in the execution of the Agreement.
- 25.6 Time schedules for the performance of the Services included in the Offer and/or Agreement are estimates and shall not be of the essence.
- 25.7 In the event the Parties agreed that the Services are to be performed in phases, ATA Mute shall be entitled to suspend the performance of the Services belonging to the next phase up until the Customer has approved the work of the former phase and has paid all claims in respect thereof.

25.8 The performance of the Services and thus the Agreement shall solely take place on behalf of the Customer. No other party can derive rights from or base a claim on the performance of the Services.

25.9 Advice, opinions, expectations, forecasts and recommendations issued by ATA Mute as a part of the performance of the Services cannot be construed as a warranty.

26. OBLIGATIONS OF THE CUSTOMER

26.1 Without prejudice to ATA Mute's obligations and responsibilities in the performance of the Services and thus the Agreement, the Customer is and remains responsible and liable for all decisions taken by the Customer to the extent to which the Customer wishes to rely on the advice, recommendations or other outcomes of the Services provided by ATA Mute, as well as the use and the implementation thereof.

26.2 If the Service of ATA Mute (also) entails providing advice to the Customer about e.g. the implementation of the products delivered and/or developed by ATA Mute, this advice shall always be considered general, non-binding and non-obligatory.

26.3 The Customer shall provide ATA Mute with office and laboratory space and other facilities that ATA Mute deems necessary for the performance of the Services. The Customer is also responsible for adequate back-up, security and virus control procedures. The Customer shall also, if deemed necessary by ATA Mute, deploy specific personnel to enable ATA Mute to perform the Services. Costs arising from the non-availability or late availability of such personnel shall be for the account of the Customer.

26.4 The Customer shall furnish and maintain the locations, equipment and facilities in which or with which persons deployed by ATA Mute shall perform the Services. Furthermore, the Customer shall take all measures and provide such instructions to the aforementioned persons to prevent these persons from suffering from loss or damages in the performance of the Services. If the locations, equipment and/or facilities cause damages to the persons deployed by ATA Mute, the Customer shall be liable therefor and the Customer shall indemnify ATA Mute against all claims in this respect.

27. PRICES

27.1 The fee due for the Services performed by ATA Mute is included in the Agreement. All fees and rates are in euros and excluding all other expenses such as travel, accommodation, communication and other costs.

27.2 ATA Mute is entitled to change the agreed fee in the event of a change in the labour costs and/or other expenses.

27.3 If ATA Mute, upon request or with prior consent of the Customer, performs Services that fall outside the scope of the agreed Services, the Customer shall pay ATA Mute for the performance of these Services in accordance with ATA Mutes usual (hourly) rates.

27.4 At least 30 days prior to the change of the (hourly) rates, ATA Mute shall inform the Customer thereof in writing.

27.5 ATA Mute is entitled to charge any payments due by the Customer in monthly arrears.

28. COMPLAINTS AND REMEDIES

28.1 After completion of the Services, the Customer shall test and inspect the Services delivered. The Services shall be deemed to have been executed correctly and completely and accepted by the Customer, if the Customer has not complained about the Services in writing to ATA Mute (stating reasons), within 15 days of completion.

28.2 In the absence of a timely complaint as referred to in the preceding article, the Customer

loses any right to invoke any defect and any resulting claim.

- 28.3 If the Customer unjustifiably lodged any complaint about the Service(s) and ATA Mute has carried out activities in this context, ATA Mute shall have the right to charge the Customer for these activities on the basis of the normal rate.
- 28.4 Any (complaints about) defects and damage(s) regarding the performed Services shall not affect the obligation of payment of the Customer. Therefore, the Customer may not invoke suspension of its obligation of payment in case of a(n) (alleged) defect. Nor is the Customer entitled to set-off.
- 28.5 In the event of a defect or default of ATA Mute, ATA Mute has the right to, at its own expense and at its option:
- (a) rectification of the Services;
 - (b) reperformance of the Services;
 - (c) price reduction in proportion to the degree of deviation from what was agreed.
- 28.6 The remedies included in article 28.5 of the General Terms are the only remedies the Customer can invoke in the event of a defect/default of ATA Mute. ATA Mute is not obliged to pay any (other) compensation (of loss or damages) to the Customer.

29. LIABILITY

- 29.1 ATA Mute shall not be liable for damages of any kind arising from incorrect, incomplete or unreliable information provided by or on behalf of the Customer to ATA Mute.
- 29.2 All advice given by ATA Mute, whether or not as a part of the Services performed, is non-binding and non-obligatory. The choice of the Customer whether or not to implement the advice given is considered to be a conscious choice of the Customer at one's own risk and expense. ATA Mute shall not be liable for damages suffered by the Customer in this context.
- 29.3 In case of a defect to the Service(s), ATA Mutes liability shall be limited to the obligation to provide a remedy as specified in article 28.5 of the General Terms.
- 29.4 ATA Mute shall not be liable for damages of any kind arising from third parties engaged in the performance of the Services upon request of the Customer.
- 29.5 In any event, ATA Mute's liability (on whatever ground) shall always be limited to compensation of direct damages. Direct damages consist solely of the (costs of) the (re)performance of the Services or rectification of the Services performed. Any liability of ATA Mute for all other damages and costs, including all forms of consequential damages (such as indirect damages, loss of profit, lost savings, reduced goodwill, damage due to business stagnation, personal injury, immaterial damage, loss of reputation, environmental damages, damage as a result of claims from customers of the Customer, damages as a consequence of or relating to the implementation and/or use of the Services) is excluded.
- 29.6 If ATA Mute shall be liable, despite the limitations included in the aforementioned paragraphs of this article, its liability shall at all times be limited to the amount to be disbursed by the insurance company in the underlying case.
- 29.7 If ATA Mute cannot invoke the limitation of liability included in article 29.6 of the General Terms, ATA Mutes liability shall be limited to the invoice value of the Services performed from which the liability arises or to which the liability relates (excluding VAT), determined on the basis of the Agreement, per event, whereby a series of interrelated events counts as one event. If the Services to be performed are divided into multiple shares, the liability of ATA Mute shall be limited to the invoice value of that share from which the liability arises or to which the liability relates (excluding VAT), determined on the basis of the Agreement,

per event, whereby a series of interrelated events counts as one event.

29.8 In any case the liability of ATA Mute shall be limited to a maximum of € 10.000.

29.9 The limitations of liability as mentioned in this article do not apply in the event the damages are caused by intent and/or gross negligence on the part of ATA Mute.

30. CONTRACT DURATION AND TERMINATION

30.1 The Agreement ends by operation of law after the expiry of the agreed term or after the Services have been performed, unless the Agreement is Terminated early.

30.2 Both Parties are entitled to Terminate the Agreement insofar as it relates to Services, taking into account a notice period of at least 3 months.

30.3 If the Customer Terminates the Agreement early, the Customer shall be liable for the ensuing losses and damages suffered by ATA Mute. This includes in any case all costs in connection with the Agreement and the (future) Services, investments made and loss resulting from lower capacity utilization, and all other costs ATA Mute incurred because of the early Termination of the Agreement. This obligation to compensate cannot be invoked by ATA Mute if the Customer has rightfully Terminated the Agreement early, because of an attributable failure to perform of ATA Mute.

30.4 ATA Mute shall never be liable for compensation (of loss or damages) incurred by the Customer in the event ATA Mute Terminates the Agreement (early).

30.5 After Termination of the Agreement, both Parties shall promptly return all goods and documents belonging to the other Party.