

General Terms and Conditions of Periodic Today, established at Mandarijnstraat 7, 6543ZC, in Nijmegen, the Netherlands, registered with the Dutch Chamber of Commerce under number 90684001.

For the purpose of these terms and conditions,

- *“Periodic Today”*, registered with the Dutch Chamber of Commerce under number 90684001.
- *“Client”* refers to the organization placing an Order directly at Periodic Today.
- *“Order”* refers to any purchase order entered into between Periodic Today and the Client.
- *“Products”* refers to the items, products or services provided by Periodic Today.

## 1. Scope

These terms and conditions apply to all offers, Orders, and agreements for the sale and delivery of Products from Periodic Today.

These General Terms and Conditions are also applicable to contracts with Periodic Today for the implementation of which third parties must be involved.

The applicability of any of the Client’s purchasing conditions or other general terms and conditions is expressly excluded.

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. In this event, Periodic Today and the Client will consult with each other to agree new provisions to replace the void or voided ones.

Departures from the Contract and the General Terms and Conditions are only valid if they are explicitly agreed with Periodic Today in writing.

If Periodic Today not always require the strict compliance of these General terms and Conditions, this will not mean that the provisions of the General terms and Conditions will not apply, or that Periodic Today to any degree would lose the right in other cases to demand the strict compliance of these General terms and Conditions.

In case of a definitive agreement signed between the parties for the sale or supply of goods or services, such Agreement shall be deemed to incorporate the Periodic Today Terms & Conditions appended herewith. To the extent there is any conflict or inconsistency between the two, the Agreement shall take priority.

## 2. Offers and/or Quotations

All quotations are non-binding and subject to change unless specifically stated otherwise.

Periodic Today reserves the right to alter prices in response to market conditions and supply chain changes. "Price continuation after expiration of quotation is subject to goodwill."

Offers and/or quotations should preferably be made in writing and/or in electronic form, unless pressing circumstances make this impossible.

Periodic Today cannot be held to its offer and/or quotations if the Client, in accordance with the requirements of reasonableness and fairness and generally accepted standards, should have understood that the offer and/or quotation or an element thereof contains a manifest fault or clerical error.

If the acceptance departs from the offer and/or quotation included in the offer and/or quotation, whether on points of minor importance, then Periodic Today is not bound by this acceptance. The Contract then does not come into being in accordance with this differing acceptance, unless Periodic Today indicate otherwise.

A composite offer and/or quotation does not oblige Periodic Today to perform an element of the Assignment for a corresponding part of the stated price.

Offers and/or quotations do not automatically apply to future orders or reorders.

### **3. Formation of the Contract**

A contract is formed once the Client places an Order, and Periodic Today confirms acceptance in writing or electronically, such as through email.

### **4. Duration of the Contract**

The contract duration is defined as the period starting from the date of Order acceptance by Periodic Today and ending upon full delivery and payment for Products.

### **5. Ending of the Contract**

Periodic Today and the Client can terminate the Contract at any time by mutual consent.

Both the Client and Periodic Today are entitled to terminate the Contract at any time, with the observance of a period of notice of one month.

In the event that one of the parties becomes bankrupt, is placed under conservatorship or ceases the business, the other party has the right to end the Contract prematurely without the observance of a notice period.

## **6. Amendments to the Contract**

Any amendments or alterations to the contract must be mutually agreed upon in writing by Periodic Today and the Client.

If, during the implementation of the Contract, it becomes apparent that it is necessary to amend or supplement the Contract to ensure its proper implementation, then Periodic Today will inform the Client of this as soon as possible. The parties will then amend the Contract in a timely manner and in mutual consultation.

If the parties agree that the Contract will be amended or supplemented, this can influence the time of the completion of the implementation. Periodic Today will inform the Client of this as soon as possible.

If the amendment or supplementation of the Contract will have financial, quantitative and/or qualitative consequences, then Periodic Today will inform the Client of this in advance.

If a fixed Honorarium and/or fee is agreed, then Periodic Today will indicate the extent to which the amendment or supplementation of the Contract will influence the price. In this event Periodic Today will attempt, as far as possible, to issue a quotation in advance.

Periodic Today may not make any additional charges if the amendment or supplementation is a consequence of circumstances that can be attributed to Periodic Today.

## **7. Implementation of the Contract**

Periodic Today agrees to deliver the Products or services according to the contract terms and the agreed-upon timeline. The Client agrees to provide the necessary information or access required for performance.

Periodic Today will implement the Contract to the best of its knowledge and ability, and in accordance with the requirements of good workmanship.

Periodic Today is entitled to arrange for certain work to be carried out by third parties. The applicability of articles 7:404, 7:407, paragraph 2 and article 7:409 of the Dutch Civil Code is explicitly excluded.

Periodic Today is entitled to implement the Contract in phases. If the Contract is implemented in phases, Periodic Today is entitled to invoice and require payment for each implemented element separately. If and for as long as this invoice is not paid by the Client, Periodic Today is not obliged to implement the following phase and is entitled to suspend the contract.

If the Contract is implemented in phases, Periodic Today is entitled to suspend the implementation of those elements that belong to the following phase or phases until the Client has approved in writing the results of the preceding phase.

If the above-mentioned information and instructions are not issued, or not issued in a timely manner, then Periodic Today is entitled to suspend the implementation of the Contract. The additional expenses that are incurred through the delay will be borne by the Client.

## **8. Prices**

All prices are expressed in euros, excluding VAT, import and export duties, excise duties and other taxes or government levies, unless indicated otherwise.

The prices are exclusive of travel, accommodation, packaging, delivery, transportation costs and administration costs, unless indicated otherwise.

If there isn't a Honorarium and/or fee expressly agreed, the Honorarium and/or fee will be determined by the actual amount of hours and the usual hourly fee of Periodic Today.

Periodic Today 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.

## **9. Transport and Order Costs**

The costs of transportation are borne by the Client unless explicitly agreed otherwise. Delivery times are estimates and subject to changes due to unforeseen circumstances.

## **10. Cancellation**

The Client may cancel Orders prior to confirmation by Periodic Today. For confirmed Orders, cancellation terms vary based on the stage of production or delivery.

- Cancelling before Periodic Today confirm the Order, the Client has no obligation for the payment.
- Cancelling after Periodic Today confirm the Order, Periodic Today holds the right to invoice the full Order amount, regardless if the cancelled order is fulfilled.

## **11. Return Products**

Return of Products is only possible within 30 days after delivery; if the product is defective or not as described. Clients must provide a detailed description of the defect/complaint, and if confirmed, a replacement will be shipped with a return label provided by Periodic Today.

Products damaged due to misuse by the Client will be repaired at the Client's expense. The standard warranty period for Products is 30 days, and no refunds are issued for customized products.

The following items are not eligible for cancellation and return:

- special offers;
- Products specifically purchased for the Client.
- Products specifically made for the Client.
- uncommon Products;
- sales and overstock.

## **12. Amendment of Prices**

Periodic Today reserves the right to amend prices before confirmation of an Order due to changing market conditions or errors in pricing.

If Periodic Today agrees a fixed price when the Order is entered, then Periodic Today is entitled to increase this price, also when the price is not originally specified provisionally.

If Periodic Today has the intention of amending the Honorarium and/or fee, it will inform the Client of this as soon as possible.

If the increase of the Honorarium or fee takes place within three months of the Contract being entered into, the Client can terminate the Contract by means of a written statement, unless:

- the increase arises from a right of Periodic Today or an obligation resting upon Periodic Today in accordance with the law;
- the increase is due to a rise in the price of raw materials, wages etc. or on other grounds that could not reasonably have been foreseen when the Contract was entered into;
- Periodic Today is still prepared to implement the Contract on the basis of that which was originally agreed;
- it is stipulated that the implementation will be carried out more than three months after the Contract was entered into.

The Client is entitled to terminate the Contract if the Honorarium or the fee are increased more than three months after the Contract was entered into, unless it is stipulated in the Contract that the implementation will be carried out more than three months after the Contract was entered into.

Periodic Today will inform the Client in the event of the intention to increase the Honorarium or the fee, stating the extent of the increase and the date upon which it will take effect.

### **13. Delivery and Transport**

Periodic Today will arrange for delivery to the Client's specified address. Delivery times may vary depending on the nature of the Products and destination.

Periodic Today's default shipper is FEDEX (standard service). Periodic Today can ship via another carrier of Clients choice. The Client needs to supply their account. If the Client does not have a courier account, Periodic Today will determine the cost and include it in the invoice to the Client.

Periodic Today's shipping terms are EXW. If a Product is back Ordered or has an extended lead time, Periodic Today will inform the Client of this before proceeding with the Order.

### **14. Delivery Periods**

The delivery will take place within a period stated by Periodic Today at time of order acceptance

Delivery dates are estimates and subject to change. Delays caused by factors beyond Periodic Today's control will not constitute grounds for cancellation or compensation.

Delivery is considered fulfilled at day of shipment dispatch from Periodic Today premises.

### **15. Transfer of Risk**

The risk of loss or damage to the Products passes from Periodic Today to the Client upon the time that these Products are made available to the transport company.

### **16. Payment**

Payment will take place by means of transfer to a bank account specified by Periodic Today, unless agreed otherwise.

Payment can be made both in advance and afterwards.

Payment afterwards can only be made if Periodic Today has established that the Client is credit worthy, unless the Client Ordered a custom-made Product. If the Client Ordered a custom-made Product the payment must be made in advance.

Payment afterwards must be made within 30 days of the invoice date, in a manner to be specified by Periodic Today and in the currency Euro.

Penalty interest due for late payments are calculated on a daily basis.

Periodic Today and the Client may agree that payment be made in instalments in proportion with the progress of the work. If payment in instalments is agreed, the Client must make payment in accordance with the periods and percentages as established in the Order.

The Client is not authorized to deduct any amount from the payable amount by reason of a counterclaim made by the Client.

Objections to the level of the invoice do not have the effect of suspending the payment obligations.

After the expiry of a period of 30 days after the invoice date, the Client will be, without a notice of default, by operation of law in default. The Client has to bear from the moment of default on the immediately claimable amount an interest at the rate of 12% per annum in accordance with Directive 2011/7/EU, and a flat rate compensation fee of EUR 40 for each invoice paid late, unless the statutory interest rate is higher.

In the event of bankruptcy, suspension of payment or placement under conservatorship, the amounts owed to Periodic Today and the obligations of the Client towards Periodic Today are immediately claimable.

## **17. Implementation periods**

The work will be carried out within a period stated by Periodic Today.

If a period is agreed or stated for the performance of particular work, then this period is only indicative and is not to be regarded as a strict deadline.

If Periodic Today needs information or instructions from the Client that are necessary for the implementation of the Contract, then the implementation period will commence after the Client has provided these to Periodic Today.

If an implementation period is exceeded, the Client must issue Periodic Today with a written notice of default, whereby Periodic Today will be offered a reasonable period to nonetheless implement the Contract.

A notice of default is not necessary if the implementation has become permanently impossible, or it otherwise becomes apparent that Periodic Today will not meet its obligations arising from the Contract. If Periodic Today does not commence implementation within this period, then the Client is entitled to terminate the Contract without judicial intervention and/or seeking compensation.

## **18. Collection Costs**

In the event of overdue payments, the Client is responsible for all collection costs, including attorney and legal fees.

If the Client is in default or in breach of the Order 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.

With regard to the extrajudicial (collection) charges, Periodic Today – in departure from article 6:96 paragraph 5 of the Dutch Civil Code and the Payment of Extrajudicial Collection Charges Decree – to a payment of 15% of the total outstanding principal sum, with a minimum of €90 for every invoice that is wholly or partly unpaid.

Any reasonable legal costs and execution costs incurred are also payable by the Client.

## **19. Retention of Title**

Ownership of the Products remains with Periodic Today until full payment has been made by the Client.

For as long as the ownership of the supplied items has not been transferred to the Client, the Client may not sell on, pledge or in any other way encumber that which falls under the retention of title, except within the normal conduct of its business.

## **20. Suspension**

Periodic Today reserves the right to suspend performance of its obligations in case of non- payment or breach of contract by the Client. If the Client does not fulfil an obligation arising from the Order, or does not meet it fully or in a timely manner, then Periodic Today is entitled to suspend the corresponding obligation. In the event of partial or inadequate fulfilment, suspension is only permitted in so far as this is justified by the shortcoming.

## **21. Termination**

If the Client does not fulfil an obligation arising from the Order, or does not meet it fully, in a timely manner or properly, then Periodic Today is entitled to terminate the Order with immediate effect, unless the shortcoming, in view of its limited significance, does not justify the termination.

Moreover, Periodic Today is entitled to terminate the Order with immediate effect if:

- after the Order is entered into, Periodic Today becomes aware of circumstances that give Product grounds to fear that the Client will not fulfil its obligations;
- the Client is requested, on entering into the Order, to provide security for the fulfilment of its obligations arising from the Order, and this security is not provided or is insufficient;



- due to a delay on the part of the Client, Periodic Today can no longer be required to fulfil the Order under the originally agreed conditions;
- circumstances arise of such a nature that fulfilment of the Order is impossible, or that the unamended maintenance of the Order cannot be reasonably required of Periodic Today;
- 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.

Termination will take place by means of a written declaration, without judicial intervention. If the Order is terminated, the Client's debts to Periodic Today become immediately due and payable.

If Periodic Today terminates the Order on the above-mentioned grounds, Periodic Today 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 Periodic Today.

## **22. Force Majeure**

Neither party shall be liable for delays or failure to perform due to causes beyond their control, including natural disasters, strikes, or government actions.

Breaches may not be attributed to Periodic Today or the Client if they are not their fault, or if they are not accountable by law, juristic act, or according to the generally accepted standards. In this case the parties are also not bound to fulfil the obligations arising from the Order.

In these General Terms and Conditions, the term "force majeure" is defined as – in addition to what is understood in law and jurisprudence in this regard – all external causes, foreseen or unforeseen, upon which Periodic Today can exercise no influence and through which Periodic Today is not able to fulfil its obligations.

Circumstances regarded as resulting in force majeure include strikes, lockouts, fire, water damage, natural disasters or other external contingencies, mobilization, war, traffic congestion, blockades, import or export restrictions or other government measures, stagnation or delay in the supply of raw materials or machinery components and lack of labor forces, as well as any circumstances through which normal business operations are impeded, as a result of which the fulfilment of the Order by Periodic Today cannot be reasonably sought by the Client.

Periodic Today is also entitled to invoke force majeure if the circumstance that hinders (further) fulfilment of the Order occurs after Periodic Today should have fulfilled its obligations.

### **23. Guarantees**

Periodic Today guarantees that all products meet the agreed-upon specifications and are fit for normal use. This guarantee is valid for six months unless otherwise specified. It does not apply to natural wear, misuse, alterations made by the Client, or use beyond the products intended purpose. After the guarantee period, all repairs or replacements will be at the Client's expense.

Products from Periodic Today have tolerances depending on the material. No rights can be derived from any deviation, inhomogeneity, or contamination of the embedded materials, regardless of stated purity or certification.

The Products are not intended and should not be used for medical purposes.

The guarantee stated in these General Terms and Conditions applies to usage within and outside Europe.

The guarantee is valid for a period of six months from the moment of the delivery, unless the nature of the Product states otherwise of the parties agreed otherwise. After the period of the guaranteed expiry all costs for repair or replacement, including administration, shipping and travel costs, will be charge to the Client.

Periodic Today provides only guarantee concerning materials, constructions, measurements and dimensions. The guarantee does only apply to normal use of the Products in accordance with the applicable regulations for these Products.

The Client is responsible for the establishment that the delivered Products are complied with the instruments, devices, tools, machines, materials, experiments applications, etc., used by the Client.

Periodic Today does not provide guarantee regarding findings set incorrectly by the Client. No guarantee will be provided concerning natural products, to the extent that the Products are inherent to the product.

Without prejudice to the provisions of this article, there can be no guarantee in the following cases:

- if the wear is considered normal;
- if there are changes made in or to the product;
- if damage is caused by gross negligence, intentional or negligent maintenance;
- if defects are the result of not corresponding or improper use;
- if the original invoice cannot be produced, changed or made illegible.

If the delivered Product has been produced by a third party, the third party will provide the guarantee, unless indicated otherwise.

If the delivered Product does not conform with the Order, Periodic Today will, after notification of this, provide a replacement or carry out a repair at no charge.

## **24. Examination and Claims**

The Client is obligated to examine Products upon delivery and notify Periodic Today of any claims or defects within 30 days.

Visible defects and shortcomings have to be reported within 7 working days after the performance of the Service in writing to Periodic Today.

Non-visible defects and shortcomings have to be reported within 7 working days after its discovery to Periodic Today.

The right to (partial) restitution of the price, repair or replacement or compensation lapses, if the defects will not be reported within the prescribed period, unless the nature of the Service states otherwise or from circumstances of the case a broader period arises.

The payment obligation will not be suspended if the Client reports the defect to Periodic Today within the prescribed period.

## **25. Liability**

Periodic Today's liability for damages is limited to the amount of the invoice value. Periodic Today is not responsible for indirect or consequential damages.

Periodic Today is not liable for any direct or indirect damage of Client's equipment directly or indirectly resulting from the use of the Products. Nor can Periodic Today be held responsible for correctness of calibration and resulting measurements after use of the Products for calibration or otherwise.

Periodic Today is not liable for damage, of whatever nature, resulting from Periodic Today basing its actions upon inaccurate and/or incomplete information provided by the Client, unless this inaccuracy or incompleteness ought to have been known to Periodic Today.

Periodic Today is not liable for damage, of whatever nature, resulting from the results and measurements supplied with the Products.

The Client is at any time responsible for determining that the acquired Products from Periodic Today are compatible with the instruments, devices, tools, machines, materials, experiments, applications,

etc., used by the Client. Periodic Today is not liable for damage, of whatever nature, that arose by an incorrect fixing.

If Periodic Today is liable for any damage, then the liability of the Client is limited to an amount twice to the amount stated in the invoice, or to the amount to which the insurance taken out by Periodic Today gives entitlement, with the deduction of the policy excess borne by Periodic Today under the terms of the insurance.

The Client must report the damage for which Periodic Today can be held liable to Periodic Today as soon as possible, but in any event within 10 days of the damage having arisen, on penalty of the forfeiture of any right to compensation for this damage.

Any liability claim against Periodic Today lapses within one year of the Client having become aware, or possibly reasonably having become aware, of the harmful event.

## **26. Limitation Period**

Any claims related to the contract must be brought within one year from the date of delivery.

## **27. Indemnity**

The Client agrees to indemnify and hold harmless Periodic Today from any claims, liabilities, or damages resulting from the Client's use, misuse, or resale of Products. This includes any third-party claims arising from improper usage or violation of instructions related to the products. The Client is responsible for any legal fees incurred as a result of indemnity claims.

If Periodic Today may be sued for this reason, then the Client is bound to provide Periodic Today with both judicial and extrajudicial support. Furthermore, all costs and damage on the part of Periodic Today and third parties will be at the expense and risk of the Client.

## **28. Intellectual Property**

All intellectual property rights related to the Products remain the property of Periodic Today or its licensors.

Periodic Today reserves the right to utilize the knowledge acquired for the performance of the work and general information for other purposes and other work, in so far as no confidential information is hereby communicated to third parties.

## **29. Confidentiality**

Both parties agree to keep confidential any information shared in connection with the contract unless required by law to disclose it. This duty of confidentiality also includes all details of employees, clients, commissioning bodies and other business contacts which are learned of by reason of the project.

### **30. Privacy and Cookies**

Periodic Today collects personal data only for the purpose of fulfilling orders, improving services, and conducting customer satisfaction surveys. Client data will not be shared or sold to third parties without explicit consent.

Periodic Today acts in accordance with the GDPR which is effective from May 25, 2018. Periodic Today will keep a register of processing activities on the basis of the GDPR.

By using the website, the Client consents to the use of cookies for analytical and functional purposes.

The Client can request to have their data removed from the system at any time.

Periodic Today will store the details and information that the Client provides to Periodic Today carefully and confidentially.

When visiting our website Periodic Today can collect the information on the use of the website of the Client through cookies. The information that Periodic Today collects through cookies can be used for functional and analytical purposes.

Periodic Today may only use the personal details of the Client within the framework of the implementation of its obligation to supply, or of dealing with a complaint.

Periodic Today is not permitted to lend out, hire out or sell the personal details of the Client, or to publicize them in any other manner.

If Periodic Today is obliged to provide confidential information to third parties by virtue of a legal provision or court decision, and Periodic Today cannot claim a legal right of immunity, or such a right recognized or permitted by the competent court in this respect, then Periodic Today is not liable to pay compensation or grant indemnification.

The Client is also not entitled to terminate the Order by reason of any damage arising in this way.

The Client agrees that Periodic Today may approach the Client for statistical or customer satisfaction research. If the Client does not wish to be approached for research, the Client may make this known.

Periodic Today reserves the right to utilize the other details of the Client in anonymous form for (statistical) research and databases. Periodic Today will not keep the personal data longer than necessary.

### **31. Amendment of the general terms and conditions**

Periodic Today is entitled to amend the general terms and conditions unilaterally. Amendments will also apply to Contract that are already concluded.

Periodic Today will inform the Client by e-mail about the amendments. The amendments to the general terms and conditions will be in force thirty days after the Client is informed of the amendments.

If the Client does not agree with the announced amendments, the Client is entitled to terminate the Contract.

### **32. Translation**

The following terms and conditions are a translation of the terms and conditions of Periodic Today registered under number 90684001.

The Dutch version of the General Terms and Conditions of Periodic Today 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.

### **33. Applicable Law, Disputes**

Dutch law is exclusively applicable to all legal relationships to which Periodic Today is a party. 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.

The applicability of the Vienna Sales Convention (CISG) is excluded.

Disputes between Periodic Today and the Client will only be submitted to the competent court in the Gelderland district, unless the law mandatorily prescribes otherwise.

For disputes outside the Netherlands the English language has to be used for all written communications.

### **34. Location**

These General Terms and Conditions are filed at the Chamber of Commerce under number 90684001.