

# general terms & conditions – MATT&R B.V.

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## Company

MATT&R B.V.

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## Definitions

- Contractor: MATT&R B.V.;
- Client: the company named with whom MATT&R B.V. has concluded an Agreement;
- Parties: MATT&R and Client;
- MATT&R knowledge: all knowledge and methodologies in material science provided and applied by MATT&R experts in works;
- Agreement: the agreement concerning the provision of Works between the Parties of which these General Conditions form an integral part, including the Quotation, appendices and subsequent amendments as may be agreed upon in writing between Contractor and the Client;
- Works: all services, such as, but not limited to, consultancy, engineering and the performance of works to be performed by MATT&R under the Agreement;
- Information: all documentation, not limited to, related to project proposal or execution; formulation recipe, technical design, presentations, written (temporary) report;
- T&C's: these general terms and conditions of MATT&R BV;
- Background IP: all intellectual property (IP) owned or controlled by a Party (or its' affiliated companies) which was made, invented, developed, created, conceived, filed or acquired by or on behalf of that Party (or its affiliated companies) before the date of this Agreement and/or as a result of work which is performed outside the scope of this Agreement;
- Foreground IP: all IP, excluding Background IP, which is made, invented, developed, created, conceived and/or reduced to practice as a result of work conducted with respect to this Agreement.

## 1. General Provisions

- 1.1. **Acceptance:** These T&Cs apply to all (future) offers, quotations, contracts, and services provided by MATT&R to the Client and to all agreements to which MATT&R is a party. If Client agrees to a quotation of MATT&R, enters into an agreement or purchases services from MATT&R, Client shall be deemed to have agreed to these T&Cs.
- 1.2. **Basis of Agreement:** The Agreement consists of the accepted quotation and these T&Cs. In the event of a conflict, the provisions of the quotation shall prevail over these T&Cs.
- 1.3. **Rejection of Client's general terms:** the general terms and conditions of purchase or other contractual provisions issued by the Client, whether attached to purchase orders, correspondence, or otherwise, are hereby expressly rejected and shall not apply to this Agreement. Only the terms and conditions set forth herein shall govern the relationship between the parties, unless otherwise agreed in writing and signed by both parties.
- 1.4. **Quotation:** The quotation contains a description of the work to be performed by MATT&R and the prices ("Quotation"). The Quotation is leading in determining parties' rights and obligations. The Agreement between Parties is concluded upon the Client accepting the Quotation of MATT&R without making amendments therein within 30 days of the Quotation being issued or if MATT&R at instruction of Client starts with the performance of the quoted work. A Quotation shall be deemed to have been rejected if Client has not accepted the Quotation or instructed MATT&R to start with the performance of the work within 30 days.
- 1.5. **Additional work:** MATT&R's services are strictly limited to the scope of Works as described in the Quotation. Any work outside this scope shall be considered additional work. At request of Client, this can be agreed upon in writing in a Change Order. All additional work performed by MATT&R at the request of Client shall be compensated by Client in accordance with the agreed prices and, if no price has been agreed, at MATT&R's applicable rates.
- 1.6. **Pricing:** All prices quoted are valid for a period of 30 days unless otherwise stated. Prices are exclusive of applicable taxes (e.g., VAT/GST), which will be itemized on the invoice. In case of an increase of cost price factors, such as costs of materials, labor, energy, travel costs or transport, after the Agreement has been concluded, MATT&R is entitled to increase its prices accordingly. Client will reimburse all costs actually incurred.
- 1.7. **Payment Terms:** Client is obliged to pay invoices within 14 days of the invoice date without suspension or set-off. MATT&R is authorized to demand advance payment of part or all of the contract sum. MATT&R is also entitled to invoice for services rendered in the interim. If parties have agreed on milestones, MATT&R will invoice in accordance with those milestones.
- 1.8. **Late Payment:** Client owes MATT&R the commercial statutory interest rate (Article 6:119a of the Dutch Civil Code) on all invoices which are paid late, counting from the due date until full payment is received. The Client shall also pay for all (legal) costs of collection made by MATT&R.

- 1.9. **Suspension of Services:** MATT&R may suspend work if the Client fails to make payments when due, without incurring liability for any delays or damages caused by the suspension.
- 1.10. **Delivery terms and time estimates:** any communicated terms of delivery and time estimates of the Works or services to be provided are indicative only. Exceeding a delivery term does not constitute a default by MATT&R. The actual hours worked may exceed the estimates, for example as a result of incorrect or insufficient information provided by Client or the performance of additional work requested. The actual hours will be charged in accordance with the agreed rates or, in the absence thereof, the applicable rates of MATT&R.

## 2. MATT&R's Obligations and Standard of Care

- 2.1. **Standard of Care:** MATT&R will perform its services using the degree of skill, care, and diligence ordinarily exercised by professional material engineers practicing under similar circumstances at the same time and in the same locality.
- 2.2. **"Best Efforts" Basis:** MATT&R's services are provided on a "best efforts" basis and do not constitute a guarantee of a specific result, performance, or outcome. Material research & development involves variables and uncertainties inherent in research, testing, and analysis for which MATT&R cannot be held responsible and cannot provide any guarantees.
- 2.3. **SubContractors:** MATT&R may appoint subcontractors to perform the services as it deems necessary.
- 2.4. **Professional Personnel:** MATT&R is entitled to appoint and substitute personnel to perform the services as it deems necessary.

## 3. Client's Responsibilities

- 3.1. **Information and Cooperation:** The Client shall provide MATT&R with all necessary information, data, samples, and access to facilities in a timely manner and warrants the accuracy and completeness of all such materials and information. MATT&R is entitled to rely on the information provided by the Client. If the information provided is incorrect or incomplete and this results in delays or additional costs, these will be at Client's risk and expense. Client is liable for any and all damages arising from the use of the materials and information provided by it to MATT&R.
- 3.2. **Safety:** Where MATT&R's personnel works at the Client's site, the Client is responsible for providing a safe working environment in compliance with all relevant health and safety regulations. The Client is obliged to notify MATT&R of any hazardous properties (Safety datasheet) of any samples, materials, raw materials, products, semi-finished products, and end products in a clear manner in writing and to mark the samples, materials, raw materials, products, semi-finished products, and end products as hazardous.
- 3.3. **Collection of samples:** Unless agreed otherwise, the Client will collect any samples, materials, raw materials, products, semi-finished products, and end products that have been provided to MATT&R in relation to the execution of the Agreement, or, if such is the case, the remains of such samples, materials, raw materials, products, semi-finished products, and end products, within 1

(one) month after performance of the Works. If the Client does not collect the (remains of) any samples, materials, raw materials, products, semi-finished products, and end products, or does not do so in time, MATT&R has the right to store, destroy, or otherwise relieve itself of these at the expense and risk of the Client. Transport and storage of the samples, materials, raw materials, products, semi-finished products, and end products and remains thereof will take place at the expense and risk of the Client.

- 3.4. **Usage of samples/prototypes:** All samples and prototypes provided by MATT&R may only be used by Client for testing and evaluation purposes. Commercial use, including but not limited to sale, distribution, production, or any other form of commercial exploitation, is strictly prohibited without prior written consent from MATT&R.
- 3.5. **Review and Approval:** The Client is responsible for timely reviewing all Information provided by MATT&R and notifying MATT&R of any objections or required changes within 10 business days after receipt of the draft information. Delays in review may lead to schedule and cost adjustments, which come at the risk and expense of Client.
- 3.6. **Continuity in case of Change of Ownership:** In the event that the Client is acquired, merged, or otherwise undergoes a change of control involving a third party, the Client shall remain fully liable for all obligations under this Agreement. The Client shall ensure that any successor entity or acquirer assumes all relevant obligations under this Agreement. Unless expressly agreed otherwise in writing by MATT&R, such acquisition shall not relieve the Client of its responsibilities, liabilities, or commitments under this Agreement.
- 3.7. **EU Sanctions Compliance:** The Client represents and warrants that it will not cause or permit the use of the services in violation of applicable EU sanctions laws, including by any sanctioned third party. Breach of this clause shall be deemed a material breach of the Agreement.
- 3.8. **Compliance:** Client will comply with all applicable laws and regulations, including the applicable privacy legislation.

#### 4. Intellectual Property Rights (IPR) & Confidentiality

- 4.1. **Background IPR:** Parties shall retain all Background IP (including copyright and moral rights) in all methodologies, knowledge, background technology, reports, designs, drawings, and data created or used in performing the services or Work, *unless explicitly agreed otherwise*.
- 4.2. **Foreground IP:** Upon full payment for the services, Client owns all intellectual property rights in so far as accrued of the deliverables created under the Agreement. MATT&R shall receive a perpetual, non-terminable and unlimited right of use on the deliverables for the specific project. The knowledge and results of the Works pertaining to the enhancement of knowledge non-specific to the Works and/or one of MATT&R's working methods shall solely remain the ownership of MATT&R and may be used by MATT&R however it deems fit.
- 4.3. **Confidential Information:** Parties are obliged to keep secret and not to exploit any and all confidential information they acquire in the context of a Quotation or the performance of an Agreement. Confidential information includes technological and technical knowledge, expertise, experience, knowhow,

inventions, instructions, product and production data, techniques, processes, drawings, designs, specifications, formulae, samples, results of any tests and trials and other such information and data, financial, business and personnel information, and other information, disclosed at any time and in any form, which is marked or notified as being confidential or would, in the exercise of reasonable judgment under the circumstances, be considered as Confidential Information. Parties may disclose Confidential Information to its employees only to the extent necessary for the performance of the Agreement. The obligation of confidentiality of this provision remain applicable for a term of three (3) years after the Agreement between Parties has been fulfilled or terminated. Confidential information must be returned to the disclosing party at first request. Client is not permitted to use the business relationship for advertising without the prior written consent of MATT&R.

- 4.4. **Exclusions:** The confidentiality obligation of this clause does not apply to information that is or becomes publicly known, was already in the receiving party's possession, is developed independently by the receiving party, is received lawfully without infringing a confidentiality obligation or is required to be disclosed by law or court order.
- 4.5. **NDA, JDA or other confidentiality agreements:** Where the parties have agreed separately on a confidentiality agreement such agreements come to an end when Parties conclude an Agreement which provides for confidentiality...

## 5. Warranties and Liability

- 5.1. **Material research & development Limitations:** Due to the nature of material science (e.g., the variability of material samples, testing conditions, and manufacturing processes), MATT&R cannot warrant the results of any testing, analysis, or advice, nor the performance of any material or component and is not liable for any damages arising from its advice.
- 5.2. **Limitation of Liability:** MATT&R is only liable for direct damages in case of an attributable failure. Its total aggregate liability in that event and in the event of tort, or otherwise, shall be limited to the total amount of fees paid by the Client to MATT&R for the specific services giving rise to the claim, with a maximum amount of €25.000. MATT&R's liability is in any case limited to the amount covered by its insurance. The limitations of liability in this clause do not apply in case of intent, gross negligence, death or personal injury.
- 5.3. **Exclusion of Damages:** To the fullest extent permitted by law, MATT&R shall not be liable for any damages, losses, or claims suffered by the Client arising out of or in connection with the application, implementation, or use of any deliverables, outcomes, or results of the Works. The Client acknowledges and agrees that it assumes full responsibility for the use of such outcomes and waives any right to claim against MATT&R for any direct, indirect, incidental, special, or consequential damages (including, but not limited to, loss of profit, loss of revenue, loss of production, or loss of business opportunity), or resulting therefrom.
- 5.4. **Third-Party Rights Examination:** Any examination, investigation, or legal assessment of potential or actual infringement of third-party intellectual property rights arising from the use of materials, specifications, or

instructions provided by the Client shall be conducted solely at the initiative, responsibility, and expense of the Client. MATT&R shall not be obligated to undertake such examination and shall not be held liable for any consequences arising from the Client's failure to do so.

Client indemnifies MATT&R against any damage suffered by third parties in connection with the performance of this Agreement or the use of the advise, test results etc. by Client.

- 5.5. **Waivering of IP infringement:** If MATT&R has provided Works according to, in whole or in part, designs, drawings or other instructions from the Client, then the Client warrants that this will not infringe any third-party intellectual or industrial property rights, or other rights and indemnifies MATT&R for any claims regarding intellectual property rights by third parties. MATT&R is not liable for damage that is a result of the fact that the results of the Works if an infringement of the rights of third parties occur through the application of the results of the Works.
- 5.6. **EU Sanctions Compliance:** MATT&R shall not, directly or indirectly, provide any services, goods, or technology to any third party that is listed on the European Union's consolidated list of persons, groups, and entities subject to financial sanctions, or that is owned or controlled by such listed parties. The Client represents and warrants that it will not cause or permit the use of the services in violation of applicable EU sanctions laws, including by any sanctioned third party. Breach of this clause shall be deemed a material breach of the Agreement.
- 5.7. **Term:** Client must complain about any shortcomings within 6 months of the Works being performed by MATT&R. If Client fails to do so in time, all rights it has in this regard will lapse.

## 6. Termination

- 6.1. **Termination without cause:** MATT&R is at all times entitled to terminate the Agreement (early) in writing.
- 6.2. **Termination for Cause:** Either party may terminate the agreement immediately upon written notice if the other party:
  - 6.2.1. Commits a breach of the agreement and fails to remedy the breach within 20 business days of receiving written notice from the other party.
  - 6.2.2. Becomes insolvent or is subject to bankruptcy, liquidation or dissolution of the company.
- 6.3. **Usage of the Work:** If the Agreement is terminated prematurely for any reason, the Client is not entitled to use any preliminary or interim outcome of the Works, neither by itself nor by third parties or for the benefit of third parties.
- 6.4. **Payment upon Termination:** In the event of termination, the Client shall pay MATT&R for all services rendered, expenses incurred, and non-cancellable commitments made up to the date of termination.

## 7. Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations (other than payment obligations) under the agreement if the delay or failure is caused by an event beyond its reasonable control (**Force Majeure**).

For MATT&R circumstances such as war, terrorism, civil disturbance, labor disputes, material shortages, fire, earthquakes, pandemic, epidemic or government action, staff illness and shortcomings by subcontractors qualify as an event of Force Majeure.

The affected party must notify the other party promptly of the event and its likely duration.

In the event of Force Majeure lasting longer than 90 (ninety) days, both parties have the right to terminate the agreement in writing without any obligation to pay compensation for the premature end of the Agreement.

## 8. Governing Law and Dispute Resolution

8.1. **Governing Law:** All agreements concluded with or executed by MATT&R shall be governed by and construed in accordance with the laws of the Netherlands. Any controversy, dispute or claim arising out of or in connection with this Agreement, shall be settled before the courts of the Netherlands, district Limburg, location Roermond.

8.2. **Dispute Resolution:** Any dispute arising out of or in connection with the agreement shall first be referred to mediation before brought before a court or arbitral institute. If not resolved through mediation within 30 days.