

# CEAD General Terms and Conditions version 12-2022

## A. DEFINITIONS

**Agreement:** the written agreement between Seller and Buyer for the Delivery of Goods and/or Services and/or Software and the appendices thereto, including these General Terms and Conditions.

**Buyer:** the buyer stated in the Agreement.

**Delivery:** the Goods and/or Services and/or Software delivered by Seller to Buyer under this Agreement.

**General Terms and Conditions:** the general terms and conditions of CEAD version 12-2022.

**Goods:** the products delivered by Seller to Buyer under the Agreement.

**Price:** the price charged by Seller to Buyer for the Delivery to Buyer as specified in the Agreement.

**Seller:** the CEAD entity stated in the Agreement.

**Services:** the services delivered by Seller to Buyer under the Agreement.

**Site:** the building or company premises, facility, complex or installation as stated in the Agreement.

**Software:** the software developed and delivered by Seller to Buyer in connection with the fulfilment of the Agreement.

## B. GENERAL PROVISIONS

### 1. APPLICABILITY

1. These General Terms and Conditions shall apply to the Agreement with regard to the Delivery, entered into by Seller and Buyer.
2. These General Terms and Conditions shall also apply to all phases preceding such Agreement and to the delivery of goods and/or services and/or software of Seller prior to the Agreement.
3. Parts A (Definitions) and B (General Provisions) apply to all orders. Part C relates specifically to the Delivery of Goods, Part D specifically to the Delivery of Services and Part E specifically to the Delivery of Software.
4. In the event of a conflict between Part B (General Provisions) and any specific provisions, the specific provisions shall take precedence.
5. Seller expressly rejects the applicability of any terms and conditions belonging to or on behalf of Buyer, unless Seller has expressly agreed in writing to the application of such terms and conditions.
6. Amendments or additions to the Agreement or derogations from these General Terms and Conditions (or parts of them) are only binding if they have been explicitly agreed in writing by the parties.
7. In the event that the different parts of the Agreement are conflicting, the documents forming part of the Agreement shall prevail in the following order: (i) the Agreement, (ii) the appendices to the Agreement, and (iii) these General Terms and Conditions.

### 2. OFFERS AND SALES PROPOSALS

1. All offers and sales proposals submitted by Seller are free of obligation and shall not be binding on Seller, unless otherwise stated.
2. Obvious mistakes, such as calculation, clerical and printing errors in offers, sales proposals, prospectuses, presentations, publications, leaflets, order confirmations, invoices and other documents from Seller shall not be binding on Seller. Models, trial models or drawings shown or supplied merely provide non-binding indications. Guarantees of quality, durability, function and suitability for a particular purpose shall merely be binding if explicitly stated by Seller.
3. The Agreement shall come into effect upon Seller's receipt of Buyer's written acceptance of the offer/sales proposal or when Seller starts the Delivery in accordance with the Agreement (if any), whichever comes first.

### 3. PERFORMANCE OF THE AGREEMENT

1. The Delivery shall be provided at the Site and at the time stated in the Agreement.
2. Buyer shall ensure that Seller can start to perform the Agreement at the agreed time and can perform without interruption during the normal Seller's working hours and under conditions which satisfy the legal requirements in respect of safety.
3. If there is any risk of the performance of the Agreement being delayed, Buyer shall immediately notify Seller, explaining the reasons for and the consequences of the potential delay. Buyer shall also propose measures to avoid further delay. Buyer shall be liable for the loss or damage suffered by Seller as a result of a delay caused by Buyer.
4. Seller may use, at Seller's discretion, subcontractors to perform the Agreement. Seller shall be responsible for such subcontractors subject to the limitations of liability stipulated in the Agreement.
5. Buyer shall ensure that Seller has access free of charge to all necessary information and documents, specifications, including up-to-date drawings and/or descriptions of the Site, access documents, permits/licences, exemptions, et cetera, and adequate energy supplies and the facilities required to connect the Delivery to the telecommunication or other networks required.
6. Stated delivery times may never be regarded as strict deadlines, as described in article 6:83 sub a of the Dutch Civil Code, unless expressly agreed otherwise in writing.
7. If a term is exceeded, Seller shall only be in default after Buyer has sent a notice of default to Seller, and after Buyer has given Seller a reasonable period to fulfil its obligation.

### 4. PRICE

1. Buyer shall pay Seller the Price as laid down in the Agreement.
2. Seller shall be entitled to adjust the Price during the term of this Agreement upon thirty (30) days written notice to Buyer in case Seller's costs with regard to the Delivery increase due to:
  - a. increased labour costs, and/or;
  - b. changes in insurance premiums, and/or;
  - c. changes in legislation (such as, but not solely, statutory social security contributions, taxes, expenses and other charges or requirements relating to the Delivery), and/or;
  - d. increased material costs.
3. All sums payable under this Agreement are exclusive of VAT and any other applicable tax or duty, which shall be payable in addition to the specified Prices.
4. If changes with regard to the Delivery are agreed between the parties after the Agreement has come into effect, Seller may adjust the Prices accordingly.

### 5. PAYMENT

1. Buyer shall pay the Price within thirty (30) days of receiving the invoice, without any settlement, by wire transfer to the transfer address on the invoice, and in accordance with the other instructions in the Agreement. If Buyer, without good reason, fails to pay an invoice within this period, it shall automatically be liable to pay:
  - a. compensation as referred to in article 6:96, paragraph 4 of the Dutch Civil Code, and;
  - b. statutory interest as referred to in article 6:119b of the Dutch Civil Code, without prejudice to Seller's other rights, including the right set out in article 6.4 of these General Terms and Conditions.

The compensation and interest shall be payable on demand. All reasonable costs incurred by Seller in collecting the Price (including costs of court proceedings and extrajudicial collection charges) shall be borne by Buyer.

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2. Buyer shall inform Seller in writing of any dispute relating to the invoice within fourteen (14) days of the invoice date, otherwise all disputes shall be deemed waived.
  3. Payments made by Buyer shall be applied first in payment of costs due, then interest, then the earliest invoice due and payable at that time.
  4. In the event of overdue payment, Seller may suspend the Delivery subject to a notice period of ten (10) days. Suspension shall not relieve Buyer of its obligations under this Agreement.
  5. In the event of reasonable suspicion that Buyer shall not pay due to liquidity problems, Seller may make the continuation of the Delivery dependent on payment prior to Delivery or the furnishing of a bank guarantee or other form of security.
- 6. LIABILITY AND INDEMNIFICATION**
1. Seller shall be liable to Buyer solely for direct loss resulting from an attributable failure of (employees of) Seller and to the extent that such liability is covered by the liability insurance taken out by Seller and being effective at the time of the damage and/or loss causing event. In that case, Seller's liability is limited to a maximum of EUR. 25.000,- per event or series of related events and to EUR. 100.000,- per year.
  2. Any liability of Seller for any indirect or consequential loss, including in any case – but not exclusively – loss of profit, loss of sales and loss of savings, is excluded.
  3. Buyer shall enable Seller to repair damage itself to Buyer's property caused by Seller before Buyer can claim repair costs as a loss.
  4. Buyer shall notify Seller of any claim arising from the Delivery in reasonable detail and in writing within thirty (30) days from the date on which Buyer became aware (or should reasonably have become aware) of the occurrence giving rise to the claim, provided, however, that if Buyer does not provide such notice to Seller within six (6) months from the occurrence, Seller shall have no obligation to pay any compensation whatsoever relating to such claim.
  5. Buyer shall indemnify and hold Seller harmless from and against any losses that Seller may incur, and in respect of any claims that may be made against Seller by a third party (including claims by a Seller employee relating to violation of articles 7:611 and 7:658 of the Dutch Civil Code) as a result of or in connection with the Delivery, unless these losses were due to an attributable failure on the part of Seller.
- 7. SUSPENSION AND TERMINATION**
1. Without prejudice to any other right or remedy available to Seller under the Agreement or at law, Seller shall be entitled at its discretion to suspend the performance of its obligations under the Agreement in whole or in part or to terminate the Agreement in whole or in part by means of written notice to Buyer in the event that Buyer:
    - a. files a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, assignment for the benefit of creditors or similar proceeding; and/or
    - b. becomes the subject of a petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation, assignment for the benefit of creditors or similar proceeding; and/or
    - c. ceases or threatens to cease to carry on business in the ordinary course; and/or
    - d. breaches any of its obligations under the Agreement or Seller, in its reasonable discretion, determines that Buyer cannot or shall not fulfil its obligations arising out of the Agreement; and/or
    - e. fails to provide adequate assurance of performance following request by Seller.

2. Seller shall not be liable to Buyer by virtue of exercising any of the rights under article 7.1 of these General Terms and Conditions.

**8. FORCE MAJEURE**

1. The following, insofar as it delays or impedes the fulfilment of this Agreement, shall be regarded as force majeure: any circumstance beyond the reasonable control of a party such as fire, war, mobilisation or military call up of a comparable scope, requisition, seizure, currency restrictions, insurrection and civil commotion, hi-jacking or an act of terrorism, epidemic, pandemic, shortage of transport, general shortage of materials or personnel, strikes or other industrial disputes and defects or delays in deliveries by subcontractors caused by any such circumstance as referred to in this article.
2. In the case of a force majeure event on the part of either party, this party shall promptly notify the other party of such force majeure event in writing and the obligations of that party shall be, to the extent that it is so prevented or impeded, suspended without liability for breach or non-performance. The reciprocal obligations of the other party shall also be suspended without liability for breach or non-performance.
3. If a force majeure event affecting a party can reasonably be expected to continue in excess of two (2) months, or has already lasted for a period of two (2) months, the other party may terminate the Agreement on written notice to the affected party with immediate effect, without thereby creating any rights to compensation.

**9. CONFIDENTIALITY**

1. Each party shall observe confidentiality and shall not disclose any confidential information to the other party that has come to its knowledge in connection with this Agreement, unless this is required in connection with the Delivery and to meet any other obligations under this Agreement, or disclosure is required under an order or requirement of a government authority. Information shall be regarded as confidential if at the time of disclosure it is stated to be confidential by the disclosing party, or if it should reasonably be regarded by the recipient as confidential in view of the way in which it was disclosed.
2. Each party shall take all reasonable precautions to meet the confidentiality obligations. The parties warrant that their employees and third parties engaged shall comply with similar confidentiality obligations.

**10. INTELLECTUAL PROPERTY**

1. The intellectual property rights to the Delivery (including to designs, drawings, technical descriptions, advice, techniques, tools, offers, sales proposals, prospectuses, presentations, publications, leaflets, order confirmations, invoices and other documents from Seller) shall remain the property of Seller or the third party from which Seller has obtained the right of use.
2. Seller shall have the right in its name and at its own expense to apply for patents to inventions made during and as a result of the fulfilment of the Agreement. If a patent is granted, Seller shall grant Buyer an in principle non-transferable right of use to that invention free of charge. Buyer shall ask Seller for consent to any specific use of this right of use, which consent shall only be refused if Seller is able to demonstrate a conflict of interest.

**11. MISCELLANEOUS**

1. In the event that a provision in these General Terms and Conditions is nullified, is declared null and void or is denied its validity by a judicial authority, such shall not affect the other provisions in these General Terms and Conditions. In that case Seller and Buyer shall enter into consultations to agree upon a new, substituting provision, the purpose and the purport of the

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nullified, or invalidated provision being upheld to the greatest possible extent.

2. All communications in connection with this Agreement shall be made in writing and addressed to the other party at its address/e-mail address as stated in the Agreement or otherwise designated in writing.
3. Buyer shall not assign this Agreement without Seller's written consent, which shall not be unreasonably withheld. However, Seller may assign this Agreement at any time to any of its affiliates, subsidiaries or successors.
4. Articles that are by nature designed to remain in force after the termination of the Agreement shall remain applicable to both parties after the termination of the Agreement.
5. Buyer warrants that it is not on a sanctions list and is not engaged, directly or indirectly, in activities prohibited under sanctions legislation. Buyer indemnifies Seller in respect of any loss or damage (including criminal law sanctions and fines) that Seller may suffer as a result.

### **12. APPLICABLE LAW AND COMPETENT COURT**

1. These General Terms and Conditions, the Agreement and any agreements arising therefrom are governed by Dutch law.
2. The provisions of the United Nations Convention on Contracts for the International Sale of Goods are not applicable and neither is any future international convention on the sale of movable goods, the applicability of which may be excluded by parties.
3. Any disputes that may arise between parties related to these General Terms and Conditions, the Agreement or any agreements arising therefrom shall be settled by the competent court at Rotterdam, unless another court is competent pursuant to mandatory law or if parties jointly prefer a competent court elsewhere.

### **C. DELIVERY OF GOODS**

#### **13. RETENTION OF TITLE**

1. Unless expressly otherwise agreed by the parties, Seller retains ownership of all Goods delivered to Buyer until:
  - a. the handover document has been signed in accordance with article 16 of these General Terms and Conditions, if applicable; and
  - b. full payment has been made of all sums that are or will be payable by Buyer for the Delivery of Goods under the Agreement.
2. If the Agreement is terminated in whole or in part by Seller or Buyer under article 7 of these General Terms and Conditions or on any other grounds, in the case of an Agreement whereby the Delivery of Goods is payable in instalments, Buyer shall pay the remaining amount outstanding on the investments that Seller has had to make in order to deliver the Goods to Buyer.
3. Buyer shall keep the Goods delivered under retention of title with care and recognisably as the property of Seller. Buyer shall also insure these Goods against fire, water damage and theft. For the duration of the retention of title, Buyer shall not be permitted to pledge, dispose of or otherwise encumber the Goods delivered by Seller.
4. If Buyer fails to meet its obligations towards Seller, or gives Seller good reason to fear that it will fail to meet those obligations, Seller shall have the right to take back the Goods delivered under retention of title. The cost of recovering Goods delivered shall be borne by Buyer.
5. Buyer accepts the state and nature of the Goods at the time when ownership of the Goods is transferred from Seller to Buyer.
6. For such time as Seller is the owner of the Goods, Buyer shall immediately notify Seller in writing if the Goods have been damaged, have been or are in danger of being seized, or any other claim is made to the Goods or any part thereof. Buyer shall

on Seller's first request inform Seller where the Goods are and, if so desired, grant Seller access to the Goods.

7. In the event of the seizure of all or part of the Goods, (provisional) suspension of payments or bankruptcy on the part of Buyer, Buyer shall immediately draw the attention of the bailiff carrying out the seizure, the receiver or the curator to Seller's ownership rights.

#### **14. WARRANTY**

1. Unless expressly agreed otherwise by the parties, if during the first twelve (12) months following handover and acceptance as referred to in article 16 of these General Terms and Conditions, material defects occur in the Goods or parts thereof, or in work carried out, Seller shall at its discretion either repair these defects or, in the case of material, manufacturing, assembly and/or installation errors, replace the Goods or parts thereof free of charge by new or overhauled Goods.
2. Seller shall become the owner of the replaced (parts of the) Goods. Parts replaced carry a warranty term of twelve (12) months from coming into use.
3. Seller shall only be required to repair defects in the Goods delivered under the warranty or replace (a part of) them, as stated in article 14.1 of these General Terms and Conditions. Seller shall not be liable for loss or damage as a result of a defect in the Goods.
4. If Seller delivers Goods that it has obtained from its subcontractors, the content and extent of the warranty, the warranty period and other warranty terms and conditions shall be as laid down by those subcontractors. Seller shall be under no obligation to give any more far-reaching warranty to Buyer than that to which Seller is entitled from those subcontractors. Insofar as Seller has been unable to invoke the warranty terms and conditions successfully, the provisions of this article shall apply.
5. Following a report of a material defect, Buyer shall enable Seller to examine the Goods concerned. Examination of the defective Goods shall take place where the Goods are or at some other place designated by Seller. The cost of returning the Goods shall be borne by Seller. However, if the complaint turns out to be unfounded Buyer shall bear the cost of the return.
6. The warranty does not cover the costs of dismantling and installation of (parts of) the Goods after Delivery (labour and transport costs). These costs shall be charged separately and do not form part of the amount specified in the Agreement.
7. The warranty does not include remedying faults that are the direct result of imperfections in generic parts of the Delivery, such as firmware, operating system software (including MS Windows/Linux/iOS/Android), browser software, et cetera.
8. The warranty does not include remedying latencies such as viruses, worms, trojan horses, logic bombs, et cetera.
9. The warranty is excluded for parts that are subject to normal wear and tear, such as, but not limited to hard face wear layers, wear plates, wear strips, gears, pumps, conveyor belts, conveyor belt seals, funnels, belts, bearings, power take-offs, extruder screws, extruder barrels, and nozzles.
10. The warranty shall cease to apply if:
  - a. repairs, modifications or extensions to the Goods or work has been performed by parties other than Seller, without written permission from Seller; and/or
  - b. the Goods or work has been neglected or has been used, treated and/or maintained carelessly and/or incompetently; and/or
  - c. defects occur as a consequence of connecting the Goods to the equipment of third parties; and/or
  - d. damages that occur are caused by intent, negligence, negligent maintenance or by incompetent storage of the Goods; and/or

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- e. Seller cannot be held responsible for the occurrence of the defects, including errors or defects due to the use of incorrect information of any kind supplied by or on behalf of Buyer, external force or overload; and/or
  - f. Buyer is unwilling to obtain software upgrades, for the appropriate Prices, that would remedy the shortcoming.
11. Buyer is entitled to invoke the warranty on the basis of this article only if it notifies Seller within fourteen (14) days from the date on which it discovered the defect or could have reasonably discovered the defect.
  12. Buyer is required to evidence in writing to Seller what kind of defect there is, as well as when and how the defect was detected. Buyer also requires to demonstrate why the defect is attributable to Seller.
  13. Seller's warranty obligations solely cover the provisions of this article and shall not entitle Buyer to any compensation and/or suspension and/or termination of the Agreement.
- 15. DELIVERY TERM AND TRANSFER OF RISK**
1. In case of changes in the circumstances in which operations and installation activities are performed in the Agreement or because (parts of) the Goods are ordered from third parties and has not been delivered in a timely manner, Seller has the right to reasonably extend the term of Delivery.
  2. The term with regard to the Delivery of Goods can in any case be delayed as a result of a longer lead time, which is the time between the initiation and completion of the production process of Goods. The lead time starts running from the moment:
    - a. the Agreement is signed by Buyer; and
    - b. the deposit from Buyer has been paid and/or any other payment obligations from Buyer, as mentioned in the Agreement, have been fulfilled; and
    - c. when Seller and Buyer agree on the technical specifications of the Goods, including written approval from Buyer with regard to the technical specifications.
  3. Unless expressly otherwise agreed by the parties, the Goods shall be delivered, subject to the Ex Works Incoterm 2022. In that case, risk and/or liability for the Goods transfer(s) from Seller to Buyer when the Goods are made available to Buyer at the agreed place.
  4. In case the Goods shall be delivered on the basis of Ex Works Incoterm 2022, transport shall be arranged by Seller after a successful factory acceptance test. Transport- and packaging costs are invoiced separately from the Goods. Seller sends an indication with regard to transport- and packaging costs to Buyer, on subsequent calculation of the final actual transport- and packaging costs.
- 16. HANDOVER AND ACCEPTANCE OF GOODS**
1. Seller delivers the Goods in accordance with the agreed technical and/or functional specifications. The handover shall take place as far as possible at the times agreed between the parties.
  2. The handover shall take place immediately after the standard last acceptance test is completed successfully. In the event that the last acceptance test takes place at Seller's factory the handover of the Goods takes place at the moment that the last acceptance test is completed successfully and Seller has delivered the Goods at the Site. In the event that no acceptance test has been agreed, the handover of the Goods takes place at the moment that Seller has delivered the Goods at the Site. For determining the time of Delivery, the date of the relevant delivery note signed by or on behalf of Buyer is decisive.
  3. In the event that the last acceptance test does not fulfil the test conditions stipulated in the acceptance document as sent from Seller to Buyer, Seller shall as soon as possible take the necessary steps in order to successfully carry out a new last acceptance test under the same conditions.
4. In the event the the last acceptance test gives a satisfactory result, Buyer shall within 1 (one) week be obliged to sign an acceptance protocol document in which Buyer agrees that the Goods were installed successfully.
  5. In case Buyer does not sign the acceptance protocol document, and yet makes use of the Goods, it shall be deemed to have accepted the Goods from the date that it makes use of it and shall subsequently be obliged to pay the Price due.
- D. DELIVERY OF SERVICES**
- 17. SERVICES**
1. Seller shall deliver the Services to the best of its knowledge and ability in accordance with professional standards. The Delivery of Services involves a best-effort obligation.
  2. Seller may use subcontractors to deliver some or all of the Services. Seller shall be responsible for such subcontractors subject to the limitations of liability stipulated in the Agreement and/or these General Terms and Conditions.
  3. An Agreement shall, subject to termination per article 7, continue to run for an indefinite term, unless agreed upon otherwise in writing. An Agreement for an indefinite term may be terminated giving six (6) months' notice.
  4. An Agreement for a definite term cannot be terminated prematurely and shall be deemed to have been renewed, after expiration of the term laid down in the Agreement, for a term of twelve (12) months and subsequently again on each occasion, unless the Agreement has been terminated three (3) months prior to expiration of the then current term at the latest by Buyer or by Seller by registered letter with acknowledgement of receipt.
- 18. 3D PRINTING SERVICES**
1. Seller is entitled to change technical details of the 3D files, designs, images, calculations, descriptions and/or other documents provided by Buyer, insofar as necessary for the production of the Goods. This especially relates to the amendment of various work steps in the process.
  2. Intellectual property rights with regard to the Goods that are produced through 3D printing Services on the basis of 3D files, designs, images, calculations, descriptions and/or other documents made available by Buyer to Seller shall remain the property of Buyer or the third party from which Buyer has obtained the right of use.
  3. Buyer shall indemnify Seller against all claims brought by third parties in respect of any breach of their intellectual property rights resulting from 3D printing Services.
  4. As regards the Delivery of Goods, produced through the 3D printing Services, part C of these General Terms and Conditions shall apply mutatis mutandis.
- 19. ASSEMBLY, INSTALLATION AND MAINTENANCE**
1. The power supply (including gas and electricity) necessary for the execution of the Services and for the operation of the Goods shall comply with the requirements specified by Seller and shall be made available by Buyer free of charge.
  2. Buyer shall ensure the safety of the area and materials made available to Seller for the execution of the assembly, installation and/or maintenance of the Goods. Buyer shall be liable for all and any damage suffered by Seller in the event that these requirements are not (sufficiently) met. The obligation to pay damages applies to persons who assemble, install and/or maintain the Goods on behalf of Seller and as a result of insufficient safety measures, and have suffered loss or injury.
  3. Maintenance is necessary for the proper operation of the Goods. Therefore, Buyer has the possibility to enter into a supplementary maintenance agreement with Seller.

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4. In the event that Buyer does not wish to enter into a maintenance agreement with Seller, Seller shall not be able to guarantee proper functionality of the Goods. The malfunctioning of the Goods, as a result of the lack of maintenance at any rate, and/or if maintenance has been performed by a third party, remains entirely at the risk and at the expense of Buyer.
5. The maintenance agreement shall come into effect at the effective date as stated in the Agreement, as of the Delivery of Goods.
6. In the event that no maintenance has taken place between the Delivery of the Goods and the commencement of the maintenance Agreement, first a check-up with regard to the Goods shall be carried out by Seller.

### **E. DELIVERY OF SOFTWARE**

#### **20. RIGHT OF USE**

1. Seller grants Buyer the non-exclusive, non-transferable and non-sublicensable right to use the Software and the in accordance with the provisions of the Agreement.
2. Buyer shall not have the right to change, decompile or emulate the Software or cooperate therewith in any way. The source code of the Software and the technical information produced in its development shall not be provided to Buyer unless otherwise agreed in writing.
3. Buyer shall not have the right to make a copy of the Software as a backup and for repair purposes. Seller undertakes to provide a copy should this contingency arise.

#### **21. MANNER OF USE**

1. Buyer undertakes to purchase the regular upgrades to the Software needed to be able to guarantee the correct functioning of the Software in future. Buyer shall pay the charges in force for this, unless otherwise agreed.
2. Buyer must:
  - a. at all times ensure that the Software is sufficiently protected against abuse, damage (including damage as a result of latencies such as viruses, worms, trojan horses, logic bombs, et cetera), theft or destruction by any party whatsoever; and
  - b. prevent an unauthorised person from copying, reproducing, translating, adapting, parsing, decompiling, recreating, changing, reconstructing, accessing or otherwise multiplying or modifying the Software; and
  - c. inform Seller immediately of all particularities Buyer becomes aware of in respect of the unauthorised copying, changing or using of the Software and in respect of all other actions that are not allowed; and
  - d. ensure that the number of users does not exceed the number allowed as stated in the Agreement; and
  - e. immediately delete all versions of the Software once the right of use has been terminated.

#### **22. STATE OF SOFTWARE**

1. Buyer acknowledges and accepts that the Software can never be perfect or 100% free of defects and that not all defects can or will be remedied. Buyer accepts the Software in the condition it is in on the date of Delivery ("as is").