



## **General Terms and Conditions of Royal Netherlands Aerospace Centre ("General Terms and Conditions")**

### **About us**

Royal Netherlands Aerospace Centre ("NLR") operates as an objective and independent research centre, working with its partners towards a better world tomorrow and committed to sustainable, safe, efficient and effective aerospace operations.

The combination of in-depth insights into customers' needs, multidisciplinary expertise and state-of-the-art research facilities makes rapid innovation possible. Both domestically and abroad, NLR plays a pivotal role between science, the commercial sector and governmental authorities, bridging the gap between fundamental research and practical applications.

NLR contributes to a safe and sustainable society with innovative solutions and technical expertise and ensures a strong competitive position for the commercial sector.

For optimal cooperation, NLR considers it important to properly regulate a number of matters with these General Terms and Conditions.

## ARTICLE 1 DEFINITIONS

- **Background Information:** any knowledge, technical information, know-how, data of a party, whether or not protected by intellectual property rights, which is not generated under the Contract but is necessary for its execution.
- **General Terms and Conditions:** these terms and conditions for assignments to NLR.
- **NLR:** Stichting Koninklijk Nederlands Lucht- en Ruimtevaartcentrum, abbreviated as 'NLR' or 'Royal NLR', also doing business as 'Royal Netherlands Aerospace Centre', 'NLR – Netherlands Aerospace Centre', 'NLR - Nederlands Lucht- en Ruimtevaartcentrum' and 'Koninklijke NLR'.
- **Proposal:** the most recent version of the proposal made by NLR to Customer, containing a description of the Work, price, conditions, schedule and delivery dates, including changes and additions thereto agreed in writing.
- **Customer:** the party that has accepted NLR's Proposal.
- **Contract:** the agreement concluded between Customer and NLR by Customer's acceptance of the Proposal.
- **Results:** (Foreground) Information, services or items to be delivered by NLR to Customer in accordance with the Proposal.
- **Foreground Information:** all knowledge, technical information, know-how, data of a party, whether or not protected by intellectual property rights, generated under the Contract.
- **Work:** the work as described in the Proposal.

## ARTICLE 2 APPLICABILITY

1. These General Terms and Conditions apply to the Proposal and the resulting Contract.
2. The applicability of Customer's terms and conditions or any other (general) terms and conditions other than these General Terms and Conditions is hereby expressly excluded.

## ARTICLE 3 VALIDITY OF THE PROPOSAL AND CONCLUSION OF THE CONTRACT

1. The Proposal will be valid for thirty (30) calendar days from the date of mailing specified therein, unless expressly stated otherwise in the Proposal.
2. The Contract is concluded when a person duly authorised by Customer has accepted the Proposal in writing within the specified validity period.

## ARTICLE 4 WORK

1. The Work is determined by its description in the Proposal.
2. NLR may replace employees stated by name in the Proposal with other employees with a comparable level of experience. Replacement will take place in consultation with Customer.
3. If it is agreed between Customer and NLR that Customer has a right to pause performance of the Work, Customer may exercise this right only once. In such case, the parties will agree in advance a time limit for the planned postponement and compensation for possible costs involved.
4. If the Work or any part thereof is performed by NLR employees on Customer's premises, Customer will provide them with a suitable workplace and office facilities.

## ARTICLE 5 PRICE

1. If a 'firm fixed price' is mentioned in the Proposal, this is the price agreed upon for the Contract.
2. If no 'firm fixed price' is specified in the Proposal, the price will be determined based on actual costs (cost reimbursement). Such costs will be calculated and invoiced based on the number of hours worked, NLR's hourly rates applicable to the year in which the Contract or any part thereof is performed, direct material costs, costs for the use of tools, equipment and/or research facilities, subcontracting, third-party supplies, processing costs, storage costs, shipping costs and/or travel and lodging costs. NLR may revise its rates at the beginning of each calendar year.

3. If a maximum price is specified in the Proposal in a costing as referred to in paragraph 2 of this article 5, NLR is not obliged to perform Work exceeding such maximum price. In such case, NLR will consult with Customer in a timely manner.
4. If, instead of a Proposal, a price indication or rough estimate of the price ('Rough Order of Magnitude' or 'ROM estimate') is provided by NLR, this price is only an indication of the actual price which places no obligation on NLR. Such price indication should not be considered an offer and no assignment or Contract can be accepted by NLR on the basis thereof. If Customer wishes to receive a Proposal from NLR, it must submit a request to that effect, after which NLR can prepare a Proposal on the basis thereof.
5. All prices quoted by NLR are exclusive of VAT and other taxes, levies and charges, transport costs, insurance costs and customs duties, unless otherwise stated in the Proposal. These costs will be charged separately to Customer at the time they are incurred by NLR.
6. The euro (symbol: €; code: EUR) is the standard currency for the Proposal.

#### ARTICLE 6 PAYMENT

1. Payment will be made in accordance with the payment schedule specified in the Proposal. NLR will send an invoice for each payment.
2. Customer will pay the invoice within thirty (30) calendar days after the invoice date, in the currency specified in the Proposal.
3. Customer can only object to an invoice within the payment period. Objections do not suspend Customer's payment obligations.
4. Customer may not set-off claims against amounts due to NLR.
5. In case of late payment, statutory interest, collection costs or other costs reasonably incurred by NLR may be charged to Customer without further notice or notice of default and with immediate effect, in addition to the unpaid invoiced amount.
6. If an invoice or part thereof is not paid in time, NLR is entitled to suspend the Work,

hold the Results and/or require further security for payment until the invoice, interest and (collection) costs have been paid in full.

7. If the Proposal stipulates that the Work will not commence until the first invoice has been paid, NLR is entitled to postpone the commencement of the Work until it has been paid for in full.
8. If NLR has requested Customer for security for payment in the Proposal or after late payment, for example in the form of a bank guarantee, NLR is entitled to suspend the Work until the requested security has been provided.

#### ARTICLE 7 DELIVERY

1. All delivery dates, processing times and schedules are determined by NLR to the best of its knowledge, based on the information known at the time of issuing the Proposal. Said dates, times and schedules will be observed to the greatest extent possible. If a date, time or schedule is likely to be exceeded, NLR will notify Customer of the reason for the delay and agree on a reasonable adjustment to the delivery date, processing time and/or schedule with Customer. However, NLR will not be in default by the mere fact that a delivery date, processing time or schedule is exceeded without having received a written notice of default.
2. If NLR suspends the Work or delivery of the Results in accordance with these General Terms and Conditions, the agreed delivery dates, processing times and/or schedules will automatically be suspended proportionately. NLR may charge Customer for any additional costs incurred as a result. If the facilities required for the Contract's execution are not available after the suspension period, the next available time slot will be reserved for Customer, without NLR being in default as a result.
3. All deliveries are 'Ex Works' (EXW) from NLR's premises in Amsterdam or Marknesse and in accordance with the ICC Incoterms®2020. Deliveries will be provided with market-compliant packaging and the necessary markings. Packaging is included

in the price unless otherwise stated in the Proposal.

- Any transfer of ownership of the Results (regardless of whether they have already been put to use or processed by Customer) will only take place after Customer has paid all amounts due under the Contract. From the moment the Results are actually made available to Customer, damage to or loss of the Results, or damage or loss caused by the Results, will be at Customer's risk.

#### ARTICLE 8 ACCEPTANCE

- Customer will inspect the Results within twenty-one (21) calendar days after delivery in accordance with article 7 'Delivery'. If this period has expired without Customer notifying NLR in writing of a specified deficiency, the Results will be deemed accepted by Customer.
- NLR will remedy any identified deficiencies as soon as reasonably possible in accordance with the obligations set out in article 9 'Warranty'.
- In the event of minor deficiencies that do not affect the expected usability of the Results, the Results will be deemed accepted regardless of such deficiencies.
- Unless NLR has warranty obligations as stipulated in article 9 'Warranty', acceptance in accordance with paragraphs 1 and 3 of this article 8 excludes any claim by Customer with regard to any failure in performance by NLR.
- NLR may make changes or modifications to the Results to be delivered insofar they do not materially affect the expected usability of the Results.

#### ARTICLE 9 WARRANTY

- NLR warrants that the Work will be performed with care and to the best of its ability, in accordance with the commercial standards and the state of the art at the time of issuing the Proposal.
- NLR only warrants the correctness or proper operation of the Results if this is stated in the Proposal and for the period specified therein.
- Any applicable warranty period will commence upon delivery of the Results in

accordance with article 7 'Delivery', unless Customer has accepted the Results earlier, in which case the warranty period commences on the date of acceptance.

- NLR gives no warranty in respect of items delivered to NLR which NLR passes on to Customer, unless the relevant supplier or subcontractor provides a warranty that is transferable to Customer.
- The warranty will lapse in case of defects fully or partly caused by improper use, normal wear and tear, negligence on the part of Customer, repairs or maintenance by a third party, actions contrary to NLR's instructions or if Customer has not ceased to use the Results after discovering the defect.
- Warranty claims will lapse after expiration of the period specified in the Proposal or if they have not been submitted to NLR in writing within twenty-one (21) calendar days after the defect arose or could reasonably have been discovered.
- In the event of a warranty claim, NLR may choose between a new delivery of the Results or rectification of the Results delivered.
- Rectification of an identified defect is considered failed after two unsuccessful attempts, unless a different criterion is appropriate for the type of Result or defect.

#### ARTICLE 10 ITEMS/INFORMATION MADE AVAILABLE BY CUSTOMER

- If the parties have agreed that Customer will make certain items and/or information available to NLR for the performance of the Contract, NLR is not obliged to start performing or continue with the Work until Customer has provided such items and/or information in the agreed form, quantities and quality.
- NLR will retain the items and/or information (or the remainder thereof) made available by Customer until twenty-one (21) calendar days after the agreed final delivery by NLR, unless otherwise agreed. If costs are involved in storing the items and/or information, NLR may charge these costs to Customer. After the stated maximum retention period, NLR may dispose of the

- items and/or information. Any costs incurred for such disposal will be borne by Customer.
3. If the items made available by Customer are potentially hazardous, Customer will clearly mark them, in the usual and (if relevant) legally prescribed manner and have them accompanied by instructions for safe storage and use.

#### ARTICLE 11 PURCHASED ITEMS

All tools, materials, instruments or equipment acquired by NLR for the performance of the Work will become property of NLR unless otherwise agreed.

#### ARTICLE 12 LIABILITY

1. The parties are only liable for damage or loss resulting from a culpable failure in the performance of their obligations. This liability is limited to foreseeable and normal damage or loss.
2. The parties' liability for damage or loss arising from death or personal injury will be determined by the applicable statutory provisions.
3. The parties will not be liable for loss or damage caused by Force Majeure within the meaning of article 13 'Force Majeure' nor for indirect or consequential damage or loss.
4. NLR is furthermore not liable for:
  - a. loss or damage resulting from defects in items supplied to NLR by third parties, including software, which NLR passes on to Customer, unless and insofar as NLR can recover such loss or damage from its supplier;
  - b. loss or damage resulting from defects in items, including software, supplied by Customer to NLR and returned by NLR to Customer;
  - c. loss or damage resulting from the (improper) use of the Results. Customer indemnifies NLR against any third-party claims caused by the use or incorrect use of the Results by Customer and/or by third parties;
  - d. loss or damage caused by incorrect, incomplete or unlawful information provided by Customer to NLR;

- e. loss or damage as a result of the Results not being patentable.
5. NLR's contractual liability for direct damage or loss suffered by Customer will be limited to the price referred to in article 5 'Price', but will never exceed five hundred thousand euros (€500,000).
6. Subject to article 18 'Site visit', the parties are liable for damage or loss and personal injury suffered on the other party's premises.
7. The exclusions and limitations contained in this article 12 will not apply in case of wilful intent, gross negligence or breach of confidentiality obligations.

#### ARTICLE 13 FORCE MAJEURE

1. A party will not be liable for failure to perform its obligations under the Contract (in a timely manner) if it is caused by an event beyond its control, such as war, threat of war, insurrection, new import- or export-restrictions imposed by a government authority, transportation problems, acts of terrorism, pandemics, epidemics, fire and natural disasters, hereinafter referred to as "**Force Majeure**". This includes illness or unavailability of an NLR-employee if in reason no substitute can be found.
2. In the event of Force Majeure, the affected party will notify the other party as soon as possible and the parties will consult to seek possible solutions. However, as long as the Force Majeure lasts, the affected party cannot be obliged to perform the obligations affected by the Force Majeure.
3. If a Force Majeure event continues for more than three (3) months, both parties have the right to terminate the Contract.

#### ARTICLE 14 INTELLECTUAL PROPERTY RIGHTS

1. Ownership of Foreground Information is vested in NLR. The parties may agree otherwise regarding the Results. Customer is granted a non-exclusive, full and free right to use the Results.
2. If Customer and NLR have agreed to transfer the intellectual property rights of the Results to Customer, such transfer will

only take place after Customer has performed its obligations under the Contract. NLR then retains a non-exclusive, full and free right to use the Results for non-commercial research activities.

3. The parties will continue to own or have title to the Background Information used in the performance of the Contract. Background Information will be treated as confidential by the other party in accordance with article 15 'Confidentiality'.

#### ARTICLE 15 CONFIDENTIALITY

1. Information considered confidential by the disclosing party and designated as such will be treated as strictly confidential by the receiving party for five (5) years after its disclosure, unless otherwise agreed.
2. These obligations of confidentiality do not apply to information that:
  - a. was already in the possession of the receiving party at the time of disclosure;
  - b. is generally known to the public or subsequently becomes so, other than through a wrongful act and/or omission by the receiving party;
  - c. has been lawfully obtained by the receiving party from third parties;
  - d. has been obtained or developed by the receiving party without using the disclosing party's confidential information;
  - e. must be disclosed by law or court order. The disclosing party will be immediately notified of such obligation so that it may seek to prevent or limit the disclosure of the information.The burden of proof for situations mentioned in paragraphs a - e above lies with the party invoking them.
3. Customer must treat the Proposal as confidential and may only use the information contained therein for the assessment of the Proposal. Reproduction or disclosure of information contained in the Proposal is not permitted without NLR's prior written consent.

#### ARTICLE 16 PUBLICATION

1. If a party wishes to publish about the Work or Results, prior written consent of the other party is required. The other party will

respond in writing to such request for consent within thirty (30) calendar days. Consent will not be unreasonably withheld.

2. NLR reports may only be published by Customer in unaltered form, verbatim and in their entirety, naming NLR as the author, unless otherwise agreed. In case Customer, without permission of NLR, publishes parts of the NLR report(s), NLR reserves the right to publish the report in its entirety.
3. Customer may not use reports created by NLR, or any part thereof, to give insight to others then directly interested parties including use by or for the benefit of third parties; for filing claims, taking legal action or for advertising or promotional purposes without NLR's prior written consent.
4. The parties may not use each other's trade name, logo or company profile without prior written consent.

#### ARTICLE 17 EXPORT CONTROL

1. The parties are both responsible for complying with the applicable export laws and regulations in the performance of the Contract and will inform each other of their existence in a timely manner.
2. The exporting or transit party will ensure that the licenses required for that purpose are applied for and obtained in a timely manner. Both parties will comply with the obligations of the applicable export license. The parties will mutually assist each other in obtaining the export license and will provide the necessary documents to each other upon first request.
3. If delivery of the Results is impeded by the applicable export regulations or competent authorities, NLR may suspend delivery of such Results until the required authorization is granted or the relevant restriction is lifted. Such a situation is considered Force Majeure within the meaning of article 13.
4. Each party indemnifies the other party against liability for its breach of the applicable license conditions.

#### ARTICLE 18 SITE VISIT

1. Visits to NLR must be requested in writing at least one (1) week in advance, together

- with the information and documents required for this purpose. NLR has the right to deny or restrict Customer and/or persons designated by Customer access to its premises, buildings or facilities.
2. Visitors must at all times comply with the conditions set by NLR for access to its premises, buildings and facilities, failing which NLR may refuse or restrict access to such visitor(s) without being in default.
  3. When visiting Customer's premises, buildings or facilities, NLR is required to comply with the regulations applicable on site.

#### ARTICLE 19 CHANGES

1. Changes and additions to the Proposal, Work, Contract or these General Terms and Conditions can only be agreed upon in writing by the parties' authorised representatives.
2. Agreed changes and/or additions will only apply to the relevant Contract and will not apply to future contracts between the parties.

#### ARTICLE 20 TERMINATION OF THE CONTRACT

1. The parties may terminate the Contract, without judicial intervention and without being liable to pay compensation, in whole or in part, if:
  - a. the other party, after having been given written notice of default, fails to perform its obligations within the reasonable period set;
  - b. performance by the other party is clearly (permanently) impossible;
  - c. the other party is subject to bankruptcy proceedings or similar (including insolvency, winding-up, administration by a liquidator or court, arrangement with creditors, suspension or transfer of business activities, et cetera); or
  - d. a Force Majeure event continues for more than three (3) months.
2. Customer may furthermore terminate the Contract in whole or in part if, in such case, NLR is compensated by Customer for all incurred and unavoidable costs, Work performed, Results delivered and possible

commitments, liabilities or expenses related to the Contract, insofar as they would otherwise constitute damage or loss for NLR as a result of the termination.

3. In addition, NLR may terminate the Contract if circumstances arise which are of such nature that performance of its obligations can no longer reasonably be required.
4. In the event of termination of the Contract by Customer, NLR will be compensated by Customer for all incurred or unavoidable costs, Work performed, Results delivered and any possible commitments, liabilities or expenses related to the Contract, unless the termination results from default in the performance of NLR's obligations.
5. The provisions in the Contract and these General Terms and Conditions that by their nature are intended to remain in effect after termination of the Contract, such as those relating to liability, intellectual property rights, rights of use, confidentiality, disputes and applicable law, will remain in full force after termination of the Contract, unless otherwise agreed.
6. The termination rights in this article 20 are without prejudice to any other rights a party may have under the applicable law.

#### ARTICLE 21 DISPUTES AND APPLICABLE LAW

1. Dutch law applies to the Contract and these General Terms and Conditions, without giving effect to the conflicts of law provisions thereof. The applicability of the 'UN Convention on Contracts for the International Sale of Goods' (the 'Vienna Sales Convention') is excluded.
2. Disputes relating to the Contract or these General Terms and Conditions that cannot be resolved by mutual agreement will be settled by the competent court in Amsterdam. The foregoing does not affect the parties' right to submit a dispute to arbitration by mutual agreement.
3. If any provision in these General Terms and Conditions or the Contract is void ("*nietig*") or voidable ("*vernietigbaar*") under the applicable law, the remaining provisions will remain in full force. In such case, the



parties will agree in good faith on an alternative provision that replaces the void or voidable provision and that, to the extent possible, fulfils the purpose of the original provision.

Amsterdam, 7 February 2025