

General Terms and Conditions of Trade
LeydenJar Technologies B.V.

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Last updated: April 2020

These are the general terms and conditions of trade (the “**Conditions**”) of LeydenJar. LeydenJar is a hightech venture pioneering in innovative battery technology to boost the energy density of Li-ion battery cells for inter alia consumer electronics, electric vehicles, and residential energy storage. For more information, refer to our website: www.Leyden-Jar.com (the “**Website**”).

Excluding any conditions or stipulations of third parties, these Conditions apply to all offers, Orders, Agreements, and other dealings between LeydenJar and its Customers. LeydenJar offers its Products and Services on the condition that the Customer accepts these Conditions. LeydenJar may amend these Conditions from time to time at its own discretion. The latest version of the Conditions always applies between LeydenJar and the Customer.

1 Definitions

- 1.1 **LeydenJar:** Leydenjar Technologies B.V., a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) under Dutch law, having its registered office in Leiden (2333 CG) at Robert Boyleweg 4, and registered in the trade register of the Dutch Chamber of Commerce under number 65766539.
- 1.2 **Customer:** the legal entity who places an Order to purchase Products and/or Services from LeydenJar and enters into an Agreement with LeydenJar or negotiates with LeydenJar to conclude an Agreement.
- 1.3 **Order:** any order that the Customer grants to LeydenJar to deliver Products and/or Services, in whatsoever shape or form, be it verbally and/or in writing, such as but not limited to, by phone, by e-mail or by purchase order.
- 1.4 **Agreement:** the agreement established between LeydenJar and the Customer at the time that LeydenJar accepts an Order, including any amendment or supplement thereto.
- 1.5 **Parties:** LeydenJar and the Customer, together.
- 1.6 **Products:** all products provided by LeydenJar to the Customer pursuant to the Agreement, including all (associated) Software, drawings and all other materials, parts, test samples, packaging and labels.
- 1.7 **Services:** all (consultancy and other) services related to the Products provided by LeydenJar to the Customer pursuant to the Agreement.
- 1.8 **Specifications:** the (quality) requirements, attributes, certifications and other specifications of the Products and/or Services as laid down in the Order and/or otherwise agreed between the Parties in writing.

2 Offers and quotations

- 2.1 Any offers and quotations from LeydenJar are without obligation, unless agreed to otherwise in writing. No rights can be derived from an offer or quotation for a future Order or Agreement.
- 2.2 An offer or quotation is based on a specific request from the Customer and only applies to such specific request. On preparation of the offer or quotation, LeydenJar may assume that the data provided by the Customer is correct and complete.
- 2.3 All images, specifications and details in offers and quotations are indicative and cannot be a reason for compensation of any damages or termination of the Agreement.



3 Establishment and execution of the Agreement

- 3.1 The Agreement between Parties is established either at the time that LeydenJar accepts an Order from the Customer in writing (including, but not limited, by e-mail), or when LeydenJar executes the Order. LeydenJar has the right to refuse Orders without giving any reason.
- 3.2 The Customer cannot unilaterally amend and/or cancel an Order after the Agreement is established.
- 3.3 If Parties agree that LeydenJar shall deliver Products and/or Services in addition to an Order already placed, a separate Order shall be agreed for this which shall form part of the Agreement already concluded.
- 3.4 LeydenJar shall fulfil its obligations under the Order and/or Agreement as an independent contractor. Parties, as well as its personnel, acknowledges that they are not an agent, distributor or representative of the other Party and has no authority to bind the other Party in any way. Nothing in these Conditions and the Agreement shall be construed as constituting or implying any partnership or joint venture between the Parties.

4 LeydenJar Products and Services

- 4.1 The Products and Services offered by LeydenJar include, but are not limited to, silicon deposited (samples of) (anode) sheets and rolls, production equipment thereto, the technology developed and used for the production of such silicon deposited (anode) sheets and rolls and/or for the production equipment thereof, as well as its consultancy services in respect of the deployment and roll out of both the sheets/rolls and the production technology/equipment related thereto, for niche applications or to e.g. boost the energy and power density of Li-ion battery cells for consumer electronics, electric vehicles, residential energy storage, as well as support for other entities to develop products and applications based on its Products and Services, depending on the wishes of the Customer and the content of the specific Order.
- 4.2 The Customer acknowledges that the constant changes in technology – particularly the innovations in the technology underpinning the Product – require flexibility in the execution of the Agreement by LeydenJar, and therefore a reasonable amount of freedom for LeydenJar in delivering the Product and/or Services. Therefore, the Agreement entails a reasonable efforts obligation for LeydenJar to deliver the Product and/or Services which as best as reasonably possible fulfils the Order and Specifications, if any, agreed with the Customer.
- 4.3 LeydenJar will ultimately be autonomous and independent in the development and delivery of the Product and/or Services, and has a certain amount of freedom in achieving the Product and/or Services. LeydenJar will deliver the Product and/or Services to the best of its knowledge and ability, at its own discretion and without being supervised or managed by the Customer.
- 4.4 LeydenJar will be allowed to deviate from the Order and Specifications set out there in, if any, in the event changes in technology and/or laws- and regulations reasonably require this. Additional costs associated with such deviations will be payable by the Customer. The Customer will be informed if such events have a material impact on the costs.
- 4.5 Except where the Products are specifically ordered in writing against test samples supplied by LeydenJar and the Order expressly refers to those test samples, any and all test samples supplied by LeydenJar are supplied for information only. Where the Customer requires an additional warranty that the Products comply with such a sample, the Customer must communicate the same to LeydenJar prior to the issue of an Order. The Order shall refer to any additional warranty (in the form of an additional Specification) to which LeydenJar may agree. LeydenJar does not give any further warranty about compliance of the Products with any sample.
- 4.6 LeydenJar hereby reserves the right to make modifications to the Products and/or Services at any time. However, LeydenJar is not and shall not be at any time obliged to make such modifications to Products and/or Services already delivered to the Customer.



5 Delivery and packaging of Products

- 5.1 LeydenJar will deliver the Products to the Customer Free Carrier (FCA) at the point of delivery stated in the Order in accordance with the version of Incoterms in effect as of the date of the Order, unless agreed otherwise in writing.
- 5.2 Shipment is at the Customer's risk, unless otherwise agreed by the Parties in writing. If shipment is impossible or delayed, risk passes to the Customer upon LeydenJar's notification of readiness for shipment.
- 5.3 If no particular method of shipment has been agreed in advance, shipment – including insurance thereof - shall take place according to LeydenJar's best judgment, no obligation being imposed on the latter to use the cheapest method of shipment. Shipment expenses have to be reimbursed to LeydenJar by the Customer.
- 5.4 Delivery time starts after the Agreement has been established. No rights can be derived from the named delivery times, if any, and exceeding a delivery time does not result in entitlement to compensation of damages or termination of the Agreement.
- 5.5 The Agreement can only be terminated if delivery is permanently impossible. LeydenJar is not liable for all direct and indirect damage resulting from failure to deliver, or to deliver on time or in full, unless arising from LeydenJar's wilful misconduct or gross negligence.
- 5.6 Products will be delivered at the address indicated by the Customer in the Order. The Customer can no longer change the address if the Products have already been sent.
- 5.7 Unless agreed to otherwise, packaging costs are included in the price. Acceptance by the carrier without an endorsement on the consignment note or receipt, serves as proof that the packaging was in a good condition. Packaging materials will only be taken back for the price charged in advance, if this has been agreed explicitly.
- 5.8 The Customer has no right to refuse taking delivery of the Products sold or to return them, unless LeydenJar has agreed to this in writing.
- 5.9 If the Customer refuses to take delivery of the Products or returns them without LeydenJar having stated its agreement to this in writing and LeydenJar receives delivery thereof, each time this will be for the account of and at the risk of the Customer. The Products will be stored either by LeydenJar for the account and risk of the Customer and kept at the disposal of the Customer, without any acknowledgement of any kind being derived from it, or LeydenJar has the right to terminate the Agreement without prejudice to its right to full compensation, at its discretion.

6 Software

- 6.1 LeydenJar's Product may consist of, may include or may be supplied with software (the "**Software**").
- 6.2 The Software generates production data, such as but not limited to machine performance, machine settings input data and output data and so on. LeydenJar will collect such data for the purpose of gathering more information to improve settings and understand relationships between settings and outcome in order to maintain, enhance and further develop its Products and Services.
- 6.3 The Software will be provided 'as is'. LeydenJar will make reasonable efforts to provide the Software to Customer, however, LeydenJar does not make any commitments with regard to the availability, continuity, functionality or usability of the Software, nor does it make any other commitments other than those expressly set out in these Conditions.
- 6.4 LeydenJar has the right to partially or entirely terminate, suspend or alter the provision of the Software at any time, without prior notification, and for any reason at its sole discretion, for example (without limitation) if LeydenJar has reason to believe that Customer acts in violation of these Conditions, applicable law or the rights of a third party, or LeydenJar decides to cease or alter one or more of its Software in general.



6.5 LeydenJar shall at all times use reasonable efforts to facilitate the Software and keep the Software accessible at all times. However, as LeydenJar will continuously improve the Software, some changes will be made to the Software and occasional scheduled maintenance downtime of the Software can be expected.

6.6 LeydenJar reserves the right to wholly or partially use third parties to supply the Software at any time.

7 Services

7.1 LeydenJar provides Services such as, but not limited to, consultancy, installation, instruction, joint development, testing and design. All Services are subject to availability.

7.2 The (description of) the Services to be provided by LeydenJar shall be set out in the Order. All Services provided by LeydenJar will be performed subject to the provisions in the Order.

7.3 LeydenJar may make changes to the Services which are necessary to comply with any applicable law or safety requirements. LeydenJar will notify the Customer of these changes.

7.4 LeydenJar shall use reasonable endeavours to provide the Services by the date agreed with the Customer, but does not accept any liability for failure to deliver within the stated time where this is caused by circumstances beyond LeydenJar's reasonable control. If a delay is likely, LeydenJar shall notify the Customer.

7.5 If the Order has been concluded for Services provided by a particular person, LeydenJar will always be entitled to replace that person with one or more other equally qualified persons.

7.6 The Customer will ensure that its employees and other independent contracting parties fully cooperate with (employees of) LeydenJar in the provision of Services and will adequately provide (employees of) LeydenJar with all the information that is reasonably required in order to properly perform the Services.

7.7 The Customer will provide an adequate and safe work area, insofar as the Services are performed at the Customer. The Customer will ensure that employees of LeydenJar are informed about any local health and safety regulations.

7.8 Should any additional Services be provided to the Customer in addition to Services already provided, LeydenJar will submit an additional invoice for such Services.

8 Prices

8.1 The Products and/or Services will be delivered at the prices specified in the Order, unless agreed otherwise in writing.

8.2 LeydenJar may increase the prices intermediately if unforeseen cost-increasing circumstances occur after establishment of the Agreement.

8.3 Prices are in Euros and exclusive of any expenses made by LeydenJar as well as exclusive of VAT and other government levies, unless agreed otherwise in writing.

9 Payment

9.1 LeydenJar may submit an invoice for the amount to be paid for the Order within fourteen (14) days upon its acceptance of the Order. The Customer must pay within fourteen (14) days after the invoice date, unless agreed to otherwise in writing.

9.2 If agreed by Parties in the Order, LeydenJar may submit an advance invoice for a partial or full advance payment. This invoice will be issued by LeydenJar at the start of the provision of the Services and/or delivery of the Products. Payment of the rest of the amount stated in the Order will take place upon receipt of the corresponding invoice issued by LeydenJar and in accordance with clause 9.1.



- 9.3 If the Customer does not pay the invoice within the prescribed period it is immediately in default, without notice of default being required. The Customer then owes LeydenJar interest of the statutory commercial interest rate plus two(2)% as well as collection and extrajudicial costs. Interest is calculated from the moment that the Customer is in default until the moment that the Customer has paid the amount in full.
- 9.4 If the Customer is in default of any payment obligation, LeydenJar has the right to suspend execution of any current Agreement until payment has been made, even if a fixed delivery time has been agreed upon, unless the Customer has provided security for payment at the request of and to the satisfaction of LeydenJar.
- 9.5 In case the Customer has several debts towards LeydenJar, LeydenJar reserves the right to set off payments first against older debts of the Customer and, in this event, LeydenJar shall inform the Customer of the effected set-off. If additional costs and interest have already arisen, LeydenJar reserves the right to set the payment off first against the additional costs, then against the interest, and finally against the principal claim (i.e., the invoiced amount corresponding to the Products delivered and/or Services supplied).
- 9.6 The Customer waives its right to invoke suspension (*opschorting*) or settlement (*verrekening*) in respect of LeydenJar.

10 Guarantees and Complaints

- 10.1 When the Products and/or Services are delivered and/or provided by LeydenJar, the Customer (through its representatives, personnel or through the person carrying out the transportation) has the obligation to verify the status of the Products and/or Services. In case the Customer detects the existence of any defects or shortcomings in accordance to the Order, it shall have the obligation to immediately inform LeydenJar in relation thereto.
- 10.2 The Customer can no longer claim for any defects of the delivered Products and/or provided Services if it has not protested to LeydenJar within two (2) weeks after receipt of the Products and/or Services in writing, including a description of the complaint and stating the Order number. In lack of such notification, it shall be presumed that LeydenJar has properly fulfilled the obligation to deliver the Products and/or provide the Services and that the Products and/or Services are in accordance with the (Specifications in the) Order.
- 10.3 LeydenJar is not liable for variances which are common practice in the industry, nor for minor technical or unavoidable variances, as regards the quality, colour, size, volume, thickness, weight, etc.
- 10.4 If the Customer believes that the delivered Products and/or Services do not comply with the Order, then it must immediately notify LeydenJar thereof and provide an opportunity for the delivered Products and/or provided Services to be inspected. Products already sold on by the Customer are deemed to have been approved and accepted by it.
- 10.5 The burden of proof regarding the existence of any defects as mentioned in clause 10.1 or any non-conformity as mentioned in clause 10.4 or the fact that these had been known or should have been known by LeydenJar lies upon the Customer.
- 10.6 If a complaint in the context of this clause is well-founded, at its discretion LeydenJar will either pay fair compensation of damages up to the invoice value of the delivered Products and/or provided Services to which the complaint relates, or to replace the delivered Products free of charge on return delivery by the Customer of the originally delivered Products. LeydenJar is not liable for further compensation of damages and compensation of indirect damages.
- 10.7 The right of guarantee claims is granted solely to the Customer and cannot be assigned to third persons.



11 Reservation of ownership

- 11.1 The Products, as well as any other information, products or materials supplied by LeydenJar to the Customer in the execution of the Agreement, remain fully owned by LeydenJar until the Customer has fulfilled all its obligations arising from the Agreement. Intellectual Property Rights are excluded from this provision, because they always remain vested in LeydenJar.
- 11.2 The Customer will do everything that can be reasonably expected of it to secure the properties of LeydenJar.
- 11.3 If LeydenJar wishes to exercise its ownership rights, the Customer will provide unconditional and irrevocable consent to LeydenJar to enter all places where the properties are situated, so that LeydenJar can recover the property.

12 Intellectual Property Rights

- 12.1 Parties are the exclusive owner of all existing intellectual property rights of Parties at the time of conclusion of the Agreement.
- 12.2 LeydenJar is the exclusive owner of all intellectual property rights vested in and/or arising from the Products and/or Services, such as but not limited to: patents, patent applications, trademarks, trademark applications, service marks, trade names, copyright, trade secrets, licences, domain names, know-how, ownership rights and procedures (the “**Intellectual Property Rights**”). LeydenJar is also the exclusive owner of all Intellectual Property Rights in and relating to all other products, services and information provided by LeydenJar.
- 12.3 All further Intellectual Property Rights that have been and will be developed within the framework of the Agreement, belong exclusively to LeydenJar.
- 12.4 As long as the Customer complies with all its obligations, LeydenJar grants a non-transferable, non-exclusive, non-sublicensable, royalty-free licence for the use of the Intellectual Property Rights in accordance with the purposes as described in or known at the time of concluding the Agreement (the “**Licence**”). If the Customer no longer complies with its obligations, LeydenJar can withdraw this Licence with no notice of default being required or any compensation being due.
- 12.5 The Customer may not sell or transfer the Licence without LeydenJar’s prior written consent. LeydenJar has the right to withhold such consent for any reason, and to take action on any selling or transferring of the Licence by the Customer.
- 12.6 Any use of the Intellectual Property Rights by the Customer in breach of this Agreement gives LeydenJar the right to immediately terminate this Agreement and take legal action against the Customer.
- 12.7 The Customer shall immediately notify LeydenJar in writing if, to the Customer's knowledge, any of the Customer's former, current or future directors, officers, employees, subcontractors, agents, consultants or customers, or any third person or party infringes upon any Intellectual Property Rights, or any or any element and/or part thereof, or attempts to engage in any of the foregoing activities.
- 12.8 The Agreement, the Order and these Conditions do not include any transfer of Intellectual Property Rights to the Customer.

13 No reverse engineering and no analysis

- 13.1 Customer agrees not to, and not to authorize or knowingly permit any of its current or future directors, officers, employees, subcontractors, agents, consultants, customers or any third person or party to decompile, disassemble or reverse engineer the Products and/or Services or any element and/or part thereof, or attempt to engage in any of the foregoing activities.
- 13.2 In addition to clause 13.1, the Customer agrees not to, and not to authorize or knowingly permit any of its current or future directors, officers, employees, subcontractors, agents, consultants, customers



or any third person or party to analyse the Products and/or Services or any element and/or part thereof, or attempt to engage in any of the foregoing activities, by, including but not limited to, carrying out Scanning Electron Microscopy, Transmission Electron Microscopy and/or Brunauer-Emmett-Teller surface area analysis.

- 13.3 The Customer shall immediately notify LeydenJar in writing if, to the Customer's knowledge, any of the Customer's former, current or future directors, officers, employees, subcontractors, agents, consultants or customers, or any third person or party analyses, decompiles, disassembles or reverse engineers the Product(s) and/or Services or any or any element and/or part thereof, or attempts to engage in any of the foregoing activities.
- 13.4 In addition to other legal rights to compensation, if the Customer, any of its associated persons and related persons or any person or entity to whom Products and/or Services are provided under the Agreement, breaches this clause 13, the Customer shall for the benefit of LeydenJar without any demand or prior notice, forfeit an immediately payable penalty of EUR 250,000 per breach and a penalty of EUR 10,000 for every day that the breach continues, commencing on the day of the breach, payable immediately.

14 Confidentiality

- 14.1 All confidential information which LeydenJar and the Customer exchange within the context of the Agreement and any negotiations, will remain undisclosed in respect of third parties. Information is considered confidential if this results from the nature of the information or the information is explicitly regarded as confidential by LeydenJar and/or the Customer.
- 14.2 LeydenJar and the Customer will not use or disclose the confidential information for any purpose other than is necessary in connection with the execution of the Agreement.
- 14.3 LeydenJar and the Customer are not liable for compensation of damages or indemnification, if they are required by law to disclose the confidential information and comply with this statutory duty.
- 14.4 For the sake of clarity, and notwithstanding the foregoing in clauses 14.1 to 14.3, the Customer will during the term of the Agreement possibly become familiar with various trade secrets of LeydenJar, its subsidiaries and affiliates, including, but not limited to, processes, designs, compilations of information, pricing techniques, product plans. The Customer acknowledges and agrees that the trade secrets fall within the scope of 'confidential information' and therefore:
- (a) are secret and not known in the industry;
 - (b) give LeydenJar an advantage over competitors who do not know or use the trade secrets;
 - (c) are of such value and nature as to make it reasonable and necessary to protect and preserve the confidentiality of secrecy of the trade secrets;
 - (d) are valuable, special and unique assets of LeydenJar, the disclosure of which could cause substantial injury and loss of profits and goodwill to LeydenJar;
 - (e) the Customer will therefore not disclose or use any confidential information, know-how or trade secrets of LeydenJar for any other purpose than necessary in connection with the Agreement.
- 14.5 In addition to other legal rights to compensation, if the Customer, any of its associated persons and related persons or any person or entity to whom confidential information is disclosed (under the Agreement), breaches this clause 14, the Customer shall for the benefit of LeydenJar without any demand or prior notice, forfeit an immediately payable penalty of EUR 250,000 per breach and a penalty of EUR 10,000 for every day that the breach continues, commencing on the day of the breach.



15 Liability

- 15.1 LeydenJar cannot be held liable in any way by the Customer for direct damages of any nature whatsoever suffered by anyone as a result of or in connection with the Products and/or Services delivered by LeydenJar, unless arising from LeydenJar's wilful misconduct or gross negligence.
- 15.2 LeydenJar's liability for indirect damages, including but not limited to consequential damages, lost profits, lost savings, reduced goodwill, loss due to business interruption, losses as a result of claims from third parties, loss due to chemical reactions of the Products and/or Services, and damages in connection with engagement of third parties by the Customer, as a result of or in connection with the Products and/or Services delivered by LeydenJar, is excluded.
- 15.3 LeydenJar is not liable for any loss arising in the execution of the Agreement due to LeydenJar acting on incorrect or incomplete information provided by the Customer.
- 15.4 LeydenJar is not liable for any damages or losses if it decides at its discretion it cannot deliver the Product and/or Services to the Customer due to safety reasons.
- 15.5 LeydenJar is not liable for any damage or loss, in any form whatsoever, caused to or by the Products and/or Services as a result of errors or defects in the Products and/or Services, as a result of improper packaging and/or shipping or as a result of non-compliance with the Order and/or Conditions, such as, in the event of failure to deliver the Products and/or Services on time or in full, due to unforeseen circumstances and/or force majeure.
- 15.6 LeydenJar is not liable for any damage and loss arising from or as a result of acts and omissions by the Customer, its personnel or third parties involved by the Customer and/or LeydenJar in the performance of the Agreement.
- 15.7 The Customer shall, at its own expense, take out adequate insurance to cover all contractual and extra-contractual liability, whereby recourse against LeydenJar is excluded.
- 15.8 If, for any reason, LeydenJar is liable, then its liability is limited to an amount of 50% of the invoice price of the Agreement to which the loss relates. LeydenJar's liability, in any case, is limited to losses for which it is insured and the amount that LeydenJar's insurer pays out in that particular case.

16 Indemnity

- 16.1 Insofar as is permitted by law, the Customer shall indemnify and compensate LeydenJar for any liabilities, damages, losses and costs (including settlement costs and reasonable attorneys' fees) arising from claims of third parties, its personnel and personnel of the Customer who suffer damages caused by execution of the Agreement, unless the cause is attributable to LeydenJar.
- 16.2 The Customer furthermore indemnifies LeydenJar against all claims of third parties, its personnel and personnel of the Customer in connection with damages caused by or in connection with the Products and/or Services, including any form of product liability of LeydenJar with regard to the Products.
- 16.3 If third parties challenge LeydenJar in situations as described in clause 16.1 to 16.2, the Customer shall support LeydenJar both outside and in legal proceedings and do all that can be expected of it.

17 Cooperation in Product Recall

- 17.1 A "Product Recall" is understood to be the recall of unsafe or defective Products, as well as Products that do not comply with the Specifications, from the marketplace.
- 17.2 In the case of a Product Recall, the Customer grants its most extensive cooperation to LeydenJar, *inter alia* in the implementation of corrective measures, to limit the loss as a result of the Product Recall. Insofar as is possible, the Customer will immediately make an effort to recall the Products from the market.



- 17.3 The Customer will inform LeydenJar about every defective and/or unsafe Product that may be eligible for a Product Recall, as soon as such a Product is discovered or as soon as the Customer becomes aware of it.
- 17.4 The Customer will ensure that the Products only circulate further in the market in a manner in which the Products are and remain traceable for the purpose of e.g. a Product Recall.
- 17.5 The provisions in these Conditions regarding liability equally apply in the case of a Product Recall.

18 Duration and termination of Agreement

- 18.1 LeydenJar and the Customer conclude the Agreement for an indefinite period of time, unless agreed to otherwise in writing.
- 18.2 If an Agreement is explicitly limited regarding its contents or duration, the Agreement will automatically terminate on fulfilment of the contents or duration.
- 18.3 LeydenJar may terminate the Agreement immediately, without being obliged to pay compensation of damages or indemnify, in the following cases:
- 18.3.1 the Customer is bankrupt or in suspension of payment;
 - 18.3.2 the Customer is being dissolved or liquidated;
 - 18.3.3 the Customer ceases to conduct business in the normal course;
 - 18.3.4 due to other circumstances, the Customer no longer has the right to freely manage its assets.
- 18.4 LeydenJar may cancel or terminate the Agreement immediately, without notice of default being required, if the Customer does not comply, does not fully comply, or does not comply in good time with its obligations under the Agreement. This particularly includes (but is not limited to) that the Customer is not in a position to compensate any pre-financing that LeydenJar has undertaken on behalf of the Customer within fourteen (14) days to LeydenJar. On non-compliance of its obligations, the Customer must pay compensation of damages to or indemnify LeydenJar.
- 18.5 In the event of termination of the Agreement based on paragraphs 18.3 and 18.4 of this clause, the full purchase price for Products and/or Services that have already been delivered is immediately due and payable.
- 18.6 The provisions of clauses 9, 10, 11, 12, 13, 14, 15, 16, 17, 18.6, 19, 21 and 22 of these Conditions shall survive and remain in full force and effect regardless of the termination of the Agreement.

19 Force Majeure

- 19.1 LeydenJar may, at its discretion, terminate the Agreement or suspend its execution if, due to circumstances beyond its sphere of influence or of which it was not aware, it temporarily cannot comply with its obligations without being liable to pay any compensation of damages.
- 19.2 If, prior to force majeure entering into force, LeydenJar has complied with the obligations under the Agreement and this part independently has value, then LeydenJar may submit an invoice for such fulfilled part.

20 Privacy

- 20.1 LeydenJar complies with the General Data Protection Regulation and other relevant legislation and regulations concerning the protection of personal data. LeydenJar's Privacy Policy – which is published on the Website - describes which personal data LeydenJar processes.



21 Other

- 21.1 If LeydenJar does not enforce parts of these Conditions and/or the Agreement, this cannot be regarded as a waiver of the right to enforce this at a later stage against the Customer.
- 21.2 The Customer cannot transfer its rights and obligations under these Conditions and/or the Agreement to third parties. LeydenJar can assign and/or transfer all rights and obligations under these Conditions and/or the Agreement to a third party, without consent from the Customer being required.
- 21.3 If any provision of these Conditions and/or the Agreement is deemed unlawful, void, voidable or otherwise unenforceable, this does not affect the validity and enforceability of the remaining provisions of these Conditions and/or the Agreement. The unlawful, void, voidable or otherwise unenforceable part shall be deemed replaced by a valid and enforceable provision that achieves the aim and scope of the replaced provision closely.
- 21.4 If at any time any provision of these Conditions conflicts with the Agreement, the Agreement shall prevail.

22 Applicable law and competent court

- 22.1 These Conditions and all Agreements between LeydenJar and the Customer are exclusively governed by Dutch law.
- 22.2 Unless contrary to mandatory law, all disputes and claims arising out of or in connection with these Conditions and/or an Agreement must be submitted solely to the competent court in Amsterdam.

23 Queries, remarks and suggestions

LeydenJar wants to offer its Customers an optimum service. For any queries, remarks or suggestions, please contact LeydenJar using the contact details below or via the contact form on the Website. LeydenJar will endeavour to respond to messages within five (5) working days.

LeydenJar

Robert Boyleweg 4

2333 CG Leiden

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Chamber of Commerce no.: 65766539

VAT Number: 8562 509 95B01

