

**General Terms and Conditions of the private company with limited liability European Hardware Solutions B.V. (file number Chamber of Commerce 18080985), having its registered office in Gilze en Rijen, having its place of business in Rijen at the Kempenbaan 34.**

**Article 1 – Definitions and applicability**

1. For the purpose of these general terms and conditions “user” is understood as the private company with limited liability European Hardware Solutions B.V., having its registered office and its place of business in Rijen, whilst “other party” is understood as the party who invited the user to present an offer and/or with whom the user concluded an agreement.
2. These general terms and conditions are applicable to any and all offers made to the other party by the user and to any and all agreements, quotations and orders concerning the performance of work, the delivery of goods and/or the supply of services or by any other name, and under any title whatsoever, concluded by and between the user and the other party.
3. Deviations from these terms and conditions are only valid to the extent that the user has expressly accepted the same in writing.
4. The general terms and conditions of the other party are explicitly not applicable. These general terms and conditions shall at all times prevail over possible general terms and conditions of the other party. Also if the terms and conditions of the other party contain a provision of a similar scope as intended in the previous sentence the general terms and conditions of the user shall at all times prevail over these kinds of possible terms and conditions of the other party.
5. By accepting the offer, placing orders and/or awarding contracts the other party waives its general or other terms and conditions and acknowledges to accept these general terms and conditions of the user.
6. In case of a discrepancy in case of possible translations of these general terms and conditions the original Dutch version of these terms and conditions shall always exclusively be decisive.
7. Should any provision of these general terms and conditions be invalid or cancelled then the other provisions of these general terms and conditions shall remain in full force and effect. The user and the other party shall, as the occasion arises, enter into discussions in order to agree on new provisions in replacement of the invalid or cancelled provisions in the court of which the objective and the scope of the original provisions must be taken into account as much as possible.
8. In case of obscurity about the interpretation of one or more provisions of these general terms and conditions the interpretation shall need to take place “in the spirit” of these provisions.
9. If a situation occurs between the parties that has not been regulated in these general terms and conditions then this situation shall need to be assessed “in the spirit” of these general terms and conditions.
10. If the user does not always desire strict compliance with these general terms and conditions then this shall not imply that the relevant provisions are not applicable or that the user would in any way forfeit the right to in other instances desire strict compliance with the provisions of these terms and conditions.

#### **Article 2 – Offers**

1. The offers of the user (made in any form whatsoever) are subject to contract.
2. An offer expires if the product to which the offer is related is meanwhile no longer available.
3. The offers of the user are based on implementation of the agreement under normal circumstances and during the normal working hours of the user.
4. The offers of the user are based on data supplied by the other party. The offers of user are not valid if incorrect information or data provided by the other party has been used.
5. The user cannot be bound by its offers if the other party can within reason understand that the offers, or a part thereof, contain an apparent error or clerical error.
6. A combined quotation does not commit the user to perform a part of the contract at a corresponding part of the quoted price. Offers are not automatically applicable to future orders.

#### **Article 3 – Acceptance**

1. Agreements between the user and the other party are only concluded when the other party accepts an irrevocable offer in a timely fashion or when the user expressly accepts an offer of the other party.
2. If the acceptance by the other party differs (whether or not on subordinate points) from the proposal included in the offer then the user shall not be bound by the same. The agreement shall in that case not be concluded in accordance with these different provisions, unless the user indicates otherwise.
3. The express acceptance of an offer by the user follows from its written confirmation or its commencement with the implementation of the agreement.
4. Only the board of the user and the people who have, according to the registration in the trade register of the Chamber of Commerce, power of attorney on behalf of the user shall be authorised to conclude binding agreements for the user.

#### **Article 4 – Prices**

1. All prices are, unless stipulated otherwise in writing:
  - a. excluding possible taxes by virtue of the agreement, including VAT;
  - b. excluding delivery ex works of the user;
  - c. excluding packaging material.
2. The user is entitled to increase the stipulated prices if and to the extent that after conclusion of the agreement one or more circumstances on which the cost price calculated by the user was based change, even if this change (these changes) was (were) foreseeable.

#### **Article 5 – Delivery**

1. Indicated delivery periods shall never be qualified as fatal deadlines, unless expressly stipulated otherwise. In case of late delivery the user must therefore be given written notice of default in the course of which the user is yet granted a reasonable period for compliance.
2. The delivery period commences after conclusion of the agreement, after the user has received all required data from the other party, after compliance with the required formalities and after receipt by the user of the stipulated price or the stipulated advance.
3. The delivery period is based on the work conditions at the user known at the time of the conclusion of the agreement and a normal delivery of the required goods by third parties. If through no fault of the user a delay occurs due to a change in the

- aforementioned work conditions or due to late delivery of the aforementioned goods by third parties then the delivery period is, where necessary, extended.
4. The stipulated goods or services are deemed to have been delivered or supplied when the goods or services are offered to the other party for the first time in conformity with the agreement.
  5. When after the expiry of the stipulated delivery period the other party has not taken receipt of the goods then the user shall keep these goods available for the other party and store these at the expense and risk of the other party in the course of which the user immediately obtains a right of recourse.
  6. The user is entitled to have third parties perform certain activities.
  7. The user is entitled to implement the agreement in different phases and to invoice the thus implemented part separately. If the agreement is implemented in phases then the user can suspend the implementation of those parts that pertain to a subsequent phase until the other party approved the results of the previous phase in writing.
  8. Overstepping of the delivery period shall not entitle the other party to fully or partly dissolve (have dissolved) the agreement, barring in case of intent or gross negligence of the user.
  9. Overstepping of the delivery period shall not entitle the other party to without judicial authorisation perform or have performed activities at the expense of the user for the implementation of the agreement.

#### **Article 6 – Force majeure**

1. If the implementation of the agreement is hindered or becomes exceptionally burdensome due to force majeure then the user shall be entitled to claim that the agreement is adjusted to the circumstances or to dissolve (have dissolved) the agreement or to suspend the implementation of the agreement for the duration of the hindrance.
2. For the purpose of these terms and conditions force majeure is understood as each and every circumstance or event that cannot be blamed on the user as a result of which compliance with an obligation can within reason not be requested.
3. For the purpose of these terms and conditions force majeure is, in any case, understood as, but is not limited to, war, threat of war, riots, molestation, fire, water damage, natural force, flooding, industrial action, sit-down strike, lockout, import and export restrictions, official measures, machinery breakdown, disruptions in the power supply, operational failure and force majeure of suppliers as well as the instance where the user is prevented by its own suppliers from complying with its obligations on account of the agreement.
4. The user is also entitled to rely on force majeure if the circumstance that prevents (further) compliance with the agreement occurs after the user should have complied with its obligation.
5. The other party can never derive any right to compensation from the dissolution, change and/or suspension of the implementation of the agreement as a result of force majeure.
6. Suspension, change or dissolution of the agreement on account of force majeure shall not release the other party from the obligation to pay that which has already been delivered and/or performed at the moment that the situation of force majeure occurs.

#### **Article 7 – Warranties and liability**

1. The user does not accept any further liability and does not provide any further warranties other than to the extent committed to by the user in writing at the time of conclusion of the agreement or granted by the manufacturer.

2. Warranty obligations are only complied with by the user with regard to goods that are still provided with the original barcode and of which the other party can demonstrate that they were delivered by the user.
3. The user is not liable for damages, of any nature whatsoever, resulting from the fact that the user departed from incorrect and/or incomplete data supplied by or behalf of the other party.
4. The user shall exclusively be liable for direct damages of the other party that can be attributed to the user.
5. The user shall never be liable for indirect damages, including consequential damages, lost profit, lost savings and losses due to business interruptions.
6. The user is never liable for damage that has arisen as a result of incorrect use of the product or work, including but not limited to the use for another purpose for which it is intended.
7. The aforementioned restriction of the liability of the user is equally applicable to the members of staff of the user and to third parties that the user relies on for the implementation of the agreement.
8. Without prejudice to the provisions set forth in the previous paragraphs each and every liability of the user, its staff and/or third parties relied on by the same shall always be limited to at most the invoice amount with regard to the relevant agreement, to the extent that this invoice amount has already been paid to the user by the other party and up to the part of the order to which the liability is related, all in consideration of the provisions set forth in paragraph 8.
9. The liability of the user shall in any case be limited to the amount of the benefit of the insurer of the user that provides actual cover for the relevant harmful event.
10. If the user, its staff and/or third parties relied on by the user are in connection therewith addressed by third parties then the other party shall fully indemnify the user, its staff respectively the third parties relied on by the same and compensate the same for everything that they shall need to pay to third parties.

#### **Article 8 – Complaints**

1. The inspection of the composition, quantity, dimensions, weight, packaging and/or other stipulated features of the delivered goods falls under the responsibility of the other party. If a relevant complaint is not filed immediately after receipt then the data on the consignment notes, delivery notes or similar documents are acknowledged as correct.
2. All other complaints must be filed with the user by the other party in writing as soon as possible, if the delivered goods are not complete and/or not correct a period of 2 workings days applies, failing which the other party is deemed to have accepted the delivered goods.
3. If the other party files a complaint in a timely fashion then this shall not suspend its payment obligation. In that case the other party shall still be held to take receipt of and pay for the other ordered goods or supplied services.
4. If the other party does not file a complaint in a timely fashion, hence not in conformity with the provisions set forth in paragraphs 2 and 3, then the other party shall no longer be entitled to repair, replacement or compensation.
5. Goods can only be returned by the other party after prior written consent of the user and after receipt of an identification number for the goods to be returned. The goods to be returned must be provided with the aforementioned identification number.
6. If it has been established that a good is defective and a relevant complaint has been filed in a timely fashion then the user shall, at the discretion of the user, either replace the

- defective good within a reasonable time limit after the return or, should a return within reason not be possible, after written notification of the defect by the other party, provide for repair or pay the other party an alternative compensation. In case of replacement the other party shall be held to return the replaced good to the user, unless the user indicates otherwise in writing.
7. If it is established that a complaint is unfounded then the relevant costs, including the examination costs, consequently incurred on the part of the user shall fully be at the expense of the other party.
  8. After expiry of the warranty period all costs for the repair or replacement, including administration and shipping costs and call-out charges, shall be passed on to the other party.
  9. In derogation from the statutory prescription periods the prescription period of all claims and defences vis-à-vis the user and the third parties relied on by the user for the implementation shall expire 1 year after the moment of the detection of the defect.

#### **Article 9 – Reservation of title**

1. The User remains the owner of the delivered goods as long as the Other Party:
  - A. fails or will fail to fulfil its obligations under these or other agreements;
  - B. claims that have arisen from non-fulfilment of the aforementioned agreements, such as damage, penalties, interest and costs, have not been paid.
2. Nonetheless, as from the moment of delivery the other party shall bear the risk for loss of or damage to these goods, resulting from any cause whatsoever, and/or for damages caused by these goods. The other party is held to insure the goods against fire, explosion and water damage as also against theft for the duration of the reserved title and to on demand provide the user insight into the policies of these insurances. In case of a possible benefit pursuant to the insurance the user shall be entitled to this benefit. Where necessary, the other party commits in advance vis-à-vis the user to provide cooperation to all that which should (could) be required or advisable in this context.
3. Goods delivered by the user that fall under the reservation of title pursuant to paragraph 1 cannot be resold and can never be used as means of payment. The other party shall not be authorised to pledge or otherwise encumber the goods that fall under the reservation of title. In case of a breach the purchase price shall immediately fall due in full. The foregoing is not applicable if it pertains to the normal business operations of the other party on condition that the other party stipulates the reservation of title for the benefit of the user upon the performance of these kinds of (legal) acts.
4. Without prejudice to the other rights allocated to the same the user is irrevocably authorised by the other party to, if the latter does not comply with the payment obligations vis-à-vis the user or late, take back the goods delivered by the same without any notice of default of judicial intervention being required or, if they have been assembled to movable or immovable property, disassemble and take the same back. In this respect the other party already provides its unconditional and irrevocable consent to the user and to third parties designated by the user to access those locations where the properties of the user are located.
5. When the user takes back goods it shall credit the goods that are taken back on the basis of the value that these goods have when taken back to the extent not higher than the invoiced amount.
6. The User has a right of pledge and right of retention in respect of all matters that he has or will have for whatever reason whatsoever and for all claims that he has or may have received from the other party in respect of anyone requesting such a deposit.

7. The other party must always do everything that can within reason be expected of the same in order to secure the ownership rights of the user.
8. If third parties impose an attachment on the goods delivered under the reservation of title or wish to establish rights on the same then the other party is held to immediately report this to the user.
9. If the other party has fulfilled its obligations after the goods have been delivered to him in accordance with the agreement, the retention of title with regard to these items will revive if the other party fails to fulfil its obligations under a later concluded agreement.

#### **Article 10 – Drawings and designs**

1. The user shall not be liable for inaccuracies in the designs, calculations, drawings and other information (carriers) that are made available to the user by or on behalf of the other party within the framework of the agreement.
2. The user is not held to examine the correctness of designs, calculations, drawings and other information (carriers) made available by or on behalf of the other party. The user can unreservedly depart from the correctness of the same. The user may also assume that the other party is the owner of the aforementioned data.
3. The other party indemnifies the user against claims of third parties with regard to inaccuracies in the information made available to the user by the other party.
4. The designs, drawings, samples, models and the like that are manufactured by or under the authority of the user and the relevant rights and authorities deriving from the Dutch Copyrights Act and other legislation and regulations in the area of intellectual property remain the property of the user and cannot be reproduced and/or made available to third parties by the other party. These designs, calculations, drawings, samples, models and the like must on demand be returned to the user by the other party. The user is entitled to use the knowledge gained as a result of the implementation of an agreement for different purposes to the extent that strictly confidential information of the other party is consequently not made available to third parties.

#### **Article 11 – Payment**

1. The payment of the delivered goods and/or the performed work must, without the other party being entitled to any deduction, discount or setoff, take place within 14 days after the date of the invoice, unless stipulated otherwise. The day of payment is the day of the credit entry of the payable amount on the account of the user.
2. Payments are only valid if effectuated in the manner indicated by the user.
3. Payments made by the other party shall first be applied to all payable interest and costs and then to claimable invoices that have been outstanding the longest, even if the other party indicates that the payment is related to a later invoice.
4. In case of non-strict payment the other party shall, without a notice of default being required, be held to pay, in addition to the stipulated sum, compound interest in conformity with the statutory (commercial) interest per month or part of a month for each month or part thereof by which the payment term is exceeded. The other party is also held to pay all judicial and extrajudicial (collection) costs, with a minimum of EUR 500.00 excluding VAT, incurred by the user. The compensation for the incurred costs shall not be limited to a possible cost award established by the court.
5. If the user files a winding-up petition in respect of the other party then the latter shall, apart from the payable amount and the relevant judicial and/or extrajudicial costs, also be liable for payment of the costs of the winding-up petition.
6. As a result of the late payment the entire debt, also the part that has not expired yet, shall

immediately fall due.

7. If and insofar as the other party is declared bankrupt, or an application to that effect is made, suspension of payment is requested, or the company of the other party is liquidated, the invoices of the user are immediately and immediately due and payable, without any further notice of default being required. is required.
8. If the other party does not fully or partly comply with its obligations then the user shall be authorised to suspend the obligations vested in the same, without being held liable by the other party for damages that may derive from the same.

#### **Article 12 – Security**

1. The user shall at all times be authorised to desire payment in cash upon delivery of goods and/or performance of work.
2. If so desired by the user, the other party shall at all times be held to fully or partly pay the purchase price and/or the stipulated price for the performance of work in advance or to provide sufficient security, to the satisfaction of the user.
3. The user is entitled to charge the other party a late payment surcharge on top of the stipulated price of at most 3% of the invoice amount, which surcharge can only be deducted from the invoice amount if the invoice is, for the remainder, paid within 14 days after the date of the invoice.
4. If the user receives indications about reduced creditworthiness of the other party prior or during the implementation of an agreement then the user shall be entitled to suspend its obligations by virtue of the agreement and the (purchase) price for that which has already been delivered shall immediately fall due, unless the other party provides security, to the satisfaction of the user, for the correct payment of the purchase price.

#### **Article 13 – Insufficient compliance by the other party**

If the other party does not comply with its obligations on account of this agreement or late or improperly as also in case of insolvency or suspension of payment of the other party or when its business is discontinued or liquidated as also in case of a consumer purchase when the statutory or extra-statutory debt management is applicable then the other party shall be deemed to be in default by operation of law and the user shall, without any further notice of default and without any judicial intervention being required, be entitled to, at the discretion of the user:

- fully or partly dissolve the agreement or declare the same dissolved without the user being held to any compensation, warranty or otherwise; and/or
- suspend the implementation of its obligations vis-à-vis the other party.

All without prejudice to the right of the user to claim compensation by the other party for damages, costs and interests.

#### **Article 14 – Consumer purchase**

1. If and to the extent that there is question of a consumer purchase and provisions from the present general terms and conditions are in breach of the statutory schemes for consumer purchases the conflicting provisions shall be replaced by the statutory schemes.
2. If and to the extent that there is question of a consumer purchase and the other party is in default or fails to comply with its obligations (in a timely fashion) then all reasonable costs to obtain satisfaction out of court shall be at the expense of the other party. The extrajudicial costs are calculated on the basis of that which is then common in the Dutch

collection practice, currently the Dutch Extrajudicial Collection Costs (Standards) Act. These costs shall in advance be communicated to the other party.

**Article 15 – Disputes**

1. Dutch law is applicable to any and all agreements between the user and the other party.
2. The application of the Vienna Sales Convention is excluded.
3. Any and all disputes between the parties shall be brought to the cognisance of the competent court in Breda.