

1. Definitions

In these General Terms and Conditions the following terms have the meaning below:

- **TOTECH EU:** the private limited liability company, under the Laws of the Netherlands, Totech Europe B.V. having its legal seat in Hattem, being TOTECH and supplier of the Product;
- **Buyer:** the counterparty with whom TOTECH concludes an agreement, respectively wishes to conclude such, or to whom TOTECH issues a designated offer, as well as his successor(s).
- **Contract:** the Written agreement between the parties with regard to delivery of the Product and all exhibits, inclusive of changes agreed In Writing of and additions to the documents referred to;
- **Gross Negligence:** an act or omission of Buyer that is characterised by wilful intent or conscious negligence.
- **Written/In Writing:** communication in the form of a document signed by both parties or in the form of a letter, telefax, electronic mail and other means agreed by the parties;
- **the Product:** mechanical, electrical, electronic products, including especially but not solely: hardware standard components, standard programs, and individual software.

2. Applicability

- 2.1. These General Terms and Conditions are applicable if the parties agree this In Writing or otherwise. Each change or deviation thereof must be agreed In Writing.
- 2.2. These General Terms and Conditions are applicable to the entire execution of the commission. TOTECH is never bound by deviations from, additions to and stipulations contrary to these General Terms and Conditions, unless and insofar these have been accepted explicitly and In Writing by TOTECH. If the General Terms and Conditions of TOTECH are contrary to the general terms and conditions of the Buyer, then the General Terms and Conditions of TOTECH shall always prevail.

3. Product information

Product information and specifications included in general product documentation and price lists are only binding insofar the one and the other has been stipulated explicitly by Written reference in the Contract.

4. Drawings and technical documentation

- 4.1. All drawings and technical documents regarding the Product or the production thereof, made available by TOTECH to the Buyer before or after the conclusion of the Contract, remain fully property of TOTECH. Drawings, technical documents, or other technical information received by Buyer from TOTECH may not be used without permission of TOTECH for any other purpose than for which they have been made available. This information may not without permission of TOTECH otherwise be used or be

photocopied, reproduced, published, handed over or communicated to a third party, whereby it applies that all intellectual property rights continue to belong to TOTECH.

- 4.2. In case of violation of an intellectual property right or other acts that are in violation of the present General Terms and Conditions, Buyer shall forfeit a contractual fine of € 50,000 per violation, whereby TOTECH explicitly reserves its right to claim additional compensation of damages. Buyer is explicitly familiar with the high level of the a forementioned contractual fine and is aware thereof.
- 4.3. The documents, mentioned in article 4, that are attached to the designated offer, shall solely prevail insofar these have been established by TOTECH and Buyer as binding.
- 4.4. TOTECH is not obliged to provide production drawings of the Product or of spare parts.

5. Delivery & risk transfer

These General Terms and Conditions of TOTECH and the Contract will be interpreted according to the INCOTERMS®, as in force at the time of the conclusion of the Contract. If no specific trade condition is agreed, then the delivery always takes place "Ex Works" on the place referred to by TOTECH.

6. Delivery time

- 6.1. If the parties have agreed no specific delivery date, but a certain term for the delivery, then this term starts as soon as the Contract is concluded and all agreed terms and conditions, to be fulfilled by the Buyer firstly, have been complied with, such as official formalities and payments and sureties due at the conclusion of the Contract.
- 6.2. If TOTECH foresees that it shall not be able to deliver the Product in accordance with the agreed delivery time, then it will notify the Buyer hereof immediately In Writing, stating the reason and if possible, the date on which delivery can be expected.
- 6.3. If exceeding of the delivery time is the consequence of Force Majeure, such as described hereafter, of an act or omission of the Buyer, or of other circumstances imputable to the Buyer and default of obligations at the side of Buyer, then TOTECH may extend the delivery time with a term that, all circumstances taken into account, is necessary. This stipulation applies irrespective of whether the cause of the delay has emerged before or after the agreed date of delivery.
- 6.4. TOTECH is not liable for direct or indirect (consequential) damage as a consequence of exceeding of delivery time, unless TOTECH has committed Gross Negligence.
- 6.5. If the Buyer foresees that he shall not be able to receive the Product in accordance with the agreed delivery time, then he will report this immediately In Writing to TOTECH, stating the reason and, if possible, the date on which he shall be able to receive the Product. If the Buyer does not take the Product into receipt in accordance with the agreed delivery time, then he must nevertheless pay that part of the purchase price that would have been due upon delivery in accordance with the agreed delivery time, as if delivery in accordance with the agreed delivery time had taken place. TOTECH will arrange for storage of the

Product for the account and the risk of the Buyer. Upon request of the Buyer TOTECH shall furthermore insure the Product for the account of the Buyer.

- 6.6. Unless the Buyer as a consequence of Force Majeure, such as described hereafter, is impeded to take the Product into receipt, TOTECH can demand In Writing that the Buyer takes the Product into receipt within a last, reasonable term. If the Buyer, because of a circumstance not imputable to TOTECH, does not take the Product within this term into receipt, then TOTECH can dissolve the Contract by Written notification in whole or in part. TOTECH has then right to compensation of the damage that it incurs as a consequence of the default of the Buyer, including possible consequential and indirect damage. The compensation is at the most the part of the purchase price that concerns the part of the Product with regard to which the Contract is dissolved (partial dissolution).

7. Prices and payment

- 7.1. The prices are expressed in euros or dollars, exclusive of the packaging, to be increased with the turnover tax that applies on the day of the placing of the order, as well as the possible other lawful costs of delivery.
- 7.2. If the price is not stated explicitly on the order confirmation, then the prices shall apply that are stated in the latest version of the TOTECH price list.
- 7.3. In case of partial deliveries an invoice will be composed for each partial delivery in the amount of the value of the goods delivered.
- 7.4. Payments will be executed no later than within 30 days after date of the invoice, unless agreed otherwise.
- 7.5. Irrespective of the manner of payment, payment is not deemed to have taken place until after the due amount has been credited irrevocably on the account of TOTECH.
- 7.6. If the Buyer has not paid on the agreed date, then TOTECH has a right to 1% interest per month from the day that the amount is payable upon demand and to compensation of collection costs in accordance with the "Besluit Vergoeding Buitengerechtelijke Incassokosten", with a minimum of €250,00. In the absence of payment and if an agreed surety is not set on the stipulated time by the Buyer, then TOTECH can, after Written notification to the Buyer, suspend the execution of the Contract till it has received the payment or, if applicable, until the Buyer has set the agreed surety. If the Buyer has not paid the due amount within three months, then TOTECH is authorized to terminate the Contract by means of a Written notification to the Buyer and it has, next to the accumulated interest and the compensation of out-of-court collection costs in accordance with this article, right to compensation of all direct and indirect (consequential) damage that it has suffered and yet shall suffer. This compensation amounts to no more than the agreed purchase price.

8. Retention of property

The Product remains property of TOTECH until fully payment of the purchase price has taken place, insofar this retention of property is valid in accordance with the concerned applicable laws. Upon request of TOTECH the Buyer grants cooperation in taking measures for the

protection of the property right of TOTECH concerning the Product. The retention of property leaves the risk transfer unaffected.

9. Liability defects & warranty

- 9.1. TOTECH is obliged to the repair of each defect or non-conformity (hereafter: "defect(s)"), deriving from wrong design or material or as a consequence of improper expertise.
- 9.2. TOTECH is not liable for defects that derive from materials delivered by the Buyer or from a design stipulated or specified by the Buyer.
- 9.3. TOTECH is only liable for defects that emerge at circumstances of use that are foreseen in the Contract and upon adequate and careful use of the Product.
- 9.4. The liability of TOTECH does not include defects that are caused by circumstances that emerge after transfer of the risk to the Buyer upon deliveries has taken place (Ex Works), such as defects as a consequence of bad maintenance, incorrect assembly or incorrect repair by the Buyer, or as a consequence of modifications executed without Written permission of TOTECH. The liability of TOTECH neither includes normal wear and tear and quality reduction.
- 9.5. The liability of TOTECH is limited to defects emerging within one year after delivery. If the degree of use of the Product is higher than agreed, then this term will be reduced proportionally.
- 9.6. After repair of a defect in a part of the Product, a warranty term of twelve months applies, whereby this warranty term is never shorter than the warranty term of the original Product. The warranty term with regard to aforementioned repairs will be extended with the duration of work interruptions that do not relate to the repair of the defects and errors. For the other parts of the Product the term referred to before will only be extended with the duration that and to the degree in which the Product could not be used by the defect.
- 9.7. Emerging defects shall be reported as soon as possible In Writing by the Buyer to TOTECH. This notification must in each case take place no later than two weeks after the term referred to before or referred to in last mentioned article, if applicable. The notification contains a specific description of the defect. If the Buyer does not report a defect within the terms referred to in the first paragraph of this article In Writing to TOTECH, then he forfeits his right to the repair of the defect. If the defect can cause damage, the Buyer will notify TOTECH immediately In Writing. The Buyer bears the risk of damage to the Product that derives from the omission of such notification. The Buyer takes reasonable measures to limit the damage as much as possible and will act in this connection in accordance with the instructions of TOTECH.
- 9.8. As soon as TOTECH receives a reclamation, it must repair the defect for its own account and as soon as possible. The time of the repair activities will be chosen so that the activities of the Buyer shall not unnecessarily be impeded. Repair will be executed on the place where the Product is located, unless TOTECH deems it more suitable that the Product will be sent to him or to a destination designated by it. If the defect can be

repaired by replacement or repair of the concerned part and disassembly and reassembly of that part require no special knowledge, then TOTECH can require that the concerned part will be sent to him or to a destination designated by it. In that case TOTECH has fulfilled its obligations with regard to the defect by delivering to the Buyer a properly repaired part or a replacement part, whereby the costs of transport will be for the account of Buyer.

- 9.9. The Buyer shall arrange for his own account for the reachability of the Product and for the possible temporary bringing to a halt of other means of enterprise than the Product, insofar this is necessary for the removal of the defect.
- 9.10. Unless otherwise is agreed, the necessary transport of the Product or parts of the Product for the repair of defects, to TOTECH and back, takes place for the account of Buyer. The Buyer must observe the directions of TOTECH with regard to this transport.
- 9.11. Costs that emerge at the repair of the defect for TOTECH, because the Product is located in another place than the place of delivery stated to TOTECH, will be for the account of Buyer.
- 9.12. Defective parts will upon replacement be made available to TOTECH and become its property.
- 9.13. If after a reclamation by the Buyer no defect is found, for which TOTECH is liable, then TOTECH has a right to compensation of the costs that it has made as a consequence of this notification.
- 9.14. If TOTECH does not comply with its obligations after receipt of a reclamation, then the Buyer can, by means of a Written notification of default set a last reasonable term for the compliance by TOTECH with its obligations, which term shall not be shorter than two weeks, unless it concerns an exceptionally serious defect whereby direct serious (consequential) damage is threatening. In that case TOTECH shall (let) repair the defect in the shortest possible term. If TOTECH without foundation and unjustified does not comply within the set (reasonable) term with its obligations, then the Buyer can execute or let execute by a third party for the account and the risk of TOTECH the necessary repair activities. If repair activities were executed with success by the Buyer or by a third party, then TOTECH is by compensation of the reasonable costs made by the Buyer discharged from all liability for the defect referred to.
- 9.15. If the Product is not repaired with success, then the Buyer has a right to a discount on the purchase price proportional to the reduction of value of the Product, it being understood that this discount in no case can amount to more than 15 percent of the purchase price.
- 9.16. TOTECH is during no more than a year from the end of the liability period or from the end of another liability period agreed by parties liable for defects in any part of the Product.
- 9.17. Delivered goods must, even if they show small defects be accepted by Buyer, without that such has an influence on his warranty rights. TOTECH is authorised to making partial deliveries.

9.18. The liability of TOTECH for defects is limited to what has been stipulated in these General Terms and Conditions and in all instances applies that for liability for defects or direct or indirect (consequential) damage deriving from deliveries of the Product of TOTECH, the liability of TOTECH will be limited to the amount, to which the liability insurance concluded by it in prevalent instances gives a pay-out. Limitation of liability also concerns any other damage deriving from the defect, including loss of production, missed profits and other consequential damage. This limitation of liability does not apply in case of Gross Negligence.

10. Liability for damage caused by the product

TOTECH is not liable for any damage caused by the Product to properties that emerges from the moment that the Product is sold. All deliveries take place "Ex Works" (EXW). TOTECH is furthermore not liable for damage to products manufactured by the Buyer or to products from which the products of the Buyer form part. In case of liability of TOTECH towards a third-party damage to properties described in the previous paragraph, the Buyer is obliged to indemnification, assistance in court and safeguarding of TOTECH. If a third party instigates a claim to indemnification described in this article against one of the parties, then this party must inform the other party immediately about it In Writing. TOTECH and the Buyer are mutually obliged to let themselves be sued before the court or arbitration entity that treats a claim to compensation of damages, which has been submitted against one of the parties on the basis of damage allegedly caused by the Product. The limitation of the liability of TOTECH for whichever reason, does not apply if TOTECH has committed Gross Negligence.

11. Force majeure

11.1. Each party has the right to suspend the execution of its contractual obligations insofar this execution is hindered or made unreasonably cumbersome by Force Majeure, being one of the following circumstances: labour conflicts and each other circumstance outside the control of the parties, such as fire, war, extensive military mobilisation, uprising, requisitioning, attachment, embargo, limitations to the use of energy, currencies and export limitations, epidemics, disasters of nature, exceptional matters of nature, terrorist actions, as well as defects or delay in the deliveries by TOTECH that are the consequence of one of the circumstances referred to in this article. A circumstance referred to in this article, irrespective of whether this occurs before or after the conclusion of the Contract, gives only right to suspension if its consequences on the execution of the Contract could not be foreseen at the time of the conclusion of the Contract.

11.2. The party that makes a claim under Force Majeure must notify the other party without delay In Writing of the emergence and the ending of such circumstance. If a party omits to issue this notification, then the other party has a right to compensation of its additional costs that it could have prevented if it has received the notification referred to.

If Force Majeure hinders the compliance with the obligations by the Buyer, then he will compensate the costs made by TOTECH for the securing and protection of the Product.

11.3. Irrespective of the other consequences that would derive from these General Terms and Conditions, each party has the right to terminate the Contract by Written notification to

the other party, if as a consequence of Force Majeure as described in this article, the execution of the Contract is suspended longer than six months.

12. Foreseen non-compliance

Notwithstanding other stipulations in these General Terms and Conditions with regard to suspension, each party has the right to suspend the execution of its contractual obligations, if from the circumstances it shows clearly that the other party shall not comply with its obligations. A party that suspends the execution of the Contract, will give notification hereof immediately In Writing to the other party.

13. Consequential damage

Unless stated otherwise in these General Terms and Conditions, TOTECH is towards the Buyer not liable for loss of production, missed profits, reduction of possibilities of use, commercial damage or for whichever consequential damage or indirect damage.

14. Disputes and applicable law

14.1. All disputes that arise from or are connected with the Contract shall in the first and highest instance be handled by the Courts of the Netherlands.

14.2. The Contract is subject to the material laws of the country of TOTECH.