

# General Conditions of Sale Eltrex Motion B.V.

Registered with the Chamber of Commerce and Factories in Breda under the number 20030654.

## 1. General

These terms and conditions apply to the offer, the sale and the delivery of all of our goods and to the offer, commission, and execution of our tasks. Stipulations which deviate from these terms and conditions are only valid if they have been confirmed by us in writing and only apply to the agreement for which they were made. Applicability of the Other Party's terms and conditions is explicitly denied, unless agreed otherwise in writing.

## 2. Offers

- a) All of our special offers are free of obligations, unless they include a term for acceptance. We are bound after we have accepted the task in writing. Oral agreements are only binding to us if they have been confirmed by us in writing.
- b) Our client is bound by our written confirmation if he does not deny the accuracy of said confirmation within 3 days after its receipt.
- c) The measurements, capacities, illustrations, diagrams and other information accompanying our offers are only approximates, unless we have declared in writing that said information is exactly accurate.

## 3. Intellectual Property and Know-How

- a) All documentation, sales brochures, illustrations, etc. that Eltrex sends to her client remain the property of Eltrex.
- b) Our client is not authorised to use these for any other purpose than the business they apply to.
- c) Our client is not authorised to reveal the documents described in a. or the information therein, which has become known to him in any way, to a third party.
- d) In case of violation of what has been described in a. and/or b. our client will owe us the sum of 4.500 EURO for every violation, regardless of all of the other rights Eltrex has on fulfilment, annulment, compensation, etc.

## 4. Prices

- a) All prices are based on all in/external factors of the cost price, and on delivery to our client's businesses. We may charge for small deliveries. For deliveries abroad, "ex warehouse" prices apply. Costs for express delivery, parcel-post, or any other form of speedier transportation, are always charged to our client.
- b) All prices are excluding VAT, excluding assembly and excluding start-up.
- c) Changes in circumstances which could influence the cost price, such as higher or lower taxes, material or transportation costs, wages, social expenses, fluctuations in the exchange rate, insurance premium, after the date of realisation of the contract, may be reflected in our prices.

## 5. Delivery and the Term of Delivery

- a) Delivery times and dates agreed on with Eltrex are indications and not statutory limits. Therefore, in the case of delivery later than the agreed on time and date, Eltrex will have to be declared liable in writing.
- b) Delivery takes place port-paid to our client's delivery address. We decide the means of transportation, which, in principle, is our responsibility. The responsibility passes to our client at the moment the goods have been loaded off of the car at the delivery address.
- c) Transportation of "ex warehouse" goods takes place at the expense of and at the responsibility of our client. The responsibility is theirs at the moment the goods leave our warehouse.
- d) Our client will, in case no deadline for the acquisition has been decided during the realisation of a contract, have to acquire the purchased goods within a timeframe to be agreed on, and in case of a lack of such an agreement, within a timeframe set by us. When goods are not acquired within such an aforementioned timeframe, our client will be declared liable. We then have the right to choose to demand fulfilment of the agreement or to choose to regard the agreement, without judicial mediation, as annulled, without prejudice to our right to compensation from our client.
- e) The costs and risks of storage will always be charged to the client.

## 6. Complaints

- a) The amount delivered should be checked by our client. Should the client not complain about the amount delivered within 24 hours, or as soon as possible, we will consider the amounts stated on consignment notices, delivery receipts, invoices or other such documents as correct.
- b) Complaints regarding visible defects should be made to Eltrex immediately, or within eight days at the latest, in writing with a detailed argumentation. Complaints about defects that are not visible should be reported at least eight days after discovery, bearing in mind the amount of time needed for such a discovery, and two months after Eltrex's delivery at the latest. These complaints should be made in writing and should contain detailed argumentation. Eltrex's delivery to the client will be considered accepted should Eltrex not receive a written or argued complaint within the aforementioned period.
- c) Our liability for a delivery becomes defunct, and we considered the delivery accepted, should it be partially or fully processed.
- d) Complaints do not give our client the right to suspend the payment of the non-contested parts. Each appeal for settlement will in that case be ruled out. Goods that

have been delivered and accepted will no longer be taken back by us unless otherwise agreed to in writing.

## 7. Compensation

In case we should not be able to deliver on time, in full, as ordered or at all, our obligations to compensate our client for any damages, except for the provisions made in articles 5 and 8, are fulfilled by delivering the ordered goods. In case delivery is not possible anymore, our obligations to compensate the damage are fulfilled by paying our customers real and proven expenses up to a maximum of 5% over the value of the non-delivered items.

## 8. Force Majeure

We are released from our contractual duties in cases of Force Majeure. Force Majeure includes; fire, strikes and lock-outs, war, mobilisation, declarations of war or sieges, riots, official measures which prevent or forbid delivery, floods and other circumstances which prevent the normal running of a business either in the Netherlands, the country of origin and/or the destination and/or places through which the delivery has to pass.

## 9. Guarantee and Exoneration

- a) We guarantee the quality of the activities performed by us and of objects delivered by us for the space of one year, unless otherwise agreed on, in the sense that, should the work performed or objects delivered prove faulty in that time our client will be entitled to demand the repair or replacement of the parts that prove defective. The parts concerned should be sent to us carriage paid. The return shipment will be billed to the client. Extra costs can be billed to the client for works performed by other companies under the guarantee.
- b) The guarantee is only valid should our client have fulfilled all his obligations which were listed in the agreement entered into by both the client and us.
- c) This guarantee is null and void should our client have used and/or had the objects repaired incorrectly.
- d) Our liability towards our client for damages and/or costs is limited to the object's retail price or the price of the work carried out respectively. We are not liable for amounts incurred after the first year following the delivery of the objects or the completion of the work commissioned.
- e) Our liability for damages never exceeds our supplier's acknowledgement of us.
- f) Our client indemnifies us of all claims, relating to objects we have provided him with, relating to the use of drawings, documents etc. sent by us and relating to work commissioned by him, but executed by us which resulted in damages to third parties regardless of the cause and the moment in time, for compensation to the client or third parties which exceeds the amount referred to above.
- g) We do not accept liability for any advice, instruction or instructions for use provided.

## 10. Payment

- a) We retain the right to invoice each part separately should the delivery be divided into parts or phases.
- b) All Eltrex's invoices, unless otherwise agreed to, should be paid within 30 days of receipt according to the method indicated by Eltrex. Following this period of 30 days, or the agreed to term, the client will be considered in default by operation of the law without summons or notice.
- c) Should our client fail to pay on time, the 30th day after the date of the invoice, we will be entitled to charge interest of 1% per month starting on the due date, taking the lowest legal rate, without diminishing any of the other rights we are entitled to.
- d) Any of the client's obligations become immediately should the aforementioned client request a suspension of payment, be declared bankrupt, liquidate the company, go into administration, be placed under receivership, or have their property seized, in which case we retain the right to view the remaining part of the contacted works as annulled, without legal intervention, and without diminishing our rights to payment for the work executed and compensation.
- e) We always retain the right to demand advance payment in full or to demand cash upon delivery.
- f) We are entitled, before performing or continuing the fulfilment of our obligations, to demand security from our clients regarding the timely fulfilment of their obligation to pay. Should our client be in default of his obligation to pay, we can and will immediately demand reliable security in full before continuing or performing any other works.

## 11. Reservation of Ownership

- a) Eltrex retains the ownership of objects that have or will be delivered until the following have been received in full:
- b) The remuneration owed by the Other Party for all the objects delivered or still to be delivered as part of the agreement, including work performed or work that still needs to be performed;
- c) Claims can be requisitioned upon the failure to fulfil such agreement(s) as have been entered into. The Other Party can only use an object, should said object belong to Eltrex, as part of its day to day operational management. If this is the case, the Other Party must cooperate with the transfer following the sale of the aforementioned object.

- d) Should the Other Party form a new business from or partially from the objects referred to in a. then Eltrex retains the ownership of said objects until all the obligations, as referred to in a., have been fulfilled.
- e) We can immediately demand the return of the objects should the payment not have been received in full by the due date without proof of default.
- f) The partial diminishing of the value of and/or damages to the objects will be charged to the client and is at their risk until the amount has been received in full.
- g) Our client is obliged to immediately inform us, in writing, if any third parties assert their rights over objects which fall under this reservation of ownership. Should our client fail to inform us of this a fine consisting of 10% of the remaining amount agreed to but not yet paid will be added to our bill.

## 12. Retention

We retain the right to the retention of client's affairs as long as the client has not yet fulfilled all their obligations. We also retain the right of retention should our client be declared bankrupt or if said client requests a suspension of payment.

## 13. Severalty

Should two or more legal bodies enter into a joint agreement with us then each legal body is severally liable for the complete fulfilment of the obligations resulting from the agreement entered into.

## 14. Collection Charges

Extrajudicial collection charges will be billed according to the Netherlands Bar Association's collection rates.

## 15. Rescission

Our client signs away the right, under article 6:265 of the Civil Code, to demand the rescission of the agreement and/ or termination of the aforementioned agreement under article 7a:1647 of the Civil Code.

## Special conditions relating to the software and advice

### 16. General

16.1 The following provisions in these Conditions are applicable in addition to and as a supplement of the provisions laid out in Articles 1 up to and including 15 unless explicitly stated otherwise.

16.2 Software (capital S) is a computer programme(s) captured on computer readable storage devices or computer readable materials with the accompanying documentation regardless of its form.

16.3 The Standard Package (capital S, capital P) is readily available and does not include Software which has been developed specially for the Other Party or which has been changed, adjusted or expanded for the aforementioned Party.

16.4 Advice (capital A) is the provision of advice regarding automation and/or organisation, the carrying out of implementation research, consultancy services, the execution of system analyses, the selection of equipment, support with the development of Software, the provision of training sessions and/or the organisation of courses and training sessions.

16.5 Supplier (capital S) is, amongst other things, the third party executor or programmer who functions as a direct representative of the original Supplier and performs work such as the development of Software, the development, change, adjustment and/or expansion of the Standard Package and/or provides Advice. This also includes the companies with which the Supplier has entered into exclusive distribution agreements.

16.6 The Other Party is responsible for the provision of any and all relevant, informative or useful data and information which will allow the execution of the agreement in a timely fashion. The Other Party should provide the Supplier with the aforementioned data and information in a comprehensible and usable form. The costs for the procuring, transforming and updating of data so that it is comprehensible, useable and available for use by the Supplier will be billed to the Other Party.

16.7 The Other Party is responsible for the use and correct implementation of the Software, hardware and/or any services provided by, or on behalf of, the Supplier. Furthermore, the Other Party is responsible for the use and correct implementation of administrative and calculation methods. The Other Party is also responsible for safeguarding data.

16.8 The Other Party is responsible for the availability of any materials, equipment and/or data and information (including data and information on storage devices) should they prove necessary for the completion of the agreement whereby the aforementioned data should meet the specifications provided by the Supplier.

16.9 Should the Other Party fail to provide the necessary data and information in full, in a timely fashion and/or in the correct form resulting in the inability to execute the agreement, the Supplier is entitled to suspend or discontinue the execution of the agreement. Should this occur then the Supplier's right to compensation is not diminished and the aforementioned party will retain the right to payment from the Other Party for the works completed according to the agreed upon tariff while also retaining the right to charge for extra costs according to the Supplier's usual tariffs.

### 17. Development of Specific Software

17.1 The development of specific Software by the Supplier (made to measure Software) for the Other Party will occur on the basis of the previously agreed upon written specifications for the Software (these specifications will also include the way in which the developments will take place) and the data and information provided by the Other Party for the development of the Software. The Other Party guarantees the correctness, completeness, relevance and reliability of the data and information provided.

17.2 The Supplier is entitled to postpone or delay the work for the next step, phase or any part of the work commissioned until the Other Party has approved the results of the previous step(s) or phase(s) in writing but only if an agreement has been made specifying that the development of the Software should occur in steps or phases.

17.3 Both parties are able to make agreements regarding any changes and/or extensions of the work commissioned. The Supplier will inform the Other Party of any extra costs for the change(s) and/or extension(s) to the work commissioned should a set price have been agreed upon. If a change or an extension to the work commissioned is agreed upon, then the date for the completion of the work will be accordingly extended or postponed.

17.4 The Supplier will inform the Other Party of a price change due to an extension or change to a commission should, during the execution of the agreed upon work and/or extensions, it come to light that a change or extension of the work is necessary or desirable and in the event of a set price having been agreed upon for the works commissioned. The Supplier will postpone or halt the ongoing works should the Other Party fail to agree to the proposed extension(s), change(s) and the change in price within fourteen days in writing. If this is the case, the Other Party will pay the Supplier for the work completed based upon the Supplier's standard tariff. This course of events does not diminish the Suppliers entitlement to compensation. The date of completion or the delivery period will be extended by at least three weeks in the event of a necessary or desired change or extension should the Supplier have informed the Other Party of it. If during the execution of the changes or extension it becomes apparent that the delivery date or date of completion needs to be adjusted further it will be done so accordingly.

17.5 The Supplier will deliver Software, in accordance with the specifications referred to in Article 17.1, which is ready for use. The Software, which is ready for use, will be considered accepted by the Other Party upon delivery. If a test has been agreed upon, as will be discussed in the following article (17.6), the Software will be considered accepted if, after fourteen days following the date of the ready to use delivery, the Other Party has not informed the supplier of any faults in writing as discussed in article 17.6. The Other Party is entitled to test or have tests performed on the Software for fourteen days after the ready to use delivery, if agreed to beforehand. Unless written agreement states otherwise, the Other Party is entitled to perform a number of tests consisting of various test situations, provided by the Other Party. This information should have been provided well before the date of completion of the ready to use Software. The Supplier should receive this information in a clear and usable form.

17.7 If during the course of the test, as specified in Article 17.6, it becomes apparent that the test's progress is hindered by a fault in the Software then the Other Party will inform the Supplier of this in a clear and precise written statement. The 14 day test period will be suspended until the problems have been rectified should this prove to be the case.

17.8 The Other Party is obliged to inform the Supplier of any faults which come to light during the tests, as referred to in Article 17.6, or if the Software does meet the specifications which were agreed upon beforehand. Following the test period the Other Party should, immediately, provide a detailed written account of the problems encountered following which the Supplier is obliged to rectify any faults of deficiencies within a reasonable period of time. These works will be free when part of an agreed upon price. The Other Party will be billed for the work should the price not be fixed.

17.9 The specially developed Software's period of guarantee deviates from the period specified in Article 9 of these Terms and Conditions spans three months following acceptance. The Supplier will rectify any faults to the best of their ability should the Software not meet the agreed upon specifications. This process will only be free if a fixed price for the development of the Software has been agreed upon beforehand. If the problems are the direct result of or are related misuse, if the faults are not the result of works performed by the Supplier or if the faults should have been found during the test period, as specified in Article 17.6, the work will not be free. The costs for the repairs will always be billed to the Other Party should no fixed price have been agreed upon. The recovery of lost data is not covered by the guarantee. The guarantee becomes defunct should the Software be changed or adjusted by parties other than the Supplier. The guarantee does not cover faults caused by or related to the so called millennium bug. The Supplier does not guarantee that the Software will always function without interruptions or faults. The Supplier also does not guarantee that all faults will be repaired or corrected.

17.10 The Other Party is obliged to send the Supplier a sufficiently detailed written account of any problems encountered during the use of the Software should the Supplier and the Other Party have agreed to a service agreement for the Software. The supplier will do everything within their power to rectify the problem following the receipt of the report should the Software not meet the specifications described in Article

17.11 The recovery of lost data is not covered by the service agreement. The Supplier is entitled to charge the Other Party for the repair of any faults found to be a direct consequence of misuse by the Other Party or other faults which are not the direct result of faults made by the Supplier. The Supplier is entitled to refuse to perform repairs or to charge extra for repairs, should the Supplier choose to do so, should the faults turn out to be a direct consequence of, or if they prove to be related to changes or adjustments made by any Other Party other than the Supplier.

17.12 The Other Party is entitled to unlimited use of the Software specially developed for the Other Party by the Supplier unless agreed otherwise and assuming the Other Party has fulfilled their obligations to the Supplier.

17.13 The Supplier retains the right to use, execute or further develop software, for himself or others, which has been commissioned for or by him in the past, at all times.

## 18. Standard Package

18.1 Should the Supplier provide the Other Party with the right to use a Standard Package, developed by the Supplier, it should be borne in mind that this is the non-exclusive right of use as described in the following articles.

18.2 The Standard Package may only be used by the Other Party on one central processing unit with the understanding that during a break down it may temporarily be used on another central processing unit until the problem has been solved.

18.3 If the Supplier has placed no further conditions on the use of the software, and taking into account that the conditions might not refer to the copying of the software, the Other Party is entitled to make no more than two back-up copies of the Standard Package for safety reasons. These copies may only be used to replace original material which can no longer be used. The copies must be provided with the same labels and indicators as the original material.

18.4 The Standard Package's right of use may not be passed on to third parties without the Suppliers prior permission. The Other Party is also prohibited from copying, selling, renting or transferring the Standard Package's content. The Other Party is also prohibited from putting the aforementioned package at the disposal of a third party. The content may not be used by third parties or as an item of security interest.

18.5 The Software in the Standard Package's source code will not be made available to the Other Party.

18.6 The Standard Package's property and the industrial and intellectual property rights regarding the Standard Package are and will remain the property of the supplier and will be respected by the Other Party. The Other Party will not remove or render any references regarding industrial or intellectual property rights, such as references to copyright, illegible.

18.7 By entering into an agreement, related or partially related to the Standard Package developed by the Supplier, the Other Party hereby acknowledges that the Standard Package contains confidential material and the Supplier's trade secrets. The Other Party is obliged to keep the content of the Standard Package secret and it should not be shared with any third parties.

18.8 The period of guarantee for the Standard Package deviates from the period stated in Article 9 of these Terms and Conditions and is three months following the date of delivery. During this period the Supplier will undertake to rectify any problems in the Standard Package should it not meet the Standard Package's instruction manual. This work will only be free if a service agreement has been entered into or if a remuneration for use, which covers servicing, has been agreed upon, unless it comes to light that the faults are the direct result of misuse by the Other Party or if the faults are not the direct result of faults made by the Supplier. In all other cases, the costs for repairs can and will be billed to the Other Party. The recovery of lost data is not covered by the guarantee. The guarantee becomes defunct as soon as the Standard Package is changed or adjusted by any Other Party other than the Supplier. Furthermore, the guarantee does not cover faults caused by or related to the so called millennium bug. The Supplier does not guarantee that the Software will always function without interruptions or faults. The Supplier also does not guarantee that all faults will be repaired or corrected.

18.9 The Other Party is obliged to inform the Supplier in sufficient detail, and in writing, if the Software included in the Standard Package proves faulty. This is only the case if the Supplier and the Other Party have entered into a service agreement or if a remuneration for use, which covers servicing, has been agreed upon. Following receipt of this notification, the Supplier will repair the faults to the best of their ability should the Standard Package's Software not meet the Standard Package's manual for use. The recovery of lost data is not covered by the service agreement. The Supplier is entitled to charge the Other Party for the repair of any faults found to be a direct consequence of misuse by the Other Party or other faults which are not the direct result of faults made by the Supplier. The Supplier is entitled to refuse to perform repairs or to charge extra for repairs, should the Supplier choose to do so, should the faults turn out to be a direct consequence of, or if they prove to be related to changes or adjustments made by any other party other than the Supplier.

18.10 If a new and improved version of the Standard Package, used by the Other Party, is released and if the Supplier and the Other Party have entered into a service agreement then the Supplier will place the new and improved Standard Package at the disposal of the Other Party. The Supplier will no longer be obliged to repair older versions of the software after three months of the new software being released and it's being put at the disposal of the Other Party. This provision does not diminish the provision laid out by Article 18.8. The Supplier is entitled to request payment for the new Standard Package when offering it to the Other Party should it offer more options and/or functions in comparison to the older version of aforementioned package.

18.11 The Supplier can provide the Standard Package and/or specific Software to third parties - with which the Supplier has not entered into a distribution agreement - if the Other Party requests it or if both parties agree that these packages represent significant added value to the Other Party. If the Supplier does not provide the Standard Package and/or specific Software but only grants its right of use according to the provisions of an agreement of use or licence agreement to the aforementioned third party, or should the maintenance of the Standard Package be executed on the basis of the corresponding provisions in an agreement with a third party, then the provisions as stated in articles 18.1 through 18.10 of these Terms and Conditions will not be valid. Instead the provisions specified in the entered into agreement(s) between the Supplier and any third parties will be considered binding. The Supplier will inform the Other Party about the provisions that will be used.

## 19. Advice

19.1 The Supplier is entitled to postpone or halt any further steps or phases until the Other Party has approved the results of the previous step(s) or phase(s). This is only the case if an agreement has been made stating that the Advice will occur in steps or phases.

19.2 Both parties are able to make agreements regarding any changes and/or extensions of the work commissioned. The Supplier will inform the Other Party of any extra costs for the change(s) and/or extension(s) to the work commissioned should a set price have been agreed upon for the commission. The date of completion will be changed should any changes or extensions be requested.

19.3 The Supplier will inform the Other Party of a price change due to an extension or change to a commission should, during the execution of the agreed upon work, it come to light that a change or extension of the work is necessary or desirable as a set price for the Advice has been agreed upon. The supplier will postpone or halt the ongoing works should the Other Party fail to agree to the proposed extension(s), change(s) and the change in price within 14 days in writing. If this is the case, the Other Party will pay the Supplier for the work completed according to the Supplier's tariff even when a set price has been agreed upon. This course of events does not diminish the Suppliers entitlement to compensation. The date of completion or the delivery period of the Advice will be extended by at least three weeks in the event of a necessary or desired change or extension should the Supplier have informed the Other Party of it. If during the execution of the changes or extension it becomes apparent that the delivery date or date of completion needs to be adjusted further it will be done so accordingly.

## 20. Judges with the appropriate jurisdiction

All legal relations between Eltrex and the Other Party are subject to Dutch law. All disputes which are the result of and/or are related to the aforementioned relations, even when only viewed as such by one party, will be decided by the proper Judge located in the city we are based, Breda, unless Eltrex decides to select a different judge with the appropriate jurisdiction.