

# GENERAL TERMS AND CONDITIONS OF POS SERVICE HOLLAND B.V.

Having its registered office at the Stichtse Kade 47c, 1244 NV Ankeveen, The Netherlands

Registered with the Chamber of Commerce under number 52366634

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## Article 1. Definitions

In these general terms and conditions the following terms are capitalised and used in the following meaning, unless expressly indicated otherwise:

1. **Buyer:** the natural person or legal entity who purchases Products or Services from Supplier and who is the other party to the Agreement with Supplier within the meaning of article 6:231 under c of the Dutch Civil Code (Burgerlijk Wetboek).
2. **Services:** all work, in whatever form or capacity, which the Supplier carries out by order of the Buyer.
3. **Supplier:** the private company with limited liability Pos Service Holland B.V., the party with which the Buyer concludes the Agreement and user of these general terms and conditions within the meaning of Section 6:231(b) of the Dutch Civil Code (Burgerlijk Wetboek).
4. **Order:** placing an order to supply Products and/or Services by the Buyer from Supplier.
5. **Agreement:** the agreement between the Supplier and Buyer on the basis of which Supplier supplies Products and/or Services to Buyer against payment.
6. **Parties:** Supplier and the Buyer jointly.
7. **Products:** all goods, including documentation, (technical) drawings and (test) equipment, which are the subject of the Agreement.

8. **In writing:** "In writing" for the purposes of these general terms and conditions shall also include communication by e-mail, fax or digital (for example via an online interface), provided that the identity and integrity of the content are duly established.

#### Article 2. Applicability

1. The present general terms and conditions are applicable to any and all proposals, Agreements and deliveries of Supplier, of whatever nature, unless this applicability is fully or partly expressly excluded in writing and/or unless expressly stipulated otherwise.
2. Any general terms and conditions of the Buyer, by any name whatsoever, are expressly rejected. Deviations from and additions to these terms and conditions shall only be applicable if and to the extent that they have expressly been accepted by Supplier in writing.
3. Should Supplier have permitted deviations from the present general terms and conditions for a short or a longer period of time, whether or not implicitly, then this shall not affect its right to demand direct and strict compliance with these terms and conditions as yet. The Buyer cannot derive any rights from the manner in which Supplier applies the present terms and conditions.
4. The present terms and conditions are equally applicable to all Agreements concluded with Supplier for the implementation of which third parties must be relied on. Said third parties can invoke the present terms and conditions directly against the Buyer, including any exclusions of liability.
5. Should one or more provisions of the present terms and conditions or of any other Agreement concluded with Supplier be in breach of a mandatory statutory provision or any applicable legal provision then the relevant provision shall expire and shall be replaced by a new, legally permissible and comparable provision to be established by Supplier.
6. The Buyer with whom the present terms and conditions were contracted once is deemed to implicitly agree with the applicability of these terms and conditions to an Agreement concluded with Supplier at a later date.
7. In case of a discrepancy between the content of an Agreement concluded by and between the Buyer and Supplier and the present terms and conditions the content of the Agreement shall prevail.

#### Article 3. Proposals and offers

1. Any and all proposals and offers of Supplier are revocable and are made subject to contract, unless indicated otherwise in writing.
2. A complex quotation shall not oblige Supplier to deliver a part of the Products and/or Services included in the proposal at a corresponding part of the price quoted. The price on a quotation is only valid when the customer places an order for the total quotation.
3. The content of the delivery shall exclusively be determined by the description of the delivery specified in the proposal. If the acceptance deviates (on subordinate points) from the proposal included in the offer then Supplier shall not be bound by the same. The Agreement shall in that case not be concluded in accordance with said deviating acceptance, unless Supplier indicates otherwise.
4. If an Agreement is quoted based on actual costs, the prices quoted shall merely serve as a guide; the actual hours worked by Supplier and the actual costs incurred by Supplier shall be invoiced.
5. Clear errors or clerical errors in the proposal of Supplier shall not bind Supplier.
6. The prices in the proposals of Supplier shall be exclusive of VAT and other official duties, unless indicated otherwise.
7. Unless agreed in writing otherwise, supplier is entitled to change its prices at any time. Proposals and offers shall not automatically be applicable to future Orders.

#### Article 4. Conclusion of the Agreement

1. Barring the provisions set forth below an Agreement with Supplier shall only be concluded after Supplier has accepted respectively confirmed an Order in writing. The Order confirmation is deemed to correctly and completely represent the Agreement, unless the Buyer immediately objects to the same in writing.
2. As far as Orders placed on the website of the Supplier are concerned, contrary to the provisions of paragraph 1 of this article, the Agreement will have been concluded at the time the Buyer has successfully gone through all steps of the online ordering process.
3. Any additional arrangements or changes made at a later time will only bind the Supplier if these are confirmed by the Supplier in writing within five days and before sending off the delivery.

4. For Agreements or transactions for which by nature and size no written quotation or order confirmation is sent, the invoice will be deemed to constitute a correct and complete representation of the Agreement, subject to a written objection within eight days after the invoice date.

#### Article 5. Delivery

1. Unless otherwise agreed to in writing, delivery shall take place ex place of business or warehouse in Ankeveen, Netherlands (Ex Works – Incoterms 2010).
2. If the delivery of goods takes place at a delivery address specified by the Buyer then the Buyer must see to it that the location where the goods must be delivered is located on the ground floor and is properly accessible and passable for the transport and/or supply of the goods over a paved road.
3. The choice of the means of transport is that of the Supplier, also in case of paid shipments, with no requirements for the shipment issued by the Buyer. Temporary hindrances or impediments in transport with the chosen means of transport, don't automatically require the use of another means of transport.
4. If the Buyer has specific requirements with regard to packaging used by the Supplier, all costs for the use of this packaging shall be accountable to the Buyer. Packaging materials are not taken back by the Supplier.
5. Products that are ready for pick-up or ready for shipping, should be collected immediately at the place of delivery or receipt.
6. If it turns out to be impossible to deliver the Products to the Buyer because of a cause on the side of the Buyer, the Supplier reserves the right to store those Products for the account and risk of the Buyer, without any liability on the part of the Supplier for damage, impairment, loss or otherwise. A 30-day period apply during storage during which the Supplier will enable the Buyer to collect or receive the Products. This applies unless the Supplier expressly determined a different period in writing.
7. If the Buyer also fails to comply with its obligations after the expiry of the time limit, as intended in the previous paragraph of this article, Buyer shall by operation of law be in default and Supplier shall be entitled to dissolve the Agreement, either in whole or in part, in writing and with immediate effect, without any prior or further notice of default and without any judicial intervention being required and without being liable to pay compensation for damage, costs or interest. As the occasion arises Supplier shall be authorised to sell the Products to third parties or to use the same for the implementation of other Agreements and also to destroy the documents already prepared. The foregoing shall not affect the obligation of the Buyer to pay the agreed price as well as possible storage costs and/or other costs.
8. The Buyer bears the risk of direct deliveries to clients of the Buyer.  
The Supplier's General Terms and Conditions also apply for direct deliveries to clients of the Buyer and the Buyer is responsible for notifying the recipient of this.  
The Buyer is responsible for providing the Supplier with the correct delivery address and telephone number of the recipient. The recipient must be present at the stated delivery address during office hours. If the shipper gives notice that it is unable to deliver the Products, these will be returned to the Supplier and will be credited to the Buyer with a 20% deduction for transport and handling costs.

#### Article 6. Delivery times

1. All periods included in the Agreement for delivery of Products and/or Services by the Supplier are an approximation and they are, at most, an obligation of best efforts for the Supplier, so that the Supplier will strive within its power to reasonably comply with the agreed period, unless agreed otherwise, and there is no question of force majeure (as described in Article 17) on the part of the Supplier.
2. A specified delivery time can therefore never be regarded as a strict deadline. If a period is exceeded, the Buyer must give the Supplier written notice of default. The Supplier must in each case be offered a reasonable term and in view of all circumstances in order to still implement the Agreement.
3. Exceeding an explicitly agreed period for the delivery of Products and/or Services shall never give the Customer, with due observance of Article 6, paragraph 1, the (immediate) dissolution of the Agreement or the extrajudicial dissolution or destruction thereof and/or claim compensation and does not entitle the customer to suspend its obligations.
4. If Supplier has indicated a time for the delivery or the implementation of the Agreement then this shall only be approximate. A specified delivery time can therefore never be qualified as a fatal deadline. In the event that a delivery date is exceeded, the Buyer should, therefore, give Supplier written notice of default. Supplier must then be granted a reasonable time limit to implement the Agreement as yet.

5. If the delivery cannot be made ex-stock, the delivery period is the period that the factory needs for the manufacture and transport of the Order; This starts on the day on which the Agreement was finally reached and all information and tools required for the implementation are received by the Supplier.
6. If and to the extent that this is, at the discretion of Supplier, required for a proper implementation of the Agreement, Supplier shall be entitled to rely on third parties for the performance of certain activities.
7. Buyer shall see to it that all data of which Supplier indicates that they are required or of which Buyer should within reason understand that they are required for the implementation of the Agreement, are supplied to Supplier in a timely fashion. If the data and tools required for the implementation of the Agreement have not been supplied to Supplier in a timely fashion then Supplier shall be entitled to suspend the implementation of the Agreement and/or to charge the additional costs deriving from the delay to the Buyer in accordance with the usual rates.
8. Supplier shall be allowed to deliver an Order sold in consignments, invoice each consignment separately and to require payment in accordance with the applicable payment terms.

Article 7. Inspection and complaints

1. The Buyer must inspect the goods delivered immediately after delivery for any deviations with what has been agreed. Any complaints relating to the goods delivered have to be filed ultimately within 8 days after delivery, in writing, and should together with the warranty-/return form, as provided in Supplier's web shop, be submitted to Supplier. After the expiry of the said period, the goods delivered shall be considered as having been irrevocably and unconditionally accepted by the Buyer. The Buyer has to hold the defective goods available for Supplier. The submission of a complaint shall not suspend the Buyer's payment obligation in respect of the goods in question.
2. After a defect has been established, the Buyer is obligated to immediately cease the use, adaption, processing and/or installation of the relevant Products and furthermore to do and leave everything reasonably possible to prevent (further) damage.
3. Should it upon arrival be visible from the outside that the goods are damaged, the Buyer has to make a reservation in writing in this regard against the carrier by means of a note on the proof of delivery, and it should, in derogation from the provisions of paragraph 1 of this article, inform Supplier hereof within 48 hours after receipt.
4. Drawings, technical descriptions, models, specimens, samples, images, colours, weights, sizes and indications of materials used, shall be stated by Supplier in good faith and as precise as possible. However, these informative data shall not be binding. Deviations in respect of goods delivered occurring within the margins that are customary in the industry must be accepted and shall not give the Buyer a right to complain, replacement, compensation of damage or any other right, unless the Agreement expressly provides for a smaller margin in respect of deviations.
5. Defective Products can exclusively be returned after prior consultation with one of the Seller's sales staff. In order to return the Products, the Buyer must use the warranty-/return form provided by the Supplier in its web shop; in the absence of this form, the Supplier shall be entitled not to process the return consignment.
6. If goods have been assembled or processed by the Buyer, it shall no longer be allowed to lodge a complaint, irrespective of the ground, including in case of incorrect delivery, even though it is made within the prescribed period; in these cases Supplier shall not be obliged to compensate in any manner whatsoever.
7. If the Buyer returns a Product, the Supplier will credit the purchase price of the Product, after deduction of 20% for transport and handling costs.

Article 8. Warranties and returns

1. The Supplier shall only offer a guarantee on the Products if and only to the extent that this has been agreed to in writing between parties. The guarantee granted is in all cases a so-called "Carry In-Carry Out" guarantee, which means that in case of guarantee the Buyer shall always be responsible for bringing the parts or Products under guarantee to the evaluating party appointed by the Supplier. And after repair/replacement, the Buyer should again pick up the Products or parts at the geographical address preferred by the Supplier.
2. The warranty term (unless) agreed in writing or stated by law differently is:

	+Line Selected	+Line (Original) en TWA	+Line Pro	Other brands
Car	12 months	24 months	36 months	24 months
Other categories (Truck, Marine, etc.)	12 months	18 months	24 months	24 months
Parts	12 months	12 months	12 months	24 months

3. For starters and alternators the warranty is additionally limited to the maximum of 100.000 km unless stated otherwise in writing.
4. Buyer must be able to show a correctly completed assembly report at all times on Supplier's request.
5. If the goods are sent to the Supplier under warranty, the Buyer shall bear the costs of transport or shipment, as well as the costs for the return transport, or the return shipment of the Products after repair/replacement by the Supplier, unless otherwise agreed to in writing.
6. Goods under warranty that are sent or transported for repair, replacement or assessment to Supplier, remain the risk of the Buyer at all times, regardless of who determined the manner of transport or shipping and no matter who pays the costs involved.
7. The guarantee does not apply if the Customer carries out repairs himself or makes changes to the Products, or has them made or applied by third parties, or if the Products have been used improperly or for a purpose other than for which they are intended, when they make modifications, or when they are poorly maintained.
8. Supplier explicitly provides no warranty on Products that have been used in mining, or have been mounted onto, to or in a piece of equipment, machine or vehicle that is or has been used in mining.
9. If the complaint is raised timely, correctly and in accordance with the provisions of article 7 and it is sufficiently demonstrated that the products are defective to the Supplier's reasonable discretion, the Supplier will have the choice to either supply the unacceptable Products again, free of charge, against the return of the defective Products, or to repair the Products in question turned out to fix it, or to grant the Buyer a discount to be established in mutual agreement on the purchase price, unless it has explicitly been agreed otherwise in a written agreement by the Supplier and the Buyer.
10. Through fulfilment of one of the aforementioned actions, the Supplier shall be fully discharged in respect of his guarantee obligations and the Supplier will not be liable for any further (damage) compensation.
11. If the Supplier supplies new parts to meet the warranty obligation, these terms and conditions will also apply in full to that delivery.
12. If the Supplier delivers Products to the Buyer which the Supplier has obtained from suppliers, the Supplier shall never be held to a further guarantee or liability to Buyer than that which the Supplier shall have against its supplier. In case of the sale of Products that are sold under a factory or importers warranty, the guarantee shall only apply to any faulty or defective individual components and/or parts of the Products delivered by the Supplier to the Buyer.
13. If Products, supplied under factory or importers guarantee, are returned for assessment of the guarantee by the manufacturer or importer concerned, any cost resulting for the Supplier, will be charged to the Buyer. Transport or shipping of the relevant Products for assessment, replacement or repair by the manufacturer or importer, shall be for the account of the Buyer.
14. The Supplier is expressly not responsible for recommendation or advice in respect of the installation or use of the Products, nor shall the Supplier be responsible for such advice or instructions by the Buyer to his Buyers. Failure to obtain a roadworthy certificate or any other required consent or authorization by the responsible authority, on a Product sold by the Supplier is the full responsibility of the Buyer and shall not pose grounds for the Buyer to terminate the Agreement or to claim damages.
15. The Products remain fully at the risk of Buyer in the event repair activities are carried out to the Products by the Supplier, unless the repair is the result of a defective performance of the Supplier and it cannot in fairness be expected of the Buyer to insure the Products for the above risk.
16. If the Buyer had any repairs or modifications done without prior consent of the Supplier, or had this carried out by third parties, the Supplier shall not be obliged to comply with its guarantee obligations. This also applies if improper use of the products has taken place by the Buyer or its affiliates, including in any case: any use for which the Product is not intended, reasonably and according to the user's guide.
17. If the Supplier replaces parts/products in the scope of the warranty, the replaced parts and Products will become property of the Supplier.
18. If the Buyer fails to fulfil any obligation arising from the agreement with the Supplier or any associated agreement properly or promptly, the Supplier shall not be obliged to observe any warranty - under whatever name - concerning these agreements.
19. Products that the Supplier rejects under the warranty remain the property of the Buyer. The Supplier will enable the Buyer to collect the rejected Products within 7 working days or to arrange for these to be sent by the Supplier. All costs arising will be borne by the Buyer. If there is no response, the Supplier will remove the Products.

20. If the Buyer wishes to return a Product, this must take place within 3 months after invoice date, using the form for that purpose in the Supplier's web shop.
21. Products can only be returned if the product value is at least € 75.
22. Products with a purchase value below € 75,00 can be registered for warranty. A photo with article number may be requested for these products. These products can be returned in combination with products above € 75,00.
23. Customer-specific items can not be returned.
24. The Buyer returns the Product with all the accessories supplied and, if this is reasonably possible, in the original condition and packaging. The Product may not have been mounted, used for diagnosis, be engraved or contain other traces of use.
25. The Buyer bears the risk of damage and/or loss of products until the time of delivery to the Supplier.
26. Returned Products that meet the above criteria will be credited by the Supplier with a 20% deduction for transport and handling costs with a maximum of € 35,00.  
When the returned Products are send back between 3 and 6 months, 35% will be deducted for transport and handling costs with a maximum of € 35,00.  
After 6 months goods will not be accepted for return.
27. The Supplier has the right to send returned Products that do not comply with the above criteria back to the Buyer. All costs arising will be borne by the Buyer.

#### Article 9. Specific warranty provisions workshop

The following warranty provisions of this article 9 apply in derogation of the provisions of article 8 of these terms and conditions and only to revised and repaired components:

1. Except for when the relevant invoice explicitly states that it constitutes a complete revision, it shall always constitute a repair. A warranty claim shall not extend the original warranty period.
2. The warranty period for completely revised components by the Supplier shall amount to six months with a maximum of 750 operational hours, starting from the delivery date ex storeroom.
3. The warranty period for repairs carried out on components by the Supplier shall amount to three months with a maximum of 375 operational hours.
4. The warranty claim shall only cover the provisions of article 8.6. All fees exceeding that which is stipulated in article 8.6, such as -but not limited to- transport costs, travel and accommodation costs, as well as the costs of disassembly and assembly are to be borne by the Buyer.
5. The warranty does not cover any defects that arise and that are partly or entirely caused by:
  - a. not adhering to operating or maintenance instructions of the concerning maker and/or machine manufacturer;
  - b. parts or appendages which are not or not directly part of the components;
  - c. regular wear and tear;
  - d. defective or inexpertly extension or installation of the component;
  - e. repair or repair attempt by third parties, including Buyer;
  - f. electrical components;
  - g. parts the Supplier has received from third parties, insofar as the third party has not provided the Supplier with a warranty.

#### Article 10. Price changes

1. If after the conclusion of the Agreement, however prior to the delivery, one or more of the cost factors undergo a change then Supplier shall be entitled to adjust the stipulated price accordingly. Supplier shall in any case be authorised to charge additional costs if there is question of cost increasing circumstances which Supplier did within reason not have to take into account, which cannot be blamed on Supplier or which are considerable compared to the price of the delivery.
2. Moreover, the following are passed on to the Buyer in full, to the extent that these changes take place after the date of the Offer:
  - a. taxes, import duties, duties, wages, terms and conditions of employment, social insurance contributions or other levies imposed or changed by the Dutch government (also including the European government) and/or trade unions;
  - b. changes in the wages, terms and conditions of employment, Collective Labour Agreements, VAT or social insurances and the like implemented by the government or trade unions and/or changes in the prices of suppliers;
  - c. price increases resulting from exchange rates, wages, raw materials, semi-manufactured products, packaging material, etc.

3. If Supplier is of the opinion that cost increasing circumstances have occurred then it must forthwith inform the Buyer accordingly adequately and in writing.
4. If Supplier increases the price by more than 10% of the original invoice amount within 3 months after the conclusion of the Agreement then the Buyer shall be authorised to dissolve the Agreement with Supplier without charge, unless Supplier indicates to be willing to implement the Agreement at the original price as yet. If the Buyer intends to dissolve the Agreement with Supplier in case of a price increase then the Buyer must inform the Supplier of said intention to dissolve the Agreement within fourteen 14 days after the notification of the price increase by means of a registered letter.

#### Article 11. Invoicing and payment

1. Supplier shall be authorised, at the beginning of the Agreement, to desire an advance in full or in part from the Buyer. Supplier will confirm this by writing in the offer to Buyer. Advances must be paid immediately after the conclusion of the Agreement and shall be deducted from the (last) invoice.
2. If it has been agreed that payment will take place by means of invoice, payment must take place within 14 days after the date of the invoice, without any setoff or discount, in a manner to be indicated by Supplier in the currency of the invoice, unless another period is agreed to in writing. Supplier reserves the right to send invoices digitally.
3. Unless otherwise agreed in writing, the supplier will send all invoices digitally to an e-mail address to be specified by the customer. No permission is required from the Customer for this.
4. After the expiry of the stipulated payment term the Buyer shall be in default by operation of law without any further notice of default being required.
5. As from the moment of default the Buyer shall be liable to pay interest on the due and payable amount equal to 1% per month, unless the statutory commercial interest is higher in which instance the statutory commercial interest shall apply. As from that moment any and all judicial and extrajudicial costs that Supplier incurs in order to obtain satisfaction – both in and out of court – shall be at the expense of the Buyer. In that case the Buyer shall be liable to pay compensation equal to at least 15% of the outstanding amount with a minimum of € 150.00 (in words: seventy-five euros). Should the costs actually incurred and to be incurred by Supplier exceed the aforementioned amount then these costs shall equally qualify for compensation. If the payment term has been exceeded by more than one month, the Supplier is authorized to charge the associated collection costs (at least 15%) to the Buyer if he makes use of appropriate persons or institutions for the collection of the claim.
6. If the Buyer does not comply with its payment obligations in a timely fashion then Supplier shall be authorised to suspend the obligations entered into vis-à-vis the Buyer regarding delivery and/or performance of activities until the payment has been made or sufficient security has been provided for the same without prejudice to the Supplier's right to compensation. The same already applies prior to the moment of default if Supplier may within reason assume that there are reasons to doubt the creditworthiness of the Buyer.
7. In case of liquidation, insolvency, debt management or suspension of payment, death or guardianship of the Buyer or a relevant application or petition the claims of Supplier and the obligations of the Buyer vis-à-vis Supplier shall immediately fall due.
8. If the Buyer has, on any account whatsoever, one or more counterclaims vis-à-vis Supplier then the Buyer waives its setoff right. Said waiver of the setoff right is also applicable if the Buyer applies for (provisional) suspension of payment or is declared insolvent. The buyer is not authorized to rent out or give in use the Products that are subject to the retention of title of the Supplier, to pledge them or to encumber them in any other way or to provide security in any other way to third parties before full payment of the amounts due to the Supplier has taken place.

#### Article 12. Reservation of title

1. Any and all goods delivered or to be delivered by Supplier shall remain the property of Supplier up to the moment that the Buyer has complied in full with all its payment obligations vis-à-vis Supplier on account of any Agreement concluded with Supplier for the delivery of goods and/or the performance of activities or the supply of Services, including claims in connection with a failure to comply with this kind of Agreement.
2. A Buyer acting as a reseller shall not be authorised to rent out, grant the use of, pledge or otherwise encumber the Products to which the Supplier has retained title. The Buyer is solely authorised to sell or deliver Products, of which the Supplier is the legal owner, to third parties insofar as this is necessary within the scope of normal business practice of the Buyer.

3. The Buyer shall not be allowed to establish limited rights on goods that are subject to the reservation of title of Supplier. If third parties (wish to) establish (limited) rights on the goods subject to the reservation of title then the Buyer shall forthwith inform Supplier in writing accordingly.
4. Supplier hereby already reserves an undisclosed pledge on delivered goods of which the title has transferred to the Buyer due to payment and which are still in possession of Supplier, by way of additional security for claims, other than within the meaning of article 3:92 paragraph 2 of the Dutch Civil Code, which Supplier may still have vis-à-vis the Buyer on any account whatsoever.
5. The Buyer is obliged to keep (have kept) the delivered goods subject to the reservation of title separate from other goods, with the required diligence and recognisable as property of Supplier.
6. The Buyer is obliged to insure the goods against fire, explosion and water damage as also against theft during the period of the reservation of title and to on demand provide Supplier insight into the policies of said insurances. Any and all claims of the Buyer vis-à-vis insurers of the goods on account of the aforementioned insurances shall, if so desired by Supplier, be pledged to Supplier in an undisclosed manner by way of additional security for the claims of Supplier vis-à-vis the Buyer.
7. As far as deliveries to be exported to Germany are concerned, if the Buyer (partly) or a third party forms (a) new good/goods made from the Products delivered by the Supplier, the Buyer or this third party shall form this/these good/goods exclusively for the Supplier and the Buyer shall keep this/these newly formed good/goods for the Supplier until the Buyer has fulfilled all the payments due under the Agreement; In that case, the Supplier retains all rights as owner of the newly formed good/goods, until the moment of payment in full by Buyer.

#### Article 13. Suspension and dissolution

1. If the Buyer or Supplier after being notified in writing or by electronic means fails to comply with its obligations under the Agreement then the other party shall, without prejudice to the relevant provisions set forth in the Agreement, be entitled to dissolve the Agreement out of court by means of a registered letter. The dissolution shall only take place after the defaulting party has been given written notice of default and has been offered a reasonable time limit to remedy the shortcoming.
2. The one party shall, without any demand or notice of default being required, moreover be authorised to dissolve the Agreement, either in whole or in part, out of court by means of a registered letter and with immediate effect if:
  - a. the other party applies for (provisional) suspension of payment or if the other party is granted (provisional) suspension of payment;
  - b. the other party files a winding-up petition or is declared insolvent;
  - c. the company of the other party is liquidated;
  - d. an important part of the company of the other party is taken over;
  - e. the other party discontinues its current company;
  - f. an attachment is, through no fault of the one party, imposed on a considerable part of the assets of the other party or if the other party should otherwise no longer be deemed able to comply with the obligations on account of the Agreement.
3. The Buyer shall only be authorised to suspend or dissolve the Agreement with Supplier to the extent that said authority derives from the law. If the Buyer has already received performances for the implementation of the Agreement at the time of dissolution then the Buyer can only partly dissolve the Agreement and such exclusively for the part that has not been implemented yet by or on behalf of Supplier.
4. Amounts that have been invoiced by Supplier to the Buyer prior to the dissolution in connection with that which Supplier has already performed for the implementation of the Agreement shall remain payable by the Buyer to Supplier and shall immediately fall due at the time of dissolution.
5. If the Buyer, after having been given notice of default in connection therewith, fails to comply, fails to comply in full or fails to comply in time with any obligation on account of the Agreement, Supplier shall be entitled to suspend its obligations vis-à-vis the Buyer without being liable to pay any compensation to the Buyer in that respect. Supplier shall also be entitled to this in the circumstances as intended in paragraph 2 of this article.

#### Article 14. Liability

1. If Supplier is liable for damage, said liability shall be limited to compensation of direct damages and at most to the invoice amount of the Agreement (excluding VAT), or that part of the Agreement to which the liability relates. The liability shall be

limited in all cases to the actual compensation paid by the insurer of Supplier in that specific case. Direct damage is exclusively understood as:

- a. the reasonable costs for the establishment of the cause and the scope of the damage, to the extent that the establishment is related to damage within the meaning of these general terms and conditions;
  - b. the possible reasonable costs incurred in order to have the defective performance of Supplier comply with the Agreement, unless they cannot be attributed to Supplier;
  - c. reasonable costs incurred in order to prevent or limit damage, to the extent that the Buyer demonstrates that these costs resulted in limitation of the direct damage within the meaning of these general terms and conditions.
2. Supplier shall never be liable for indirect damage, including bodily harm, consequential damage, lost profit, lost savings, wages, material costs, losses due to business interruptions, environmental damage and damage resulting from penalties imposed due to non-observance of delivery (completion) times.
  3. Supplier shall not be liable for damage, of any nature or any form whatsoever, in case it has departed from incorrect and/or incomplete data supplied by the Buyer.
  4. The limitations of liability for direct damage included in these general terms and conditions shall not be applicable if the damage can be blamed on intent or gross negligence on the part of Supplier.

#### Article 15. Limitation period

In all cases, the time limit within which the Supplier can be held liable for compensation for damage is limited to 2 year after delivery of the Products or Services to which the damage relates.

#### Article 16. Intellectual property

1. The Buyer shall not acquire any intellectual property rights in respect of the Products as a result of the Agreement. All rights of intellectual and industrial property on the Products or Services delivered under the Agreement and/or materials such as designs, documentation, reports, quotations as well as preparatory material thereof are vested in the Supplier at all times.
2. The Buyer shall not be permitted to modify or remove any applied marks or identifying marks on the Products or their packaging, nor to modify or copy the Products or any part of these.
3. The Supplier declares that to the best of its knowledge, the Products do not infringe any intellectual property rights of third parties valid in the Netherlands. In the event of any claims by a third party concerning infringement on such rights, the Supplier may, if necessary replace or modify the Product concerned, or acquire sufficient rights in respect of the Product, or terminate the Agreement entirely or partly. The Buyer shall only have the right to terminate the Agreement in so far as he cannot reasonably be expected to maintain the Agreement.
4. The Buyer will immediately notify the Supplier of any claims by third parties concerning an infringement of intellectual property rights in respect of the Products. In the event of such a claim, only the Supplier shall be authorised to put up a defence against this, partly on behalf of the Buyer, or to take legal action against this third party, or to settle out-of-court. The Buyer will refrain from taking any such measures, in so far as this can be reasonable be expected of him. The Buyer will provide his cooperation to the Supplier in all cases.

#### Article 17. Force majeure

1. The parties shall not be obliged to comply with any obligation if they are prevented from doing so as a result of a circumstance that cannot be blamed on negligence (*schuld*) and must neither be at their expense by law, a legal act or generally accepted practice.
2. Under these general terms and conditions, force majeure shall mean, in addition to the meaning thereof as laid down in the law and in case law, all external causes, anticipated or not anticipated, on which Supplier cannot exert influence, but which prevent Supplier from fulfilling its obligations. This shall also include strikes in the company of Supplier or the manufacturer or supplier.
3. The party who cannot fulfil the Agreement and invokes force majeure must inform the other party immediately and in writing and take all reasonable and necessary measures to limit or prevent the damage caused as much as possible, provided that he take such measures without unreasonably high efforts or costs.
4. Supplier shall also be entitled to rely on force majeure if the circumstance that prevents (further) compliance occurs after Supplier should have already complied with its commitment.

5. During the period that the force majeure continues the parties can suspend the obligations on account of the Agreement. If this period lasts longer than 30 days then each party shall be entitled to dissolve the Agreement, without any obligation to compensate the other party for damage.
6. To the extent that Supplier has already partly complied or shall comply with its obligations on account of the Agreement at the time of the occurrence of force majeure and independent value can be attributed to the part complied or to be complied with respectively, then Supplier shall be entitled to separately invoice the part already complied with or the part to be complied with respectively. The Buyer shall be obliged to pay this invoice as if it were a separate Agreement.

#### Article 18. Indemnity

The Buyer shall indemnify Supplier against possible claims of third parties who incur damage in connection with the implementation of the Agreement or the use of the Products and of which the cause can be blamed on others than Supplier, including claims of third parties with regard to intellectual property rights on materials and data supplied by the Buyer that are used for the implementation of the Agreement. In the event that Supplier should be challenged by a third party in this respect, then the Buyer shall be obliged to assist Supplier both in and out of court and to immediately do all that may be expected of it in such a case. If the Buyer fails to take adequate measures then Supplier shall, without notice of default, be entitled to proceed accordingly. All costs and damage on the part of Supplier and third parties arisen as a result thereof, shall be fully for the risk and expense of the Buyer.

#### Article 19. Transfer of rights

The Supplier shall be allowed to transfer the rights arising from any Agreement to third parties. Supplier will, when necessary, inform Buyer about this. The Buyer shall only be authorised to do so with the prior written consent of the Supplier.

#### Article 20. Applicable law and choice of forum

1. All Agreements concluded and to be concluded by Supplier shall be governed by Dutch law. The applicability of the Vienna Sales Convention is expressly excluded.
2. All disputes arising in connection with the present Agreement, or further Agreements resulting therefrom, shall be settled in accordance with the Arbitration Rules of the Netherlands Arbitration Institute in accordance with the following provisions:
  - a. the arbitral tribunal shall be composed of one arbitrator;
  - b. the place of arbitration shall be Amsterdam, The Netherlands;
  - c. the proceedings shall be conducted in the Dutch language.
3. The provisions of Article 20, paragraph 2 are without prejudice to the power of the parties to apply in urgent cases to the right to be heard by the Central Court of the Netherlands to judge in summary proceedings, or to apply to the Central Court of the Netherlands for judgement for taking precautionary measures.
4. The provisions of this article are without prejudice to the parties making every effort to resolve disputes related to the implementation of the Agreement as much as possible in mutual consultation.

#### Article 21. Change and interpretation of the terms and conditions

1. In case of an interpretation of the content and meaning of these general terms and conditions as well as in the case of conflict between the content or interpretation of any translations of these general terms and conditions and the Dutch version, the Dutch text shall prevail each time.
2. The most-recently filed version and/or the version as applicable at the time of conclusion of the Agreement shall always apply.