

## Appendix 1: Terms and conditions Dutch AV B.V.

### Article 1 Applicability

1.1 These terms and conditions are applicable to and are a part of all orders, applications, quotations, offers, proposals, partial deliveries, rentals, subsequent deliveries, agreements, and all other legal transactions and/or legal relationships whereby Dutch AV B.V. in Arnhem, further referred to as supplier, acts as the manufacturer, lessor and/or seller and supplier of goods and services, in the widest sense of the term, vis-a-vis its counterparty, in the following referred to as purchaser, and all agreements that flow therefrom.

1.2 Modifications of the agreement are only valid if announced expressly in writing to supplier and if expressly accepted in writing by the latter.

1.3 Clauses that deviate from or supplement these terms and conditions are only effective if and to the extent expressly accepted by an authorized representative of supplier in writing.

1.4 A purchaser with whom has been contracted once on grounds of the underlying conditions agrees to the applicability of these conditions to later agreements, on any account whatsoever, between him and supplier.

1.5 In case of differences between the meaning of the Dutch text of these conditions and that of translations thereof in different languages, what is established in the Dutch text applies between parties.

1.6 If a provision of these terms and conditions en/of a provision from an agreement between supplier and a purchaser for whatever reason turns out to be void or is annulled, the other provisions of these conditions and/or that agreement remain fully effective. Parties are obliged in such case in mutual consultation to (let) replace the void or annulled provision by a legally valid provision that does justice to the intention of parties as much as possible.

1.7 In case of contradictions between what is established in these terms and conditions and what is established in the agreement, what is established in the agreement prevails over what is established in these terms and conditions.

### Article 2 Offers

2.1 All quotations are non-committal, unless they contain a term for acceptance by the purchaser. If a quotation contains a non-committal offer and it is accepted, supplier has the right at all times to revoke the offer within four business days after receipt of the acceptance, without formal requirements and without needing to state grounds. If no revocation occurs within four business days, the agreement is adopted.

2.2 All specifications in an offer are by approximation.

2.3 Verbal and/or telephonic arrangements with staff or with representatives of supplier only apply if confirmed in writing by supplier.

2.4 Supplier is authorized to change the prices of agreements already concluded, if:

a. this change can be blamed on changes to the prices fixed for foreign currencies;

b. after conclusion of the agreement, the prices of goods that supplier does not manufacture himself, wages, salaries, social or other public contributions, levies of duties, freight and insurances fees change.

2.5 In the event referred to in section 4, purchaser does not have the right to rescind the agreement completely or in part.

2.6 Supplier always has the right, before delivering or continuing the delivery, to demand from purchaser that purchaser lodges adequate security vis-a-vis supplier for compliance with his obligations vis-a-vis supplier, failing which supplier has the right to rescind the agreement, or respectively to deem it rescinded for the future.

2.7 In the event of section 4, supplier is authorized to refuse delivery, if he may reasonably assume about purchaser that the latter will not comply with the agreement in accordance with the change.

2.8 An offer is valid no longer than thirty (30) days after the date of the offer.

2.9 Unless indicated otherwise, all prices are listed exclusive of VAT.

### Article 3 Delivery

3.1 The established delivery time only commences, or is deemed to have commenced, after receipt by supplier of all data and documents required for the implementation of the agreement and of any possible down payments and/or securities.

3.2 Established delivery times can never be considered strict time limits by purchaser. The overrunning of a term never confers the right to purchaser to demand compensation of additional or substitute damage, direct or indirect damage, or any other form of damage, of non-compliance with or the suspension of any obligation flowing from the agreement or from any other agreement. In case of late delivery, supplier must therefore be declared expressly in default in writing, whereby a reasonable term is set within which supplier must comply still.

3.3 In the event as referred to in section 2, purchaser does not have the right to simply rescind the agreement completely or in part, barring in case of the willful intent or gross fault on the part of supplier.

3.4 The goods are considered delivered as soon as they have been received and accepted by purchaser at the established location.

3.5 Acceptance occurs by way of the signing of the packing slip by purchaser.

3.6 Delivery of the goods occurs Ex Works (ex-plant) in accordance with the most recent version of the Incoterms of the International Chamber of Commerce (ICC). The transport of the goods therefore occurs at the expense and risk of purchaser. The means of transportation are paid by supplier. Supplier will package the goods in accordance with the standards that are customary for them and at the expense of purchaser. This article section can be derogated from in writing.

3.7 Unless expressly established otherwise in writing, the costs of the assembly of the devices delivered by supplier are not included in the prices listed. These are billed separately to purchaser in accordance with the assembly rates and conditions of supplier.

3.8 Purchaser makes sure that the technician of supplier can start with his activities as soon as he arrives at the place of installation.

3.9 All possible additional activities are at the expense of purchaser and are only carried out and/or delivered by supplier against the prices to be separately billed for them.

3.10 All facilities, whether or not made and/or created in accordance with data and drawings provided by supplier to purchaser for the installation of devices to be assembled and/or for the proper functioning of these devices are, if carried out by third parties, at the expense and risk of purchaser. Supplier is not liable in any manner for the implementation thereof.

3.11 Without prejudice to what is established in this article, supplier has the right to refuse assembly of the devices delivered by him if the facilities created in the opinion of supplier were not carried out in accordance with the requirements to be set by supplier, without being obliged to pay any compensation of damages to purchaser.

3.12 Wherever reference is made in these terms and conditions to delivery, a partial delivery is also intended.

### Article 4 Retention of title

4.1 All delivered goods and goods yet to be delivered remain the exclusive property of supplier until all claims that supplier has or will still acquire on purchaser, including in any event the claims as referred to in article 3:92 section 2 of the Civil Code (BW), have been fully settled.

4.2 If third parties levy an attachment on the matters delivered under retention of title or want to establish or enforce rights thereto, purchaser is obliged to immediately inform supplier accordingly.

4.3 Purchaser is obliged to render the matters that are subject to a retention of title for the benefit of supplier identifiable and keep them separately, secluded from other matters located at purchaser.

4.4 Purchaser is not authorized to sell or process matters that are subject to the retention of title otherwise than in the exercise of his normal business operations, nor to encumber them by a right in rem.

4.5 Purchaser has a duty of care vis-a-vis supplier for the goods that fall under the retention of title and must insure them against all risks that are customary in the sector.

4.6 Purchaser is liable vis-a-vis supplier for all damage that arises to the goods before the transfer of ownership referred to in section 1 of this article.

### Article 5 Payment

5.1 Payment occurs in the established currency, unless expressly established otherwise in writing, without any deductions, discounts and/or setoffs on any account whatsoever.

5.2 Payment occurs within thirty days after invoice date, unless expressly established otherwise in writing. Supplier always has the right to demand full or partial payment in advance.

5.3 As soon as purchaser knows or should reasonably know that he cannot, cannot timely, or cannot properly comply with his obligations, he immediately notifies supplier accordingly in writing, indicating the circumstances that are the reason for such non-compliance.

5.4 If payment has not occurred within fourteen days after invoice date or within another established payment term, purchaser falls into default without any default notice or judicial intervention. As from such time, all claims that are still outstanding become instantly payable without prior default notice.

5.5 In the event of section 4, purchaser owes supplier an interest of 1.5% per month on the invoice amount, effective as from the due date of the invoice, while, if supplier is forced to transfer the claim to third parties, purchaser is obliged as well to settle all legal expenses, whereby the extrajudicial costs are set at, at least, 10% of the principal sum.

5.6 In the event of section 4, supplier is authorized to instantly claim the compensation of damage that has occurred due to the delay.

5.7 In the event of section 4, supplier is authorized to suspend his obligations vis-a-vis purchaser.

5.8 In the event of section 4, supplier has the right to store the goods delivered and not paid yet at a location of his choice at the expense and risk of purchaser.

5.9 In the event of section 4, supplier is authorized to rescind the agreement immediately.

5.10 Each payment by purchaser primarily serves for the settlement of the costs, the interest, and subsequently of the payable invoices that have been outstanding the longest, even if purchaser indicates that the settlement regards a different invoice.

5.11 Purchaser does not have the right to set off and/or suspend any payment.

5.12 Purchaser does not have the right, without the express written consent of supplier, to transfer his rights and/or obligations vis-a-vis supplier, on any account whatsoever, to a third party.

### Article 6 Warranty (carry-in)

6.1 With due regard for the restrictions set forth below, supplier guarantees the soundness and proper quality of devices delivered during a warranty period of six months (exclusively on the basis of carry-in), to be counted as from the time of delivery, unless something else was expressly established in writing.

6.2 For goods or parts of goods that supplier does not manufacture himself, supplier only provides a warranty if and to the extent his supplier in his turn has provided a warranty to supplier. In this case, supplier informs the purchaser upon delivery of the goods and/or services of the warranty provisions of his supplies and of the term within which this warranty can be invoked.

6.3 The obligation that flows from what is referred to above in section 1 only applies for suppliers if purchaser proves that the unsoundness or the defect arose within the warranty term indicated in section 1 and was the exclusive result of the unsoundness or poor quality of the material used, manufacturing, or execution.

6.4 Purchaser sends the goods back to supplier at own expense and for own account.

6.5 Outside the warranty fall in any case defects that occur upon or that are the result completely or in part of:

- a. non-compliance with operating and maintenance regulations or use other than the normal usage that was foreseen;
- b. normal wear;
- c. assembly/installation or repairs by third parties, also including purchaser;
- d. the application of any government regulation regarding the nature or quality of the materials applied;
- e. materials or matters respectively used in consultation with purchaser;
- f. materials or matters provided by purchaser to supplier for processing;
- g. parts obtained by purchaser from third parties to the extent the third party has not provided any warranty to purchaser;
- h. the use of raw material regarding devices and/or automats not supplied by supplier.

6.6 When the warranty applies as indicated in this article, the supplier is obliged to replace or restore the unsound matters at his discretion.

6.7 The (wage) costs for repair activities that flow from the preceding are always, therefore during the warranty period as well, passed on to purchaser.

6.8 Replacement does not go beyond the forwarding of a new specimen free of charges.

6.9 If supplier replaces parts/goods to fulfill his warranty obligations, the replaced parts/goods become the property of supplier.

6.10 Without prejudice to the replacement or repair, the original warranty term is maintained.

6.11 In the matter of repair or revision activities or other services carried out by supplier, a warranty is only provided, unless it is expressly established otherwise in writing, for the soundness of the implementation of the activities ordered, such for a period of six months. This warranty comprises the sole obligation of supplier in case of unsoundness to carry out the relevant activities, to the extent unsound, anew.

6.12 The alleged non-compliance by supplier with his warranty obligations does not relieve purchaser of the obligations that flow for him from any agreement concluded with supplier.

#### **Article 7: Rentals**

7.1 Supplier can offer goods for rent to purchaser during a rental period set by agreement. The rented object is provided by supplier in a proper state of repair to purchaser.

7.2 During the rental period, purchaser is responsible for the proper functioning of the rented object and purchaser will maintain the rented object at own expense. Purchaser is not authorized to sub-let the rented object or to provide it to third parties otherwise.

7.3 During the rental period, purchaser is liable for damage to the rented object and purchaser will insure and keep insured the rented object against damage at own expense.

7.4 Any form of damage caused by defects of the rented object to systems and/or property or staff of purchaser are at the expense and risk of purchaser.

7.5 Purchaser safeguards supplier against all forms of damage of third parties that was caused through defects of the rented object.

7.6 Any form of theft or the going missing of the rented object is at the expense and risk of purchaser.

7.7 Purchaser grants supplier access unconditionally to all buildings and premises of purchaser where the rented object is located in order to inspect the rented object.

7.8 The rented object may only be used by purchaser in accordance with the purpose that the rented object was provided for.

7.8 With respect to the rented object, article 10 is correspondingly applicable.

#### **Article 8 Liability**

8.1 Supplier is not liable for damage caused by supplier or by the persons or tools that supplier uses upon the implementation of the agreement, vis-a-vis purchaser and/or third parties, except in case of the willful intent or gross fault on the part of supplier himself.

8.2 Supplier is never liable vis-a-vis purchaser for consequential damage, business damage, indirect damage, damage of this parties, loss of customers, damage to reputation and/or goodwill and/or lost profit.

8.3 Supplier is not liable for damage incurred by purchaser and/or third parties that was caused directly or indirectly by the product itself.

8.4 The total possible liability of supplier is limited to the amount of the invoice value of the goods. Regardless of what is established above, the possible liability of supplier in all cases is limited in any event to the amount for which under such liability insurance as may have been taken out by supplier coverage is granted for the relevant damage and only to the extent the insurer effectively proceeds with disbursement. For any amount exceeding, supplier cannot be addressed.

8.5 Any claim vis-a-vis supplier, except those recognized by supplier, lapses through the simple expiry of 12 months after the arising of the claim, unless it is barred with legal validity by purchaser.

8.6 Supplier is not liable for damage to or the loss of goods of purchaser and/or third parties that were entrusted to him in connection with the preparation or implementation of an agreement, except in case of the willful intent or gross fault on the part of supplier.

8.7 Purchaser safeguards supplier, his employees and the ancillary persons deployed by him completely against claims by third parties for the compensation of damage to purchaser on grounds of liability on any account whatsoever.

8.8 Advice given by supplier with respect to qualities, forms of execution, sizes etc. is provided to the best of the knowledge available, but purchaser cannot claim any entitlement to compensation of damage vis-a-vis supplier in connection with the advice referred to. Advice given does not relieve purchaser in any manner of any own obligation and/or responsibility.

#### **Article 9: Force majeure**

9.1 In cases of force majeure, supplier is authorized to rescind the agreement completely or in part, without any default notice being required to such effect, or to suspend his obligations for the duration of the inattributable shortcoming, without purchaser being entitled to compensation of damages from supplier.

9.2 By force majeure is intended any circumstance independent of the will of supplier, even if it could already be foreseen at the time of adoption of the agreement, that prevents compliance with the agreement permanently or temporarily. By force majeure is intended in any event: non-, improper, or non-timely delivery by suppliers (also including suppliers of fuel power, and water) to supplier, illness of staff of supplier or of his suppliers, defects in ancillary means and means of transport, fire at supplier or his suppliers, theft at supplier or his suppliers, work strikes and/or riots at supplier or his suppliers, traffic impediments, transport issues at supplier or his suppliers, government measures that render the implementation of the agreement objectionable or more objectionable than could be foreseen at the time of conclusion of the agreement, war, or other upheavals and weather effects.

9.3 In case the situation of force majeure lasts longer than two months, purchaser has the right to unilaterally rescind the agreement for the part that has not been implemented yet. Costs already incurred or still to be incurred by supplier must in this situation be compensated by purchaser.

#### **Article 10: Inspection and complaint**

10.1 If the delivered goods and/or services do not meet the requirements of the agreement, then purchaser has the right to demand proper compliance with the agreement by the supplier still on the conditions listed in this article.

10.2 A purchaser is obliged to (let) inspect/test the matters precisely immediately after receipt. Any possible complaints in the matter of visible defects must be reported to supplier no later than within eight days after acceptance, failing which any entitlement of purchaser vis-a-vis supplier lapses.

10.3 Regarding 'hidden defects', complaint must be filed, on pain of any entitlement of purchaser vis-a-vis supplier lapsing, within eight days after they are discovered or could reasonably have been discovered, though no later than within three months after delivery.

10.4 Regarding (possible) defects, purchaser must file complaint with supplier in writing. The complaint must be sufficiently substantiated. Purchaser must provide supplier with the opportunity to investigate the complaint. Purchaser must render supplier all assistance to such effect. If the complaint is not sufficiently substantiated, purchaser has tried to repair the defects himself, supplier is not given the opportunity to investigate the complaint or investigation is no longer possible, any claim of purchaser vis-a-vis supplier lapses.

10.5 Were the complaint of purchaser to be declared unfounded or rejected by supplier after investigation of supplier, something which is entirely at supplier's discretion and whereby supplier is not obliged in any manner to provide further motivation concerning, then purchaser must fully refund all costs of investigation that supplier has had to incur regarding the investigation of the complaint filed by purchaser to supplier upon first request.

10.6 The right of complaint does not exist if the goods have been processed or resold.

10.7 Defects in a part of the delivery do not confer the right to reject the entire delivery.

10.8 Supplier is free to assess in case of a defect that has been established and recognized by supplier to choose to either replace the defective good or the defective goods or to repair them.

10.9 Return shipping of delivered goods is only permitted if written permission was obtained to such effect from supplier.

10.10 The right of complaint does not grant purchaser the right to suspend his payment obligation.

#### **Article 11 Cancellation**

11.1 In case of the total or partial cancellation of the agreement by the purchaser, he owes a cancellation fee for the amount of a percentage of the value of the agreement in accordance with the scales included in section 2 and 3 respectively of this article 11. Notice must be given, dated, in writing.

11.2 In case of the total cancellation of the agreement with a value of up to an amount of EUR 7,500 (exclusive of VAT), the purchaser must pay the supplier a cancellation fee for an amount of:

- a. in case of cancellation until 3 weeks before the day of delivery and/or the time when the services should be provided pursuant to the agreement, 25% of the value;
- b. in case of cancellation until 2 weeks before the day of delivery and/or the time when the services should be provided pursuant to the agreement, 50% of the value;
- c. in case of cancellation until 1 week before the day of delivery and/or the time when the services should be provided pursuant to the agreement, 75% of the value;
- d. in case of cancellation within 1 week before the day of delivery and/or the time when the services should be provided pursuant to the agreement, 100% of the value.

11.3 In case of the complete cancellation of the agreement with a value above EUR 7,500 (exclusive of VAT), a cancellation fee has to be paid by the purchaser to the supplier for an amount of:

- a. in case of cancellation until 6 weeks before the day of delivery and/or the time when the services should be provided pursuant to the agreement, 25% of the value;
- b. in case of cancellation until 4 weeks before the day of delivery and/or the time when the services should be provided pursuant to the agreement, 50% of the value;
- c. in case of cancellation until 2 weeks before the day of delivery and/or the time when the services should be provided pursuant to the agreement, 75% of the value;
- d. in case of cancellation within 2 weeks before the day of delivery and/or the time when the services should be provided pursuant to the agreement, 100% of the value.

11.4 In case of partial cancellation, section 2 or section 3 respectively of this article 11 is correspondingly applied and the sums listed therein must be compensated by the purchaser to the supplier in proportion to the value of the cancelled part of the agreement.

11.5 If the damage effectively incurred by supplier as a result of the cancellation exceeds the cancellation fee owed by purchaser, then supplier retains the right to claim compensation of the damage effectively incurred.

#### **Article 12 Termination**

12.1 If purchaser does not comply with one or more of his obligations flowing from the agreement, the law, custom, or the requirements of reason and fairness in accordance with article 248 section 1 volume 6 BW (Civil Code), is declared bankrupt, applies for suspension of payments, proceeds with the liquidation of his business, his assets are seized completely or in part, or he turns out to be insolvent otherwise in the opinion of supplier, supplier has the right to rescind the agreement without requiring a default notice.

12.2 Purchaser only has the right to terminate the agreement in those cases that are arranged for in these terms and conditions.

#### **Article 13 Industrial property**

13.1 All drawings, pictures, product compositions, sizes, computer programs, and indications of weight, as well as all other information, products, and goods provided by supplier to purchaser in the context of any agreement, remain the property of supplier, subject expressly to the copyrights, model and patent rights.

13.2 Except with the express prior written permission of supplier, it is prohibited to purchaser to (let) copy these documents and goods or to provide them for perusal by or make them available to third parties.

13.3 If upon request of purchaser a special product, especially intended for purchase, is designed and/or composed by supplier, such design always remains the property of supplier.

13.4 The delivery of a matter or good cannot be qualified as an express or implicit license for use, multiplication, or release to third parties of the intellectual or industrial property.

13.5 Purchaser warns supplier if third parties breach or threaten to breach the intellectual or industrial property.

#### **Article 14 Takeover of staff and confidentiality**

14.1 Purchaser will keep any of the information and/or data he obtains in the context of (the implementation of) any agreement secret and not disclose such to third parties without the written consent of supplier, unless disclosure occurs on grounds of a legal obligation or court order. The terms 'information' and 'data' must be understood in the widest possible sense.

14.2 It is not permitted to purchaser to hire collaborators (also including third parties that are engaged by supplier) of supplier, who are involved in the implementation of any agreement, or to negotiate with such collaborators about hiring them, unless in consultation with and following the written consent of supplier.

14.3 Without the permission of supplier, purchaser will not make any statements to third parties regarding the supplier, the way of working, methods, specifications and the likes.

14.4 Purchaser commits himself vis-a-vis supplier to impose the obligations as listed in the previous sections of this article on those (also including employees of purchaser) who are charged on behalf of purchaser with the implementation of any agreement and guarantees vis-a-vis supplier that this/these person(s) will comply with these obligations.

14.5 In case of the violation by purchaser of his obligations on account of this article, purchaser forfeits, without requiring any warning or default notice, an instantly payable fine, that is not eligible for setoffs, of EUR 50,000 per event to supplier, which fine does not affect the possible obligation to pay damages of purchaser.

14.6 Each (attempt at) negotiation, whether or not with the same person, is a separate violation.

14.7 Each disclosure, regardless of whether the disclosure is made several times to the same party, is a separate violation.

#### **Article 15 Disputes**

15.1 Disputes flowing from or related to any undertaking between supplier and purchaser will be submitted to the competent court of law in Arnhem.

15.2 To all undertakings between supplier and purchaser, Netherlands Law is exclusively applicable. The applicability of the Vienna Commercial Convention (Convention on the International Sale of Goods 1980) is excluded.