

GENERAL TERMS AND CONDITIONS DE HAARDT B.V.

Article 1 APPLICABILITY

1. These General Terms and Conditions are applicable to all legal relationships between De Haardt B.V., a limited liability company registered with the trade register of the Chamber of Commerce for Central Gelderland under number 63574616) and any other party, also including the other party's agents, representatives, heirs and other assigns. No other terms and conditions shall apply or be added or amended to said legal relationship, unless such terms and conditions are agreed to in writing by De Haardt.

Article 2 QUOTATIONS

1. All quotations are without obligation unless expressly stated otherwise; details and enclosures provided are solely for information and give only a general reproduction.
2. A quotation is valid for a period as stated in the quotation itself. If no period is stated, the quotation is valid for a period of thirty days.
3. De Haardt reserves the right to refuse orders.

Article 3 PRICES

1. The prices quoted by De Haardt are based on the price-determining factors applicable at the time of the offer, such as prices of materials, premiums, taxes, duties, freight charges, exchange rates etc., including the wage bill calculated at De Haardt's current tariffs.
2. De Haardt is entitled to increase the agreed prices if there is a change in one or more of the price-determining factors after the finalisation of the contract.
3. In all cases, the prices shown in the quotation are exclusive of all direct and indirect taxes, import and excise duties, and also exclusive of transport and postage costs and insurance premiums. The said direct and indirect taxes, import and excise duties, transport and postage costs and insurance premiums are for the other

- party's account and risk at all times unless otherwise agreed in writing.
4. The prices applied by De Haardt are quoted in euro unless expressly stated otherwise.

Article 4 CREATION OF A CONTRACT

1. A contract between De Haardt and the other party is deemed only to come into being if and insofar as De Haardt has provided a written notice accepting the order placed by the other party and that notice has been signed for approval by the other party and received back by De Haardt.
2. Without prejudice to the provisions in the first paragraph, a contract also comes into being through an electronic order placed in the manner indicated on the De Haardt website, followed by a written confirmation from De Haardt.
3. An order placed orally by the other party lapses if it is not accepted immediately by De Haardt in a written notice of acceptance.
4. Any additional agreements or changes to the contract are not binding on De Haardt until they have been accepted in writing.

Article 5 INTELLECTUAL PROPERTY

1. All copyrights, patent rights, trade name rights, trademark rights and other intellectual or industrial property rights in respect of the goods supplied to the other party or made available for the latter's use by De Haardt, including the manuals, descriptions and documentation relating to such goods, are the exclusive property of De Haardt or its licensor(s). None of the provisions of the contract or of these General Terms and Conditions can be interpreted in such a way that it results in the full or partial transfer of these rights to the other party.
2. If any claim is made by one or more third parties in respect of the rights mentioned in the first paragraph or there is a threat of such a claim, De

Haardt may immediately replace the goods forming the subject of the infringement or alleged infringement and/or change them in such a way as to avoid infringement. The other party is obliged to cooperate in any such replacement and/or change.

Article 6 PERFORMANCE

1. An agreed period within which the contract is to be performed shall not be a final deadline, unless expressly agreed otherwise. In the event of late performance, the other party must declare De Haardt to be in default in writing and give De Haardt another reasonable term to carry out the contracted performance.
2. A delay of less than 30 days in complying with the delivery time shall not under any circumstances, even after written notice of default, give rise to any entitlement to compensation and/or any right to dissolve the contract and/or any right for the other party to carry out the contracted performance himself or have it carried out by third parties, unless agreed otherwise in writing.

Article 7 DELIVERY

1. Unless agreed otherwise in writing, goods are delivered ex warehouse of De Haardt in Elst, which means that delivery will occur and risk of loss and title shall transfer to the other party when the goods arrive at the warehouse.
2. As soon as De Haardt has informed the other party that the goods are ready for delivery from a particular date, the goods shall be deemed to have been delivered effectively on that date. From that date on, the goods remain on De Haardt's premises at the other party's risk. If the goods have not been collected within two weeks after the date of the above notification, De Haardt shall be entitled to charge the other party a custody charge in accordance with De Haardt's current tariff.
3. The risk of damage to or destruction or loss of the goods to be supplied passes to the other party immediately De Haardt has provided the notification referred to in the preceding paragraph, even where the goods are to be transported by De Haardt.
4. Where it has been agreed that the goods are to be transported by De Haardt, the cheapest

method of shipping will be adopted in all cases unless agreed otherwise in writing. The goods travel for the other party's account and risk in all cases, unless agreed otherwise in writing. Without prejudice to the provisions in article 8, De Haardt is not liable for loss or damage resulting from any stoppage or delay in transport unless caused by the fault or gross negligence of De Haardt or its managerial staff.

Article 8 FORCE MAJEURE

1. It is a non-attributable shortcoming in De Haardt's performance of the contract as referred to in Article 6:75 of the Dutch Civil Code if De Haardt is prevented from complying with its obligations under the contract or with the preparations for it as a result of inter alia riots, war and kindred risks, fire, water damage, flooding, strike, government measures, faults in machinery or interruptions to power supplies, all as affecting either De Haardt or third parties from whom De Haardt is obliged to obtain the necessary documents, materials, raw goods or personnel in whole or in part, and also during storage or transport whether by or on behalf of De Haardt, and further as a result of all other causes originating other than through De Haardt's fault or for its risk.
2. In the event of non-attributable shortcomings as referred to in the previous paragraph on the part of De Haardt, the latter's delivery obligations and other obligations shall be suspended unless De Haardt still opts to meet its obligations as soon as is reasonably possible.
3. If the performance of the contract is delayed for more than two months as a result of non-attributable shortcoming in the performance of the contract on the part of De Haardt, both De Haardt and the other party shall have the right to invoke the dissolution of the contract by a notification in writing. In the latter case, De Haardt and the other party must agree arrangements for dealing with the consequences relating to the contract. In that case, De Haardt will be entitled at least to repayment of the costs incurred by it.
4. In the event that the contract is dissolved or suspended in consequence of a non-attributable shortcoming, De Haardt shall not be obliged to pay any damages.

Article 9 LIABILITY

1. All liabilities on the part of De Haardt that are not expressly acknowledged in these General Terms and Conditions or in the contract, and in particular liabilities for damages, whatever legal ground they may be based on, are excluded insofar as legally permitted, also insofar as these liabilities relate to the other party's guarantee rights.
2. Specifically, De Haardt is not liable for personal accidents and/or damage to items, machines, installations and buildings or for consequential loss of any kind whatsoever suffered by the other party or by third parties as a result of incorrect delivery or of faults and defects in the goods delivered and/or advice provided and/or services performed by De Haardt. Further, De Haardt does not accept any liability for loss resulting from the incorrect or improper use of the goods supplied by De Haardt and/or from the incorrect or improper application of advice provided by De Haardt. Equally, De Haardt is not liable if it is unable to comply with its obligations under the contract as a result of a non-attributable shortcoming as mentioned in Article 8.
3. Without prejudice to the provisions in the preceding paragraphs, De Haardt is also not liable for loss resulting from the fact that the other party may not use the goods supplied by De Haardt owing to the current law or regulations in the country where the other party wishes to use the supplied goods.
4. The provisions in the third paragraph apply mutatis mutandis if the other party sells the goods on or otherwise makes them available to one or more third parties.
5. If De Haardt is liable in the meaning of this article, the compensation to be paid shall be no more than the amount received by De Haardt in connection with the relevant contract.
6. In any case, De Haardt's liability shall not exceed the costs of repairing the goods that were not delivered as contracted or the costs of replacing the said goods, whichever may be lowest.
7. The limitations included in this article shall not apply if the loss is the result of deliberate acts or gross negligence by De Haardt or its managerial staff.

Article 10 WARRANTY

1. Unless expressly agreed otherwise in writing, De Haardt warrants that the goods supplied or provided for use comply with:
 - a. the current safety requirements for the goods in question in the Netherlands;
 - b. the safety requirements laid down for the goods in question by the competent EU bodies.
2. Unless expressly agreed otherwise in writing, De Haardt does not warrant that the goods referred to in the first paragraph comply with all the statutory and other public law requirements in force in the country of import.
3. Unless expressly agreed otherwise in writing, De Haardt guarantees for three months after delivery of the goods sold or provided for use that:
 - a. the goods can perform the tasks stated in the manuals, descriptions and documentation;
 - b. the goods are free of material or manufacturing faults.
4. The liability under the guarantee contained in this article is limited at De Haardt's choice to remedying material and manufacturing faults free of charge in De Haardt's own workshop, supplying new parts free of charge and taking back and acquiring the ownership of the non-functioning parts, or applying a price reduction by agreement with the other party on the goods supplied or provided for use. De Haardt cannot under any circumstances be obliged to come to the location of the delivered goods to establish defects claimed by the other party. Equally, De Haardt cannot be compelled to carry out repair work outside its own workshop.
5. The guarantee referred to in the fourth paragraph does not cover the costs of disassembly, labour costs, transport costs and call-out charges, all in the most general sense. These costs will be charged in all cases.
6. No guarantee is provided if: changes have been made to the goods supplied by or provided for use by De Haardt other than by de Haardt itself or persons expressly authorised by De Haardt, unless De Haardt has agreed in writing to such changes in advance; the defects in the goods supplied or provided for use by De Haardt are the result of:

- a. neglect of the maintenance of the goods supplied or provided for use by the other party or other users;
 - b. improper use or use not in accordance with the instructions supplied by De Haardt for the installation of the goods;
 - c. incompetent use and/or misuse of the goods supplied or provided for use by the other party or other users;
 - d. wear and tear;
 - e. repairs or replacements carried out by persons other than those expressly authorised to do so by De Haardt, unless De Haardt has agreed in writing to such repairs or replacements in advance
7. Work not covered by the guarantee as referred to in this article shall be charged to the other party in accordance with De Haardt's relevant current tariffs.
8. Notwithstanding the provisions in the preceding paragraphs, the guarantee provided by De Haardt does not go beyond any guarantee provided to De Haardt by the relevant manufacturer or supplier of the hardware and/or software and fulfilled in respect of De Haardt. De Haardt shall on the other party's request inform the latter of the content of the contracts entered into between De Haardt and its suppliers.

Article 11 COMPLAINTS

1. The other party must notify all complaints to De Haardt immediately in writing, giving precise details of the nature of and reason for the complaints and enclosing the material to which the complaints relate.
2. For visible defects, the notification referred to in the first paragraph must be given within fourteen calendar days: after the delivery or provision of the sold goods or goods supplied for use, or where the installation of the sold goods or goods provide for use has been arranged by De Haardt within fourteen calendar days after their installation; or after the completion of the agreed service.
3. For non-visible defects, the notification referred to in the first paragraph must be given as soon as possible after the other party has discovered these defects or could reasonably have been expected to discover them.
4. Complaints in respect of invoices must also be submitted in writing, within fourteen calendar days after the date of posting of the invoices.
5. Failure to act in accordance with this stipulation shall mean that no claim of whatever description may be asserted against De Haardt.

Article 12 PAYMENT

1. Unless otherwise agreed in writing, all payments must be made in euro.
2. If the other party is a resident in or established in the Netherlands, the other party must, unless otherwise agreed in writing, pay for all deliveries within fourteen calendar days after the date of invoice to the bank account designated by De Haardt without any discount and without any right of set-off or suspension.
3. If the other party is not resident in or established in the Netherlands, the other party must, unless otherwise agreed in writing, pay for all deliveries in advance to the bank account designated by De Haardt without any discount and without any right of set-off or suspension.
4. The settlement date stated by De Haardt's bank service is final and shall accordingly be regarded as the date of payment.
5. If the invoice has not been paid within fourteen calendar days after the date of invoice, the other party is in default of payment and De Haardt shall be entitled to charge the statutory interest referred to in Article 6:119a BW of the Dutch Civil Code on the amount still unpaid.
6. If the other party has failed to comply promptly with his payment obligations or other obligations towards De Haardt and remains in default, the other party shall be obliged to take for his account and to pay all the expenses to be incurred by de Haardt in respect of inter alia returned bills, receipts or uncovered cheques, together with legal and extrajudicial collection costs without exception, including the fees, office expenses and VAT of the lawyers brought in by De Haardt, even insofar as it may not be possible to liquidate these costs in a court judgment. The amount payable by the other party to De Haardt in respect of extrajudicial collection costs shall be at least 15% of the principal sum passed for collection plus interest, with a minimum of fivehundred euro, exclusive of VAT.

7. The other party is obliged to pay even in the event that he does not make use of the goods and/or services provided by De Haardt or if he does not achieve his intended result with them.
3. If the good or goods sold by De Haardt are intended for export, the property law consequences of the reservation of title shall be governed by the law of the destination state if that law contains provisions in respect of the reservation of title that are more favourable for De Haardt than those applying under the applicable law pursuant to article 19 and the good or goods sold are in fact imported into the indicated destination state.

Article 13 OTHER PARTY'S OBLIGATIONS

1. The other party shall cooperate fully in the implementation of the contract entered into with De Haardt.
2. Without prejudice to the provisions in the first paragraph the other party shall be responsible for customs formalities, permits and special safety measures, unless agreed otherwise in writing.
3. If the other party fails to provide De Haardt with the necessary cooperation for the implementation of the contract, or fails to do so in time or in accordance with the agreements made, and/or otherwise fails to comply with his obligations towards De Haardt as referred to in this article, De Haardt shall be entitled to charge him for the implementation of the contract at De Haardt's usual tariffs.

Article 14 RESERVATION OF TITLE

1. If De Haardt has delivered the goods and the other party has not paid in full, the goods shall continue to be for the other party's risk and shall remain the property of De Haardt for as long as the other party has not paid in full the amounts owed in respect of the goods delivered or deliverable under the contract or the services performed or performable for the other party under that contract and in respect of claims for any shortcoming in the performance of the said contracts.
2. The other party is obliged to keep the goods delivered under reservation of title with due care as De Haardt's recognisable property. The other party is obliged to insure the goods against fire, explosion and water damage and against theft for the duration of the reservation of title, and to provide the relevant insurance policies for inspection by De Haardt on first notification. If De Haardt so requests, the other party shall without delay pledge all claims made on the insurers by the other party under the said insurance policies to De Haardt to further secure De Haardt's claims against the other party.

Article 15 FURNISHING OF SECURITY

1. If De Haardt has good reason to fear that the other party will not comply with his obligations under this contract, De Haardt may either before or during the implementation of the contract suspend performance of its obligations until the other party has on De Haardt's request furnished security to De Haardt's satisfaction for compliance with all his obligations under this contract. This provision continues to apply if credit has been stipulated.
2. Where the period set by De Haardt for furnishing security has lapsed or where the other party refuses to furnish security, the other party shall be in default by operation of law and De Haardt may then rescind (in Dutch: '*ontbinden*' as referred to in Article 6:265 of the Dutch Civil Code) the contract without the intervention of the courts by a written declaration addressed to the other party and take back any items that have already been supplied, without prejudice to De Haardt's rights to compensation for costs, interest and damage, including loss of profits.

Article 16 CONFIDENTIALITY

1. The other party is obliged to observe secrecy on all confidential information relating to De Haardt and its associated enterprises.
2. Confidential information as referred to in the first paragraph includes but is not restricted to company secrets, discoveries, ideas, concepts, designs, know-how, techniques, specifications, drawings, diagrams, data, computer programs, business activities and pursuits, customer lists, reports, studies and other technical and business information. Confidential information also includes descriptions of the existence or development of the above information.

Article 17 RESCISSION

1. Without prejudice to any other rights and in addition to that which is stated in Article 6:265 of the Dutch Civil Code, De Haardt may rescind (Dutch: 'ontbinden' as specified in Article 6:265 of the Dutch Civil Code) the contract with immediate effect and without further notice of default and take possession of the delivered goods again immediately as far as they have not been paid in the following cases: if the other party fails to comply or to comply in time or in full with any obligations pursuant to this contract; if the other party applies for suspension of payment, bankruptcy or involuntary liquidation, or if an application is made for the Debt Rescheduling (Natural Persons) Act (Wet schuldsanering natuurlijke personen) to be applied in respect of the other party; where the other party is a juristic person, on the dissolution or liquidation of the other party or if the control of or deciding vote in the other party comes to rest with a third party; or if the delivered item is claimed by the authorities or attachment is placed on it.
2. If De Haardt rescinds the contract the damage that the other party shall be obliged to pay to De Haardt in that respect shall be the amount of the whole contract, without prejudice to De Haardt's entitlement to any further damages.
3. The other party may only rescind the contract if the provisions of Article 6:265 of the Dutch Civil Code have been satisfied, unless De Haardt agrees to the rescission in writing.

Article 18 HARDSHIP CLAUSE

1. If the circumstances on which the parties based their actions at the time when the contract was entered into change in such a way that one of the parties cannot reasonably be expected to comply with one or more of these General Terms and Conditions as a result, the parties shall consult to agree interim changes to the contract.
2. In the event that the contract, one of its provisions or any part thereof is void the parties shall consult to agree interim changes to the void provisions of the contract.

Article 19 DISPUTES

1. The legal relationship with De Haardt B.V., its employees and subcontractors is subject to the

laws of the Netherlands, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods concluded on 11 April 1980 at Vienna (Vienna Sales Convention, Netherlands Bulletin of Treaties 1981/184).

2. Any and all disputes resulting from or associated with said relationship, regardless the legal basis, shall be subject to the exclusive jurisdiction of the courts of Arnhem, the Netherlands. Nevertheless De Haardt retains the right to summon the other party before the civil court having jurisdiction under the law or the applicable international convention.
3. These General Terms and Conditions shall be available for inspection at the office of De Haardt. They shall be handed to the other party at the time of the confirmation of the order or shall, if this is not reasonable possible, be sent immediately on request, at no charge. These General Terms and Conditions are also available on the website www.de-haardt.com.

Elst, August 2016.