

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY of Taylor Technologies B.V., a private company with limited liability duly incorporated and validly existing under the laws of the Netherlands, with registered seat and its offices at (5617 BD) Eindhoven, Torenallee 32-14, the Netherlands, registered with the Chamber of Commerce under number 80237193;

Article 1 Definitions and Interpretation

1.1 For the purposes of these General Conditions and all related documents, the capitalized terms as defined below in alphabetical order shall have the following meanings whereby these terms may be used in the singular or the plural form and vice versa, as the context so requires:

'Affiliated Company': any company, firm, partnership or other legal entity which (a) controls either directly or indirectly a Party, or (b) is controlled directly or indirectly by a Party, or (c) is directly or indirectly controlled by a company or entity which directly or indirectly controls a Party. 'Control' meaning the ownership of 50% (fifty percent) or more of the share capital or the right to exercise 50% (fifty percent) or more of the voting rights in the appointment of the directors of such company, firm, partnership or other legal entity, but any such legal entity shall be deemed to be an Affiliated Company only as long as such liaison exists.

'Agreement': the agreement concerning the sale and delivery of Products and/or Services concluded in writing between the Supplier and the Customer of which these General Conditions form an integral part, including all appendices, subsequent amendments hereof and/or addenda hereto as may be agreed upon in writing between the Supplier and the Customer.

'Agreement Price': the total amount of the consideration as specified in the Agreement which is payable by the Customer to the Supplier for the sale and delivery of Products and/or Services.

'Confidential Information': the Agreement, its terms and execution, as well as all information and know-how (including but not limited to formulations, designs and other intellectual property rights) furnished by a Party to the other in any form whatsoever or otherwise coming to a Party's knowledge in connection with the performance of the Agreement and all data derived directly or indirectly from such information and all warranty claims, if any, which may arise under the Agreement.

'Customer': the firm or company named as such in the Agreement and/ or an issuer of a Purchase Order.

'Force Majeure': includes, but is not limited to, Act of God, directive of Government or of persons purporting to act therefore, legislation, war, civil disturbance, fire, drought, failure of power supply, explosion, riot, disturbances or standstill of essential production equipment, flood, earthquake, lock-out, shortage of essential raw materials, strike or other action taken by employees in contemplation of or furtherance of a trade dispute or owing to any liability to procure materials in so far as any of these circumstances prevent the Supplier's performance of the Agreement.

'General Conditions': these general conditions of sale and delivery for Products and Services of the Supplier.

'Offer': each offer concerning the sale and delivery of Products and/or Services issued by the Supplier to the Customer in writing.

'Party': each of the Supplier and the Customer separately.

'Parties': the Supplier and the Customer together.

'Products': the products and related goods as specified in the Agreement.

'Purchase Order': a written purchase order issued by the Customer for the purchase of Products and/or Services or a written confirmation of an Offer by the Customer, by virtue of which the Supplier shall deliver the Products and/or the Services to the Customer, including any annex, addition or modification thereto.

'Services': all services, such as design, consultancy, engineering, maintenance, manufacturing and intermediary services, to be performed by the Supplier under the Agreement.

'Specifications': the detailed specifications, descriptions, design criteria and drawings of the Products and/or Services agreed upon between the Parties and specified and defined as such in the Agreement.

'Supplier': Taylor Technologies B.V., a private company with limited liability duly incorporated and validly existing under the laws of the Netherlands, with registered seat and its offices at (5617 BD) Eindhoven, Torenallee 32-14, the Netherlands, registered with the Chamber of Commerce under number 80237193 and any of its Affiliated Companies.

1.2 The headings of these General Conditions are for ease of reference only and are not intended to qualify the meaning of any Article or Section hereof.

1.3 References to words denoting any gender shall include all genders.

1.4 Any undertaking by a Party not to do an act or thing shall be deemed to include an undertaking not to permit or suffer such act or thing to be done by another person.

1.5 References to the Parties include their respective successors in title and permitted assigns.

1.6 In these General Conditions the term 'in writing' includes by post, fax, e-mail and any other electronic communication device customary in the market.

1.7 If these General Conditions and/or the Agreement makes any reference to Incoterms such reference shall be to the most recent edition thereof published by the International Chamber of Commerce in Paris, France. In the event of any conflict between the applicable Incoterms and the provisions of these General Conditions or the Agreement, the provisions of Incoterms shall prevail.

Article 2 Applicability of the General Conditions

2.1 These General Conditions apply to all Offers, Purchase Orders and Agreements as well as to all related legal acts of the Parties.

2.2 The applicability of the Customer's general purchase or other conditions is expressly rejected.

2.3 Any amendments of and/or addenda to these General Conditions have to be agreed upon in writing by the duly authorized representatives of both Parties.

2.4 A failure by the Supplier to exercise or a delay in exercising a right or remedy provided by these General Conditions or by law does not constitute a waiver of that right or remedy or a waiver of other rights or remedies. No single or partial exercise

of a right or remedy provided by these General Conditions or by law by the Supplier prevents further exercise of that right or remedy or the exercise of another right or remedy.

2.5 If one or more provisions of these General Conditions shall be found, by a court with jurisdiction, to be illegal, invalid or unenforceable, it shall not affect the legality, validity or enforceability of any of the remaining provisions of these General Conditions. The Parties agree to attempt to substitute for any illegal, invalid or unenforceable provision a legal, valid or enforceable provision that achieves to the greatest extent possible the objectives of the illegal, invalid or unenforceable provision.

2.6 These General Conditions do not derogate from the Supplier's statutory and common law rights, but are in addition thereto.

2.7 In the event of any contradictions between these General Conditions and an Agreement, the terms of the Agreement shall prevail.

2.8 These General Conditions are drafted in Dutch and English. In the event of any contradictions between these versions, the Dutch version shall prevail.

Article 3 Offers and Agreements

3.1 All Offers of the Supplier are non-binding and, unless otherwise declared by the Supplier in writing, valid for a period of eight (8) days after the date thereof. The Supplier reserves the right to withdraw or change its Offers without compensation as long as the Customer did not issue a Purchase Order yet.

3.2 No Purchase Order shall be binding on the Supplier unless it has been confirmed by an authorized representative of the Supplier in writing. Such Purchase Order confirmation shall constitute an Agreement.

3.3 In the event that the Supplier does not respond to the Customer's Purchase Order within fourteen (14) days after receipt thereof the Purchase Order shall be deemed rejected by the Supplier.

3.4 The Customer cannot derive any rights from oral commitments of the Supplier, unless and to the extent those are confirmed in writing by the Supplier.

Article 4 Suspension and Dissolution

4.1 The Supplier shall at all times be entitled to suspend the fulfilment of its obligations under the Agreement or to dissolve the Agreement, in the event that:

- a) the Customer does not timely and fully fulfil its obligations under the Agreement;
- b) the Supplier learns of circumstances giving good ground to fear that the Customer will not timely and fully fulfil its obligations under the Agreement. In such event suspension of the Agreement by the Supplier shall only be allowed in so far the shortcoming justifies such action;
- c) the Customer has been requested to furnish adequate security to guarantee the fulfilment of its obligations under the Agreement pursuant to **Article 7.8** hereof and this security is not provided or provided insufficiently to the Supplier.

4.2 The Supplier shall furthermore be entitled to dissolve the Agreement if circumstances arise of such nature that fulfilment of the Supplier's obligations becomes impossible or can no longer be expected in accordance with the requirements of reasonableness and fairness.

4.3 If the Agreement is dissolved pursuant to **Article 4.2** above, the Supplier's claims against the Customer shall be forthwith due and payable. If the Supplier suspends fulfilment of its obligations, it shall retain its rights under the applicable law and the Agreement.

4.4 The Supplier shall always retain the right to claim damages.

Article 5 Measurements, weights, images and technical data

The measurements, weights, dimensions, capacities, prices, technical data and images set out in the Supplier's Offers, catalogues, stock lists and other advertising material are approximates only. These data shall not be binding save to the extent they are expressly guaranteed in the Agreement.

Article 6 Agreement Price

6.1 As consideration for the sale and delivery of Products and/or Services under the Agreement the Customer shall pay the Supplier the Agreement Price, which is calculated according to the Incoterm "Ex Works", and specified per item in the Agreement.

6.2 Unless explicitly stated otherwise, the Agreement Price is always stated exclusive VAT and other government levies, as well as of other expenses possibly to be made within the scope of the Agreement, including costs of packaging, shipment, administration costs and insurance charges which shall be added to the Agreement Price and detailed separately on each invoice.

6.3 If on the instructions of, or in agreement with, the Customer any change is made or extra work is performed that is not included in the Agreement, the extra costs thereby incurred shall be charged by the Supplier to the Customer as additional work at the then applicable charging rates.

6.4 Any deduction of the Agreement Price by means of payment discounts have to be agreed upon between the Parties in writing.

Article 7 Payment

7.1 On the delivery date of the Products and/or Services, the Supplier shall send the Customer the related invoice.

7.2 Unless explicitly agreed upon otherwise between the Parties in writing, the Customer shall pay the Supplier's invoices in Euro and in full without discount, withholding, set-off or counterclaim by means of (telephonic) transfer to the bank account of the Supplier within thirty (30) days from the invoice date. All payment costs shall be borne by the Customer. Contestation of an invoice by the Customer shall not suspend the fulfilment of its payment obligations.

7.3 The Customer is only entitled to offset- or retention rights if the Customer's counterclaims are legally established, uncontested or recognized by the Supplier. Moreover, the Customer shall only be entitled to retention rights in relation to the original Agreement.

7.4 In the event that the Customer fails to timely fulfil its payment obligations, then the Customer shall be in default by operation of law and owe an interest charge equal to the statutory interest rate. The interest on the amount due and payable shall be calculated as from the date the Customer is in default until the date that the Supplier has received the full outstanding amount. The foregoing shall be in addition to and not in lieu of any other rights and remedies the Supplier may have at law or in equity for such default.

7.5 All judicial and extrajudicial costs incurred by the Supplier in enforcing payment of the sum owed by the Customer under the Agreement are payable by the Customer.

7.6 In the event that the Customer's company is wound up, attached, declared bankrupt, or if a suspension of payment is granted, the Supplier's payment claims against the Customer shall forthwith become due on the Supplier's demand.

7.7 Payments made by the Customer may be allocated by the Supplier in the first place to reduce the costs, subsequently to reduce the interest due and finally to reduce the principal sum and the accrued interest. In the event that the Customer designates a different sequence of attribution, the Supplier shall have the right to refuse an offer for payment by the

Customer. Further, the Supplier shall be entitled to refuse the full payment by the Customer of the principal sum if it does not include due interest, the accrued interest and the costs.

7.8 If the Customer does not properly fulfil its payment obligations, as well as in the event that the Supplier for any reason whatsoever deems that the Customer will not properly fulfil its payment obligations, the Supplier may require adequate security from the Customer such as a bank or performance guarantee for the proper fulfilment of the Customer's payment obligations and suspend delivery of the Products and/or Services until such adequate security has been received. The Customer shall provide the Supplier with any such requested adequate security at the Supplier's first request. If the suspension lasts for more than thirty (30) days and the Customer does not provide the Supplier with such adequate security within this term, the Supplier shall be entitled to terminate the Agreement.

Article 8 Delivery of Products

8.1 Unless otherwise agreed upon between the Parties in writing, the Supplier shall deliver the Products according to the Incoterm "Ex Works" Eindhoven, the Netherlands, on the delivery date or within the delivery term set out in the Agreement. Upon such delivery, the risk of loss of, or damage to, the Products shall transfer from the Supplier to the Customer.

8.2 If the Customer refuses to take delivery of the Products or fails to provide the Supplier with the information or instructions necessary for the delivery to be carried out, the Supplier shall be entitled to:

- (i) store the Products at the Customer's risk and expense; or
- (ii) withdraw from the Agreement; and
- (iii) claim damages from the Customer for non-performance.

8.3 If the Supplier has given a date or term of delivery it shall only be indicative and never constitute a term to be observed on penalty of forfeiture of rights. The Supplier shall at all times use its reasonable efforts to deliver the Products on time. If the Supplier expects a delivery term to be exceeded, it shall forthwith notify the Customer thereof in writing. In such case, the Supplier shall use its reasonable efforts to deliver the Customer the Products as soon as possible and keep the Customer updated of the situation. A failure to deliver the Products in time does not entitle the Customer to suspend or fail to comply with its contractual obligations. The delivery term commences once the Supplier has received all information required for such delivery from the Customer and all other necessary conditions for performance of the Agreement have been fulfilled. If there are circumstances of which the Supplier was not aware at the time the delivery period was determined, such delivery period can be extended by the Supplier up to a maximum period equal to two (2) times the initial delivery period. In the case of additional work, the delivery period shall be extended by the time required for the delivery of the materials and parts and to carry out the additional work.

8.4 Unless otherwise agreed upon in the Agreement, the Supplier shall be entitled to deliver the Products in partial shipments. In such event the Supplier shall be entitled to invoice the delivered Products separately. Any delay of a partial delivery shall not relieve the Customer of its obligation to accept the remaining delivery of Products. Further, the Supplier reserves the right, without compensation to the Customer, to adjust the quantities of Products to be delivered as stated in the Agreement according to the quantities available to the Supplier at the respective delivery times.

Article 9 Export Control

The delivery of Products may be subject to laws, customs and export control regulations of the European Union. Each Party shall comply with such laws, customs and regulations and shall not export the Products without first obtaining all required governmental authorizations or licenses. Notwithstanding anything to the contrary in these General Conditions or any Agreement, the Supplier shall in no event be obliged to deliver any Product or perform any of its obligations under these General Conditions or any Agreement until the required approvals relating to the export regulations abovementioned have been obtained. Each Party agrees to provide the other Party with such information and assistance as may reasonably be required by the other in connection with securing such authorizations or licenses, and to take timely action to obtain all required support documents. The Supplier shall be entitled to terminate the Agreement or part thereof, if the respective necessary approval(s) according to the applicable export regulations cannot be obtained within a reasonable time period.

Article 10 Inspection & Complaints

10.1 On forfeiture of all warranty claims, the Customer shall inspect the Products or have them inspected immediately after the delivery thereof, but in any case within five (5) days of the date of delivery. The Customer shall examine whether the quality and the quantity of the delivered Products comply with the Agreement and whether the Products are suitable for their intended purpose. Sample testing shall also be performed if this can reasonably be expected of the Customer.

10.2 Any claim regarding the quantity of Products delivered must be noted at the time of delivery on the consignment note or delivery invoice, in default of which the quantities indicated on the consignment note or delivery invoice constitute compelling evidence against the Customer.

10.3 Visible shortcomings have to be communicated in writing to the Supplier within seven (7) days following the delivery of the Products. Non-visible shortcomings have to be reported in writing within ten (10) days following their detection but no later than six (6) months following delivery. Any such written complaint should contain a precise description of the defect and detailed delivery information of the Products such as delivery date and time, delivery note number and box number. Claims which are not filed in accordance with this procedure shall not be taken into consideration.

10.4 Complaints with regard to delivered Products do not relieve the Customer of its payment obligations.

10.5 Should the Customer fail to timely notify the Supplier of any defective Products in accordance with this **Article 10**, the Products shall be considered accepted by the Customer and all warranties and remedies with regard to detected or detectable defects in the Products shall be excluded.

10.6 If any delivery of Products contains negligible defects, the Customer shall accept such delivery.

Article 11 Retention of Title

11.1 The Supplier retains ownership of the delivered Products, including designs, sketches, drawings, films, software, (electronic) files, and so forth, until the date on which the Customer has completely fulfilled all of its obligations under all Agreements.

11.2 As long as the Products are subject to retention of title, the Customer shall not alter, modify or otherwise amend the labelling on the packaging and the Products and in general shall not modify the means of identification thereof.

11.3 The Customer shall identify and store the Products subject to retention of title in such manner that they cannot be confused with any similar products sourced from other

suppliers of the Customer. The Customer shall inter-alia keep an inventory of the Products subject to retention of title and store them separately from other products.

11.4 The Customer shall at its own expense insure the Products subject to retention of title and keep them insured against all types of damages, such as but not limited to, damage caused by fire, explosion and water as well as against theft with an insurance company of financial repute. The insurance coverage has to be adequate to cover the value of new Products. The Supplier shall be the beneficiary of any indemnity which might be paid by the insurance company. On the request of the Supplier the Customer shall make the respective insurance policy available for inspection as well as evidence of the payment of the insurance premiums.

11.5 The Customer shall not be authorised to pledge or encumber the Products subject to retention of title.

11.6 If third parties seize Products subject to retention of title or wish to establish or assert a right to such Products, the Customer shall forthwith inform the Supplier thereof.

11.7 In the event that the Supplier wishes to exercise its ownership rights under this **Article 11**, the Customer shall give the Supplier or third parties appointed by the Supplier, now for then, unconditional and irrevocable permission to access all of the Customer's sites and locations where the Supplier's Products are located in order for the Supplier to take them back.

11.8 Further, the Customer is entitled to process, mix blend or combine the Products until revocation by the Supplier. In such event the Supplier's reservation of ownership shall also apply to the full value of the manufactured goods produced by processing, mixing and blending or combining the Supplier's Products. In each case the Supplier qualifies as the manufacturer. In cases where the Products are processed, mixed, blended or combined with those of a third party, and where the reservation of the latter continues to apply, then the Supplier shall acquire joint ownership in proportion to the invoice value of the processed Products. If security rights of a third party are in fact or in law below that share, the difference will be in the Supplier's benefit. The new products shall be subject to the same provisions that are applicable to the (conditional) purchased Products.

11.9 If the Customer defaults in the punctual payment of any sum owing to the Supplier, the Supplier shall – without any prior notice or need to initiate legal action – be entitled to the immediate return at the Customer's risk and expense of all Products sold by the Supplier to the Customer (or the documents of title thereto) in which the title has not passed to the Customer, and the Customer hereby authorises the Supplier to recover the Products or documents and to enter any premises of the Customer for that purpose. Demand for, or recovery of, the Products or documents of title by the Supplier shall not of itself discharge the Customer's liability to pay the whole of the Agreement Price and take delivery of the Products or the Supplier's right to sue for the whole of the Agreement Price. The Supplier shall however in such case be entitled to dispose of said Products or to terminate the Agreement without any liability towards the Customer.

11.10 The Customer shall inform the Supplier without delay regarding any obligation to register a retention of title in an official register or any other formal obligation necessary for the retention of title to be valid in the country where the Products shall be delivered.

The Customer shall at its own costs fully cooperate, assist and give all consents to the Supplier regarding any formal obligation necessary to achieve a valid retention of title.

11.11 If the laws of the country in which the Products are located after delivery do not permit the Supplier to retain the title to said Products, but allow the retention of similar rights

to the delivered Products, the Customer shall provide the Supplier with such other equivalent right and shall assist the Supplier in the fulfilment of any form requirements necessary for such purpose.

Article 12 Warranty

12.1 The Supplier undertakes to carry out the Agreement with due skill and care and warrants its Products to be free from material defects in material and workmanship. In the event that the Supplier undertakes to design and/or develop and/or deliver a Product in accordance with the Specifications then the Supplier warrants that the Products shall comply therewith. In all cases, the warranty period shall commence on the delivery date of the Products and end six (6) months thereafter.

12.2 The warranties set out in **Article 12.1** apply to defects that appear under the conditions of operation provided for by the Agreement and in particular do not apply in any of the following cases:

- a) Products that have been altered or repaired by anyone other than the Supplier without the Supplier's prior written consent;
- b) Products that have been damaged by circumstances beyond the reasonable control of the Supplier;
- c) Products that have been improperly used or maintained by the Customer;
- d) Products that have been subjected to conditions of use and/or maintenance not in conformity with the Supplier's instructions;
- e) Products that have been damaged by negligence or lack of caution of the Customer, by abuse, improper installation or application, or negligence in use, improper storage, transportation or handling, or Products which in any way have been tampered with;
- f) When an item is purchased by the Supplier as a component part of the Products, except to the extent to which such item or items are covered by the warranty of the original manufacturer, if any. However, no warranty of a component part shall extend beyond the warranty period set out in **Article 12.1** above;
- g) When an item which is a component part of the Products has been furnished by the Customer to the Supplier;
- h) Defects which only marginally reduce the value or the suitability of the Products. A marginal defect exists in particular if the defect can be removed without significant effort by the Customer itself;
- i) Normal wear and tear of the Products.

12.3 In the event that the Customer deems the Products to be defective and the warranty period set out in **Article 12.1** above has not expired, it shall, on forfeiture of all warranty claims, notify the Supplier of all particulars thereof within two (2) weeks after discovering the alleged defect. However, the Customer is only entitled to claim under this warranty if it has complied with all its obligations towards the Supplier.

12.4 If the Supplier determines that the Products indeed are defective, the Supplier shall, at its option:

- (i) repair the defective Products in situ; or
- (ii) have the defective Products or parts thereof returned for repair; or
- (iii) replace the defective Products; or
- (iv) replace the defective parts of the Products in order to enable the Customer to carry out the necessary repairs at the Supplier's expense and instructions; or
- (v) credit the relevant portion of the Product related invoice accordingly.

The Supplier shall at all times have the right to inspect the Products claimed to be defective and shall have the right to determine the cause of such alleged defect. In all cases the

Customer must enable the Supplier to repair any defect. The remedies set out in this **Article 12.4** shall be at the Supplier's sole discretion.

12.5 This warranty does not cover any transportation costs for return of Products and/or parts thereof, or for reshipment of any repaired or replaced Products and/or parts thereof. Defective Products and/or parts replaced in accordance with this Article shall be placed at the disposal of the Supplier. Repair or replacement deliveries do not interrupt or prolong the warranty period set out in **Article 12.1** above.

12.6 The Supplier will not accept the return of any Products unless it has given its prior written authorization to the Customer. The Customer shall properly package and label the Products to be returned to the Supplier or, if designated by the Supplier, to the location where the works are made, in the manner indicated by the Supplier.

12.7 Unless explicitly agreed upon in the Agreement, the Supplier shall not provide any warranty to the Customer with respect to any Services to be provided by the Supplier to the Customer other than that the Services shall be provided with professional skill and workmanship.

12.8 The warranty conditions laid down in this **Article 12** are in lieu of all other warranties, legal, express or implied, including but not limited to any warranties of merchantability or fitness for a particular purpose or against infringement, all of which are hereby expressly disclaimed. The Customer acknowledges that the remedies provided herein are exclusive and in lieu of all other warranties. Defects that do not impair service shall not be a cause for rejection or recovery under any warranty. The Customer assumes full responsibility for the use and application of the Products and accepts the Supplier's design and material selection in placing its Purchase Order.

Article 13 Liability

13.1 If the Products delivered by the Supplier to the Customer under the Agreement do not comply with the Specifications or are not free from material defects in material and workmanship, the Supplier's liability vis à vis the Customer shall be limited to the arrangements set out in **Article 12** of these General Conditions.

13.2 Unless these General Conditions provide otherwise, the Supplier's liability for direct damages shall at all times be limited to:

(i) the amount the Customer was obliged to pay for the delivery of the Products and/or Services which caused the direct damage (exclusive VAT); or

(ii) if the damage is covered by the Supplier's commercial liability insurance, the amount actually paid out by the insurer.

13.3 The Supplier shall not be liable for:

(i) indirect damage, including but not limited to, consequential damage, loss of profit, lost savings and damage due to business stagnation; and

(ii) any death or physical injury of employees of the Customer howsoever caused and no matter whether the death or physical injury results wholly or partly from any act or omission on the part of the Supplier and/or its Affiliated Companies, their employees or any other third party. The Customer shall indemnify the Supplier against all liability, cost or expense, which may be sustained by the Supplier on account of any such damage, death or injury.

13.4 Liability claims against the Supplier will lapse by operation of law after the applicable statutory term of prescription has been exceeded.

13.5 The Customer indemnifies the Supplier and, where necessary, will compensate the Supplier for all third-party claims and costs based on product liability as a result of any defect in a product supplied by the Customer to a third party that included Products or materials supplied by the Customer.

13.6 The limitations and exclusions of liability set out herein do not apply in the event that the damage is caused by wilfulness, gross fault or gross negligence on the part of the Supplier.

13.7 If the Customer acts on behalf of one or more third parties then, notwithstanding the liability of those other parties, the Customer is liable to the Supplier as though it were acting on its own behalf.

Article 14 Indemnity

14.1 The Customer indemnifies the Supplier against all liability of the Supplier to any third party by virtue of any technical working principles supplied or mandated by the Customer, and used by the Supplier in the delivery of its Products and Services.

The examination of any infringement of third-party rights by virtue of the Customer supplied and mandated technical working principles shall be at the initiative and expense of the Customer. If there is any infringement of such third-party rights, the Supplier shall respect such rights and as far as possible propose an alternative solution.

14.2 The Customer shall indemnify and hold the Supplier harmless from and against all claims and causes of action for damages and expenses of every kind and character including costs of suit and reasonable attorney's fees asserted against the Supplier, its agents, servants and employees arising out of or in any manner connected with the Product or use of the Product. This includes, but is not limited to, all claims and causes of action resulting from patent or trademark infringement, which are based, in whole or in part, from Products manufactured to the Customer's specifications.

14.3 The Supplier warrants that, at the time of making the Offer to the Customer, it is not aware of any infringement of third-party intellectual or industrial property rights, or other rights. If the Supplier has manufactured and delivered Products according to designs, drawings or other instructions from the Customer, then the Customer guarantees that this will not infringe any third-party intellectual or industrial property rights, or other rights. The Customer indemnifies the Supplier against any third-party claim alleging infringement of its intellectual or industrial property rights.

Article 15 Intellectual Property

15.1 The Customer acknowledges that the Supplier retains ownership of any intellectual property rights in the Products and/or Services, and in any plans, simulation models, Specifications, test models, images, schedules, designs, sketches, drawings, films, software and other material or (electronic) files (the "**Information**") made available or produced as part of the Product and/or Services and that the Customer shall have no rights of exploitation thereof, irrespective of the fact whether they have been handed over to the Customer or via the Customer to third parties and irrespective of whether the Customer charged the Supplier for the production of such materials.

15.2 Unless the nature of the Information provided by the Supplier to the Customer dictates otherwise, the Information shall be destined to be used by the Customer exclusively and shall not be copied or otherwise reproduced, publicly disclosed or disclosed to third parties by the Customer without the Supplier's prior written consent. Further, the Customer may not use any part of the techniques illustrated in such Information to improve its own products. The Customer shall return the Information at the Supplier's first request.

15.3 The Customer will not attempt to seek or claim any interest in the Supplier's intellectual property rights, or assist any other party to assert any interest in the Supplier's intellectual property rights. The Customer acknowledges that

any improvement or enhancement of Supplier's intellectual property rights which may result from work performed by the Customer shall remain the exclusive property of Supplier and the Customer irrevocably assigns to Supplier all right, title and interest the Customer may have in any improvements or enhancements, to Supplier's intellectual property rights. The Customer will not hinder Supplier in any application or other measure taken by Supplier to protect or exploit improvements to Supplier's intellectual property rights.

15.4 The Supplier reserves the right to use the knowledge gained by the execution of the Agreement for other purposes, in so far no Confidential Information of the Customer shall be disclosed to third parties.

Article 16 Force Majeure

16.1 The Supplier shall not be liable for any failure to fulfil any terms of the Agreement to the extent that such fulfilment has been delayed, hindered, interfered with or prevented by any circumstance whatsoever which is not within its reasonable control and which amounts to an act of Force Majeure.

16.2 The Supplier shall forthwith, but ultimately within 5 (five) days, inform the Customer of all the circumstances and particulars which prevent the Supplier from performing its obligations under the Agreement. The Supplier shall consult the Customer about the measures to be taken in order to limit the consequences of the situation of Force Majeure to a minimum and to safeguard the execution of the Agreement.

16.3 The Supplier shall exert its reasonable efforts to cure any event of Force Majeure to the extent that it is reasonably possible to do so and may at its option suspend performance of the obligation affected by the Force Majeure during the period such Force Majeure continues, without incurring any liability on account hereof.

16.4 If the Force Majeure continues for a period of more than three (3) consecutive months, then either Party shall be entitled to terminate the Agreement by written notice to the other Party.

Article 17 Secrecy

17.1 The Parties shall be bound to secrecy of all of each other's Confidential Information and shall use the same solely for the purposes of performing the Agreement.

17.2 The Parties will cause their officers, directors, employees, agents and Affiliated Companies to abide by the terms of this **Article 17**. Each Party will be responsible for any breach by its officers, directors, employees, agents and Affiliated Companies of this **Article 17**.

17.3 If a statutory provision or a judicial decision compels the Supplier to convey Confidential Information of the Customer to third parties designated by law or by the court and the Supplier cannot for that purpose invoke a legal right to refuse to give evidence of such a right acknowledged or allowed by the competent court, the Supplier shall not be held to pay damages or compensation and the Customer shall not be entitled to demand the dissolution of the Agreement on the ground of any damage resulting from said circumstance.

Article 18 Assignment and Subcontracting

18.1 The Supplier is at all times entitled to assign all or part of its rights and/or obligations under the Agreement to an Affiliated Company or third party after prior written notice thereof to the Customer.

18.2 The Customer is not entitled to assign all or part of its rights and/or obligations under the Agreement to a third party without the Supplier's prior written consent, which shall not unreasonably be withheld. Affiliated Companies shall not be deemed third parties for the purpose of this **Article 18.2**.

18.3 The Supplier is entitled to enter into any agreement with subcontractors with respect to the execution of the Agreement after sending prior written notice thereof to the Customer.

Article 19 Non-employment of the Supplier's personnel

Throughout the term of the Agreement and for a period of one (1) year following the termination thereof, the Customer shall not in any way hire or employ in any other way, be it directly or indirectly, staff of the Supplier, the Supplier's Affiliated Companies or of enterprises whom the Supplier has engaged to execute the Agreement and who are/were involved in the execution thereof, without prior proper businesslike consultation of the Supplier on this matter, which consultation has to be recorded in writing, all in accordance with the requirements of reasonableness and fairness.

Article 20 Applicable law and disputes

20.1 These General Conditions are construed in accordance with and governed by the laws of the Netherlands. The applicability of the 1980 Vienna Sales Convention ("CISG") is hereby excluded, as well as any other present or future terms of any international convention governing the purchase of moveable property, insofar as such terms can be excluded.

20.2 In case of any disputes arising out of or relating to these General Conditions, the Parties shall endeavour to settle such disputes amicably. If the Parties are unable to, the dispute shall be exclusively submitted to the jurisdiction of the competent courts of Oost-Brabant, the Netherlands.

20.3 This applicable law and disputes clause shall apply mutatis mutandis to all Agreements concluded between the Parties.