

GENERAL TERMS AND CONDITIONS OF SALES — UNLIMITED SPARE PARTS INTERNATIONAL GROUP

The General Terms and Conditions of Sales at Delba Group at Apeldoorn of 01-01-2021, Delba Group is part of Unlimited Spare Parts International Group.

Article 1: Applicability

- 1.1. These Terms and Conditions apply to all offers made by a company belonging to the Unlimited Spare Parts International Group, to all agreements concluded by it (purchase/sale agreements and agreements for the supply of goods and provision of services) and to all agreements resulting therefrom, insofar as the company is a provider or seller of goods or services.
- 1.2. The company that benefits from these Terms and Conditions shall be referred to as the Seller. The counterparty shall be referred to as the Buyer.
- 1.3. In case of inconsistencies between the content of the agreement concluded between the Seller and the Buyer and these General Terms and Conditions of Sales, the provisions of the agreement shall prevail.
- 1.4. These Terms and Conditions may only be applied by companies belonging to the Unlimited Spare Parts International Group.
- 1.5. Amendments to agreements and derogation from these General Terms and Conditions of Sales will be effective only if they are confirmed by the Seller to the Buyer in writing. In the remaining scope, these Terms and Conditions shall remain in force.
- 1.6. These conditions also apply, insofar as necessary mutatis mutandis, to all agreements or clauses in agreements relating to maintenance, installation and repair work in the broadest sense of the word and including the supervision of persons performing such work.
- 1.7. These Terms and Conditions have been drawn up in the English language. In case of discrepancies between the English version of these Terms and Conditions and any translations thereof, the English version shall prevail.

Article 2: Offers, advice and information

- 2.1. All offers shall be non-binding. The Seller shall have the right to withdraw its offer within two business days after the acceptance of the offer has reached the Seller.
- 2.2. In the absence of prior written acceptance of an order, an agreement will be concluded based on the fact that the Seller meets the Buyer's request for delivery in whole or in part or by the fact that the Seller sends an invoice to the Buyer who requested delivery.
- 2.3. If the Buyer provides information to the Seller, the Seller may rely on the correctness and completeness of this information and will base their offer on this information.
- 2.4. The prices specified in the offer are provided in EURO's and are excluding turnover tax and other fees or state taxes. The prices do not include the costs of travel, accommodation, packaging, storage, assembly and transport, nor the costs of loading, unloading, commissioning and cooperation in fulfilling customs formalities.
- 2.5. The Seller shall not be liable for minor errors and discrepancies in the illustrations, drawings, dimensional and weight lists, offers and/or order confirmations presented by them, unless they have serious consequences for the proper functioning of the goods or services provided. The prices and dimensions specified in the Seller's general price lists or advertising materials are not binding and are for informational purposes only.
- 2.6. Verbal obligations are not binding for the Seller, unless they are confirmed by the Seller in writing.
- 2.7. The Buyer cannot derive any rights from advice and information from the Seller, which are not directly related to the agreement.
- 2.8. The Buyer shall indemnify the Seller from any claims of third parties related to the use of advice, drawings, calculations, designs, materials, brands, samples, models and the like provided by the Buyer or on their behalf. The Buyer shall indemnify the Seller against all damages incurred

by them, including all costs incurred to defend against these claims.

Article 3: Confidentiality clause

- 3.1. All information provided to the Buyer by or on behalf of the Seller (such as offers, designs, illustrations, drawings and know-how) of any nature and form is confidential and shall not be used by the Buyer for any purpose other than to perform the obligations under the agreement. The information provided remains the property of the Seller and may not be published, copied, reproduced or made available to third parties without the Seller's express consent. In case of violation of these provisions, the Buyer shall pay the Seller an immediately payable penalty of EUR 25,000 for each such violation. This penalty may be claimed regardless of any compensation under applicable law.
- The Buyer shall be obliged to return or destroy the information referred to in paragraph 1 of this Article upon the first request of the Seller, within the period specified by the Seller, at the Seller's discretion. In case of violation of this provision, the Buyer will be obliged to pay the Seller an immediately payable penalty of EUR 1,000 per day. This penalty may be claimed regardless of any compensation under applicable law.

Article 4: Delivery date / delivery period

- 4.1. The indicated delivery date or delivery period is provided for reference only.
- 4.2. The delivery date or the performance period starts only after all commercial and technical details have been agreed, the agreed payment (installments) has been received and the remaining Terms and Conditions for the performance of the agreement have been met.
- 4.3. In the case of:
 - a. other circumstances than those known to the Seller at the time they provide the delivery time or performance period, the delivery time or performance period shall be extended by the time the Seller, with due observance of their plans, needs in these circumstances to perform the agreement;
 - b. additional work: the delivery date or lead time shall be extended by the time the Seller needs under these circumstances, with due observance of their plans to deliver the materials and parts (or have them delivered) and carry out this additional work;
 - c. the Seller's suspension of the fulfillment of obligations, delivery date or period of fulfillment shall be extended by the time the Seller needs, with due observance of their plans, to perform the agreement after the cause of the suspension ceases.
- 4.4. Subject to proof of the contrary by the Buyer, an extension of the delivery period or the performance period shall be deemed necessary and shall result from one of the situations described in Article 4.3 subparagraph a, b and/or c.
- 4.5. The Buyer shall be obliged to cover any costs incurred by the Seller or damage suffered by the Seller as a result of delay in delivery or during the performance period referred to in paragraph 3 of this Article.
- 4.6. Exceeding the delivery date or performance period in no case gives the Buyer the right to claim compensation or terminate the agreement. The Buyer shall indemnify the Seller against any claims of third parties in connection with exceeding the delivery date or the execution period.

Article 5: Delivery and transfer of risk

- 5.1. Delivery takes place at the moment when the Seller makes the goods available to the Buyer at their premises and informs the Buyer that the

goods are placed at their disposal. Until that moment, the Buyer bears, among others, the risk related to storage, loading, transport and unloading of goods.

- 5.2. The Seller and the Buyer may agree that the Seller will organize the transport. The risk of storage, loading, transport and unloading, among others, in such a case is also borne by the Buyer. The Buyer may take out insurance against these risk factors. Liabilities to third parties do not alter this fact and are deemed to have been incurred in the interest and at the expense of the Buyer.
 - 5.3. For shipments within the Netherlands, the Seller charges a fee for administration, packaging and shipping. Delivery abroad shall be made entirely at the expense of the Buyer. The Seller shall have the right to make the delivery against cash on delivery.
 - 5.4. Additional transport costs will be charged for express deliveries. In the case of courier services, transport costs shall be charged in full.
 - 5.5. If a franco delivery upon to the address indicated by the Buyer is agreed, the Buyer ensures immediate unloading of the Seller's consignments and good access to the unloading place. If the Buyer does not unload the shipments immediately after delivery and/or does not have a sufficiently accessible unloading place, they shall be liable towards the Seller for any costs arising from or related to this.
 - 5.6. The Seller shall not accept any returnable packaging.
 - 5.7. In the case of a call-off contract, the Buyer shall call off the goods to be delivered in individual parts, in accordance with the deadline specified in the agreement. Otherwise, the Buyer shall be in default without the necessity of giving notice of default.
 - 5.8. In the case of exchange and Buyer, while waiting for delivery of new goods, retains the goods to be exchanged, the risk associated with the goods to be exchanged remains with the Buyer until the Seller takes possession of them. If the Buyer is not able to deliver the goods to be replaced in the condition in which they were at the time of conclusion of the agreement, the Seller shall have the right to terminate the agreement.
- ### Article 6: Price change
- 6.1. The sales price quoted by the Seller is based on the purchase price and other cost-determining factors. The Seller may transfer to the Buyer the risk of increase in cost-determining factors, including changes causing an increase or decrease in costs, which occurred after the conclusion of the agreement. The Buyer shall pay the equivalent of the price increase upon the first request of the Seller.
 - 6.2. Without prejudice to the general scope of application of this Article, it shall apply in particular to the change of customs duties on imports or exports and other duties or taxes which occurred after the dispatch of the order confirmation and to the change of EURO exchange rate against the foreign currency in which the Seller purchased the goods.
 - 6.3. The sale price does not include services offered by the Seller on site or in their own premises, related to the maintenance of delivered products (which in any case includes the collection, sharpening and return of knives). The Seller and the Buyer make separate arrangements for these services based on the specific maintenance activities required for the product.
- ### Article 7: Force Majeure
- 7.1. The Seller shall not be liable for a failure to fulfill their obligations if this failure is a direct or indirect result of force majeure.
 - 7.2. Force majeure shall, among other things, mean a circumstance in which the Seller and third parties

engaged by the Seller, such as suppliers, subcontractors and carriers or other entities on which the Seller is dependent, fail to meet their obligations or do not meet their obligations on time due to administrative measures or regulations, weather conditions, natural disasters, a state of siege, martial law, terrorism, cybercrime, technical disruption of means of transport, disruption of digital infrastructure, unusually high absenteeism due to illness, (labor) strikes, industrial or commercial disputes, exclusions, seizure, fire, explosion, power failure, loss, theft or loss of tools, materials or information, traffic restrictions or work stoppages, import or trade restrictions, pandemic/epidemics or other circumstances beyond the control of the party in default if and to the extent that the above circumstances impede the proper and timely performance of the agreement by the party in default and that party, within reason, had no influence on them in any way.

- 7.3. The Seller is to suspend the performance of their obligations if, as a result of force majeure, they are temporarily unable to fulfill their obligations towards the Buyer. In the case of the situation caused by force majeure, the Seller shall fulfill their obligations as soon as their schedule allows it.
- 7.4. If force majeure occurs and the performance of the agreement is or becomes permanently impossible or if a temporary situation caused by force majeure lasts longer than 3 months, the Seller shall have the right to terminate the agreement in whole or in part, with immediate effect. In such cases, the Buyer shall have the right to terminate the agreement with immediate effect, but only in respect of that part of the obligations which have not yet been fulfilled by the Seller.

Article 8: Installation

- 8.1. The purchase prices do not include installation and commissioning costs.
- 8.2. If the Seller has undertaken to install and possibly commission the sold products, they shall be only responsible for the operation of these products if:
 - (i) the assembly and commissioning are carried out in accordance with their instructions, but they have the right to entrust the management of the work to an installer. Travel costs and costs of accommodation, meals, etc. are covered by the Buyer;
 - (ii) Circumstances (in the broadest sense of the word) at the place where the installation and commissioning are to take place do not cause any nuisance and the machines for assembling products and/or parts are installed and connected correctly.
- 8.3. All additional work shall be done at the expense of the Buyer. In addition, the Buyer shall provide the necessary service in the form of personnel and auxiliary materials at their own expense.
- 8.4. If, as a result of circumstances beyond the control of the Seller, the installer cannot proceed with proper installation and commissioning, the resulting costs are covered by the Buyer.

Article 9: Liability

- 9.1. In the case of any infringements (attributable breach) due to the Seller's fault, they shall still be obliged to fulfill their contractual obligations, with due respect to the provisions of Article 10.
- 9.2. The Seller's obligation to pay compensation on any account shall be limited to those damages to which the Seller is insured under an insurance policy taken out by them or on their behalf. However, the scope of this obligation may never exceed the amount paid out under this insurance.

- 9.3. The Seller shall not be obliged to consider complaints that have not been submitted to them in writing with respect to the invoice within the payment deadline of that invoice or within two business days from the date of receipt of the goods, and if the Buyer, within reason, was not able to discover the defect at an earlier date, within eight days from the date of discovery of the defect.
- 9.4. If the Buyer files a complaint about the quality of the delivered goods, they must ensure that the Seller is able to check the delivered goods and, if possible, take samples, otherwise the Buyer loses the right to demand proper performance of the agreement or substitute compensation.
- 9.5. In the case of damage resulting from a demonstrable manufacturing defect of the goods, the Seller shall be liable to the Buyer for damage to the goods delivered by the Seller, provided that the defects are reported immediately after their discovery and if the Seller so requests, the goods in question shall be immediately returned as part of the paid transport service. In case of doubt about a possible manufacturing defect, the Seller (only after consultation with the Buyer), if necessary, will appoint an independent expert. The costs associated with such an expertise shall be borne by the Buyer, unless the expertise shows that obvious manufacturing defects actually led to damage.
- 9.6. No claims shall be made against the Seller for damages resulting from incorrect or improper use or processing of the goods by the Buyer or their authorized representatives.
- 9.7. The Seller accepts liability for indirect damage suffered by the Buyer as a result of an obvious and culpable failure to meet their obligations, if and to the extent that such liability is covered by their insurance, up to the amount of the payment made by the insurance company. If, for any reason, the insurer fails to make payment, the liability shall be limited to double the amount of the invoice, the maximum amount of payment being EUR 2,500.00 (in this case, the amount of the invoice means the value of the goods delivered by the Seller "which caused the damage", which has been calculated in accordance with the content of the relevant obligation). In derogation from the above provisions of this paragraph, the Seller shall not be liable for exceeding the delivery date (with due regard to the provisions of Article 4.1) as a result of a change in circumstances and for damages resulting from a lack of cooperation, information or materials on the part of the Buyer.
- 9.8. Damage to goods to be processed by the Seller at the Buyer's request shall not result in an obligation to pay compensation for these goods. Only if the damage is caused by demonstrable negligence and/or carelessness on the part of the Seller, they will be obliged to pay compensation. This compensation applies only to processed goods and is based on the value of the goods at the time of purchase, less depreciation, based on the average shelf-life of such goods. See paragraph 9.5 in case of any doubts.
- 9.9. Without prejudice to the provisions of paragraph 3, 4 and 6 of this Article, any liability of the Seller shall at all times be limited to the free repair of the defective goods, the replacement of those goods or parts thereof, at the Seller's discretion.
- 9.10. In the event of any claims by third parties against the Seller in respect of or in connection with (untimely or defective or improper) delivery or operation of the goods, the Seller's liability as described in paragraph 4, 5, 6, 7 and 8 of this Article shall apply. The Buyer releases the Seller from any further liability to such person or third parties.
- 9.11. No compensation shall be payable for:
- consequential damages including, but not limited to, damage resulting from downtime, loss of production, loss of profit, penalties, transport costs, assembly costs and travel and subsistence expenses;
 - damage to the entrusted property including, but not be limited to, damage caused by or during the execution of the work, concerning the items at which the work is carried out or items that are located near the place of work;
- c. damage caused deliberately or by recklessness of auxiliary personnel or other subordinates of the Seller who do not hold managerial positions.
- The Buyer can take out insurance against these damages, if possible.
- 9.12. The Seller shall not be liable for damage to materials delivered by or on behalf of the Buyer, resulting from their improperly performed processing
- 9.13. The Buyer shall indemnify the Seller against any claims by third parties for liability for defects in a product delivered by the Buyer to a third party, manufactured (partly) from products and/or materials delivered by the Seller. The Buyer shall compensate for any damage suffered by the Seller, including (full) costs of legal representation.
- Article 10: Warranty and other claims**
- 10.1. Unless otherwise agreed upon in writing, the Seller shall be responsible for the proper performance of the agreed service for a period of six months, assuming normal use, after delivery or completion of the work, as further specified in the following paragraph of this Article.
- 10.2. If the parties have agreed on different warranty terms, the provisions of this Article shall apply in full, unless they are in conflict with these different warranty terms.
- 10.3. In case the goods are made especially for the Buyer, the Seller reserves the right to make higher or lower number of deliveries.
- 10.4. If the agreed work has not been performed properly, the Seller will decide within a reasonable period of time whether they will (i) still perform the work properly, or (ii) deliver a replacement product, or (iii) be able to remove the defects in a way that ensures that the work complies with the agreement, or (iv) terminate the agreement, or (v) reduce the amount of remuneration due from the Buyer for the execution of the order by a proportional part.
- 10.5. If the Seller decides to carry out the work in the right way, they shall determine the manner and date of completion. Regardless of the circumstances, the Buyer shall provide the Seller with such possibility. If the Seller decides to carry out the work in the right way, they shall determine the manner and date of completion. If the agreed work included (in whole or in part) the processing of materials supplied by the Buyer, the Buyer shall supply new materials at their own expense and risk.
- 10.6. Parts or materials repaired or replaced by the Seller shall be sent to them by the Buyer.
- 10.7. The Buyer shall cover:
- any transport or shipping costs;
 - disassembly and assembly costs;
 - travel and stay expenses and other travel-related costs.
- 10.8. The Seller shall only be obliged to fulfill their warranty obligations if the Buyer fulfills all of their obligations.
- 10.9. The warranty shall not cover defects which result from:
- normal wear;
 - incorrect or improper use;
 - modifications;
 - failure to carry out maintenance or improperly performed maintenance;
 - installation, assembly, modification or repair by the Buyer or third parties;
 - defects in the goods or the inappropriate nature of the goods provided by the Buyer or recommended by the Buyer;
 - defects or unsuitable materials or aids used by the Buyer.
- 10.10. No warranty shall be provided in relation to:
- the delivered goods which are not brand new at the time of delivery;
 - inspection and repair of the Buyer's goods;
 - parts for which a factory warranty has been granted.
- 10.11. The provisions of paragraph 4 – 10 (inclusive) of this Article shall apply accordingly to any claim made by the Buyer for breach of contract, non-performance, non-conformity with the agreement or any other claim.
- Article 11: Complaint-related obligations**
- 11.1. At the risk of forfeiting all rights, the Buyer shall be obliged to notify the Seller in writing of their complaints concerning the invoice within the payment deadline. If the payment deadline is longer than fourteen days, the Buyer shall file any claims or complaints within a maximum of fourteen days from the invoice issue date.
- 11.2. Complaints about the quantity or externally visible defects of the delivered goods must be reported to the Seller in writing within two business days of receipt of the goods, otherwise the Buyer shall forfeit the right to demand proper performance of the agreement or a substitute compensation.
- 11.3. Without prejudice to the provisions of Article 11 paragraph 2, the Buyer shall not have the right to invoke a defect in performance if they have not notified the Seller of the defect in writing within eight days from the date on which the defect was detected or the time when, within reason, they should have detected it, otherwise the Buyer shall forfeit the right to demand proper performance of the agreement or substitute compensation.
- 11.4. The Buyer shall check the goods immediately after delivery for any externally visible defects and quantities. In the absence of proof to the contrary, signing the waybill or waybill with a protocol of reservations shall constitute proof that the goods have been delivered in the correct quantity and free of defects.
- Article 12: Non-collection**
- 12.1. After the expiration of the delivery period and/or performance period, the Buyer shall be obliged to actually take over the goods constituting the subject of the agreement at the agreed place.
- 12.2. The Buyer shall provide free of charge full cooperation to enable the Seller to complete the delivery.
- 12.3. Uncollected goods shall be stored at the expense and risk of the Buyer.
- 12.4. In case of violation of the provisions of paragraph 1 and/or 2 of this Article, the Buyer shall be obliged to pay the Seller for each violation a penalty of EUR 250 per day, up to a maximum of EUR 25,000. The payment of this penalty can be claimed independently of a claim for compensation under applicable law.
- Article 13: Payment**
- 13.1. Payment shall be made at the Seller's registered office or to the bank account indicated by the Seller, within 14 days from the date of issue of the invoice (unless another deadline is indicated on the invoice or order confirmation document). In the event of a failure to meet this deadline, the Buyer shall be in default without the necessity to be called upon to rectify the default in advance.
- 13.2. The Seller shall have the right to demand the following payments at any time:
- 30% of the agreed price when placing an order;
 - 60% of the agreed price when the material is delivered to the Seller;
 - 10% of the agreed price on delivery (receipt), however, not later than within one month from the delivery of the material to the Seller.
- 13.3. The Seller shall have the right at any time to demand from the Buyer to make advance payments or establish another form of security for the performance of their obligations under the agreement. Any costs associated with this shall be covered by the Buyer.
- 13.4. If the Buyer does not meet their payment obligations, they shall be obliged, instead of paying the agreed amount, to comply with any request from the Seller to a datation in payment.
- 13.5. The Buyer's right to set-off or suspend their claims against the Seller shall be excluded unless the Seller has been declared bankrupt, is subject to statutory debt restructuring, or in the case of suspension of payment.
- 13.6. Regardless of whether or not the Seller has carried out the agreed work in its entirety or not, everything that the Buyer owes or will owe them by virtue of the agreement is immediately due for payment in the event that:
- the payment deadline has been exceeded;
 - the Buyer has not fulfilled their obligations set out in Article 12;
 - proceedings have been initiated to declare the Buyer bankrupt or concerning a suspension of payments;
 - the Buyer's assets or claims were seized;
 - the Buyer (a company) will be dissolved or (partially) liquidated;
 - the Buyer (an individual) applied for a statutory debt restructuring, was placed under the supervision of a probation officer or died.
- 13.7. If the Buyer does not fulfill their obligations under this or any other concluded agreement, or does not perform them in a timely or proper manner, as well as in the case of the declaration of the Buyer's bankruptcy, or their application for a moratorium or declaration of the Buyer's bankruptcy, or decision to (partially) suspend business activity or taking actions to that effect, or if they proceed to liquidate their business, or become subject to any seizure for enforcement measures, the Buyer shall be deemed to be in default by law, and the Seller shall be entitled, without the need to call for remedying the deficiencies and without any judicial intervention, at their discretion, jointly or severally to:
- collect already delivered goods for which the Buyer has not yet paid or have them collected from the place where they are located and/or;
 - refrain from performing chosen or all of their obligations towards the Buyer, regardless of the reason for which they would be obliged to do so and/or;
 - even if agreed otherwise, with respect to the performance of any of their obligations, demand cash payment and/or;
 - terminate the agreement(s) in whole or in part, accordingly, declare it null and void, without any obligation to pay any compensation on the part of the Seller, establish a guarantee or any other obligations.
- 13.8. In case of a delay in the payment of a certain amount, the Buyer shall be obliged to pay the Seller interest on that amount, starting from the day following the date agreed as the payment deadline until the date of payment of that amount by the Buyer, inclusive. If the parties have not agreed on any payment deadline, the interest is due 30 days after the payment deadline. It is assumed that the discount rate for bills of exchange applicable in Dutch banks on the payment deadline is increased by 3.5%. For the calculation of interest, any already begun month shall be counted as a full month. Each time after a year passes, the amount on which interest is calculated shall be increased by the amount of interest due for that year.
- 13.9. The Seller shall be entitled to set-off their receivables from the Buyer by the amounts owed by the Buyer to the Seller's affiliated companies. The Seller shall also be entitled to set-off the amounts due to them from the Buyer with the receivables of the Seller's affiliated companies to the Buyer. In addition, the Seller shall be entitled to set-off their claims against the Buyer with claims against the Buyer's affiliated companies. Affiliated companies shall mean companies belonging to the same group within the meaning of Article 2:24b of the Dutch Civil Code ("DCC") and participatory units within the meaning of Article 2:24c of the DCC.
- 13.10. If the Buyer does not fulfill their payment obligations under the agreement, then, if the Seller entrusts a third party with the enforcement of the Buyer's payment, the Buyer shall be liable

to pay 15% of the invoice equivalent of the debt recovery costs, which amount shall be increased by contractual default interest, and shall be no less than EUR 75, without prejudice to the Seller's right to claim full compensation, if the debt recovery costs exceed 15% of the invoice equivalent, increased by contractual default interest.

13.11. If the Seller is granted all or part of the right in the course of legal proceedings, all costs incurred in connection with the proceedings shall be borne by the Buyer.

Article 14: Safeguards

14.1. Irrespective of the agreed terms and conditions of payment, the Buyer shall be obliged, upon the first request of the Seller and at their discretion, to provide sufficient security for the payment. If the Buyer does not meet this obligation within the prescribed time limit, Buyer shall be deemed to be in default. In such a case the Seller shall be entitled to terminate the agreement and make a claim for damages against the Buyer.

14.2. The Seller remains the owner of the goods to be delivered and delivered until the Buyer:

- a. fulfills their obligations towards the Seller under any agreement concluded between them;
- b. pays the receivables resulting from failure to meet the obligations under one of the agreements referred to above, such as compensation, contractual penalties, interest and costs.

14.3. As long as these items are subject to retention of title, the Buyer shall not be entitled to encumber them or dispose of them beyond the scope resulting from the normal course of business. As long as the Seller remains the owner of the delivered goods under the above provisions, the Buyer cannot dispose of them, even by establishing a lien on these goods for the benefit of third parties. If, despite this fact, the Buyer sells the goods or establishes a lien/security interest on them for the benefit of third parties, the cash or receivables which they obtain as a result of the sale or lien respectively, shall be returned to the Seller. This clause has effect under property law.

14.4. After the reservation of ownership rights has been invoked, the Seller shall be entitled to take back the delivered goods. The Buyer shall ensure full cooperation in this respect.

14.5. If, after the Seller has delivered the goods in a manner consistent with the agreement, the Buyer has fulfilled their obligations, the reservation of ownership rights to these goods is updated in case the Buyer does not fulfill their obligations under an agreement concluded later.

14.6. The Seller shall have the right of pledge and retention in respect of all items from Buyer which Seller has or will have in their possession and in respect of all claims which they have or may have against the Buyer in the future.

Article 15: Intellectual property rights

15.1. All intellectual property rights to goods delivered or services provided by the Seller, including but not limited to: products, offers, drawings or other documents, are expressly reserved by the Seller, unless the parties agree otherwise in writing. The Buyer shall not have the right to (sub)license or publish, reproduce, exploit, use or make this data available to third parties in any other manner, unless the Seller has provided their prior written consent.

15.2. The Seller shall not transfer any intellectual property rights to the Buyer under the agreement.

15.3. If the service to be performed by the Seller (partially) consists of the delivery of software, the source code shall not be transferred to the Buyer. The Buyer shall receive a non-exclusive, worldwide and perpetual license to use the software solely for the purpose of normal use and to ensure proper functioning of the goods. The Buyer shall not have the right to transfer a license or grant a sublicense. If the Buyer sells the goods to a third party, the license is automatically transferred to the party purchasing the goods.

15.4. The Seller shall not be liable for any damages incurred by the Buyer as a result of infringement of intellectual property rights of third parties. The Buyer shall indemnify the Seller against all claims of third parties related to the infringement of intellectual property rights.

Article 16: Assignment of rights or obligations

16.1. The Buyer shall not have the right to assign or secure any rights or obligations under any of the articles of these General Terms and Conditions of Sales or the underlying agreement(s) without the prior written consent of the Seller. This clause has effect under proprietary law.

Article 17: Termination and cancellation of the agreement

17.1. The Buyer shall not be entitled to terminate or cancel the agreement, unless the Seller agrees. In case of the Seller's consent, the Buyer shall be obliged to pay the Seller immediately due compensation in the amount of the agreed price, less the savings resulting for the Seller from the termination of the agreement. Compensation shall be equivalent to at least 20% of the agreed price.

17.2. If the price has been determined on the basis of actual costs to be borne by the Seller (the price determined on the basis of own costs), the compensation referred to in the first paragraph of this Article shall be estimated as the sum of the costs which the Seller would be expected to bear in the execution of the entire order, working hours and their profit.

17.3. Seller's products that have been correctly delivered shall only be taken back if, as a result of prior consultation in this regard, the Seller has agreed to take them back. The Seller applies the following criteria, among others, with regards to this consent:

- The packaging is not damaged;
- The goods were not assembled;
- It does not concern parts;
- It concerns electronic goods, sensors or accessories (such as cable, connectors, etc.);
- The Buyer covers the costs of transport and/or return shipping and guarantees payment for them;
- The order / return shipment is for an amount higher than EUR 46,00;
- These are products intended for current consumption, at the Seller's discretion;
- It does not concern special products or custom size products;
- No more than one month has passed since the products were delivered.

Returns will be considered after deducting a handling fee of 20% of the net invoice value if and as long as the Seller has agreed to return the products and payment has been made.

Article 18: Deficiencies and termination

18.1. If the Buyer does not meet their obligations under the agreement or fails to meet them in a timely manner, the Seller shall have the right to terminate the agreement in whole or in part, in writing, without prejudice to their right to claim damages and suspend execution of their obligations.

18.2. If the Seller fails to fulfill their obligations under the agreement in a non-culpable manner, they shall have the right to suspend the execution of the agreement or to change it, without resulting in an obligation to pay compensation to the Buyer. Only if the suspension referred to in this provision lasts longer than sixty days, the Buyer shall have the right to terminate the agreement in writing.

18.3. If the Buyer fails to fulfill their obligations under the agreement in a non-culpable manner, they shall have the right to terminate the agreement if and to the extent that they compensate the Seller for the damage caused by the termination of the agreement.

Article 19: Governing law and jurisdiction

19.1. Dutch law is applicable on these Terms and Conditions and the agreements concluded based on these Terms and Conditions.

19.2. The United Nations Convention on Contracts for the International Sale of Goods (C.I.S.G.), or any other international regulations whose exclusion is permitted, shall not apply.

19.3. Any and all disputes shall be resolved by the Dutch civil court having jurisdiction over the registered office of the Seller. The Seller may decide not to follow the rule concerning jurisdiction and apply the rules of jurisdiction applicable under the law.

20. These Terms and Conditions have been drawn up in the English language. In case of discrepancies between the English version of these Terms and Conditions and any translations thereof, the English version shall prevail.