

## **General terms of sale, delivery and payment of Partnertec B.V. (hereinafter referred to as: PARTNERTEC)**

Filed with the Chamber of Commerce in Woerden, and available from PARTNERTEC.

### **Article 1 - GENERAL**

1. These general terms of sale, delivery and payment apply to all offers and agreements as well as the execution thereof in respect of which PARTNERTEC acts as the seller/supplier.
2. These general terms of sale, delivery and payment apply to the exclusion of any general terms and conditions and/or terms used by the other party, unless otherwise agreed in writing.
3. Deviations from and/or additions to these general terms of sale, delivery and payment may only be relied on by the other party to the extent that they have been agreed on in writing.
4. If, in a specific case, these general terms of sale, delivery and payment are deviated from in favour of the other party, the other party may not attach any consequences to this for the application in general or in another specific case.

### **Article 2 - OFFERS AND AGREEMENTS**

1. Unless stated otherwise in writing, all offers and quotations of PARTNERTEC are without obligation.
2. An agreement is formed at the time that PARTNERTEC has confirmed it in writing or executes it.
3. Arrangements and/or agreements with employees of PARTNERTEC are not binding on it until and to the extent that PARTNERTEC has confirmed them in writing via an officer authorised to do so, or if PARTNERTEC has executed them without any reservation.

### **Article 3 - PRICES**

1. All prices have been calculated on the basis of delivery ex warehouse PARTNERTEC excluding VAT, packaging material and auxiliary packaging material, unless otherwise agreed in writing.
2. If after the offer or after the formation of an agreement any cost-determining factors change, including, among other things, taxes, excise duties, import duties and other government levies and charges, exchange rates, wages, premiums, transport costs or purchasing costs, PARTNERTEC will be entitled to change the price stated in the offer and/or the agreed price accordingly. Such also applies if the price change was foreseeable. Where relevant, the other party will be bound by these price changes.

### **Article 4 - DELIVERY**

1. Delivery takes place ex warehouse PARTNERTEC, unless otherwise agreed in writing.
2. Delivery dates will be agreed on in writing. The stated delivery dates will always be established on the basis of the facts and circumstances known at the time of confirmation. The mere exceeding of the delivery date will not entitle the other party to claim compensation, termination or nullification of the agreement. After the expiry of the stated delivery dates, in the event of incomplete delivery or failure to deliver the other party will have the right to give PARTNERTEC written notice of default, whereby the other party must allow PARTNERTEC a period of at least the delivery date stated initially to as yet meet the delivery obligation. The other party will be entitled to terminate the agreement if PARTNERTEC subsequently continues to fail to fulfil its delivery obligation. However, PARTNERTEC will

never owe compensation on account of a delay in the delivery to the other party, unless this is intentional.

3. If delivery ex warehouse has been agreed on between PARTNERTEC and the other party, delivery will take place at the time that PARTNERTEC has set apart the items for the benefit of the other party for collection by or on behalf of the other party.

4. If the other party does not take delivery of the purchased items, or does not collect them or does not have a third party collect them, the purchased items will be at the other party's disposal for four weeks. During this period, the items will be stored at the other party's risk and expense. After the expiry of the period of four weeks, PARTNERTEC will be entitled to terminate the agreement, in which case PARTNERTEC will be entitled to recover from the other party the loss suffered and to be suffered, such notwithstanding the claim of PARTNERTEC for payment of the agreed purchase price.

5. Even if this has not explicitly been agreed on, PARTNERTEC will be entitled to execute an agreement in parts and to claim payment of that part of the agreement that has been executed.

#### **Article 5 - NON-ATTRIBUTABLE FAILURE**

1. If PARTNERTEC is prevented from fulfilling the agreement due to a non-attributable failure, PARTNERTEC will be entitled to suspend performance of the agreement and will consequently not be bound by the stated delivery dates. For that reason, the other party cannot exercise its right to compensation of costs, damage or loss or interest against PARTNERTEC.

2. The following will be regarded as a non-attributable failure, among other things: war, danger of war, mobilisation, riot, state of siege, work strike or lockout, fire, poor weather conditions, accidents and illness of personnel, operational breakdown, stagnation in the transport, or other government restrictions, including restrictions as a result of decision-making within the European Community [or import and export restrictions], as well as any obstructive circumstance that does not exclusively depend on the will of PARTNERTEC, such as the non-delivery or late delivery of items or the non-performance or late performance of services by third parties engaged by PARTNERTEC.

3. If the cause of the non-attributable failure lasts longer than 10 weeks, both PARTNERTEC and the other party will be entitled to terminate the agreement wholly or partially. PARTNERTEC will never be liable for the damage or loss that the other party should suffer as a result.

4. If the non-attributable failure occurs at a time when PARTNERTEC has already partially fulfilled its obligations or can only partially fulfil its obligations on account of this occurrence, PARTNERTEC will be entitled to separately invoice the part that has already been delivered or the part to be delivered, and the other party will then be obliged to pay this invoice as if it concerned a separate agreement.

#### **Article 6 - QUALITY, INSPECTION AND COMPLAINTS, GUARANTEE**

1. PARTNERTEC seeks to deliver items that are in accordance with the agreed specifications and approved samples, have been manufactured to a high standard and meet the current state of the art, are of good quantity and free from design faults, structural faults, manufacturing faults and faults in the material, and that comply with mandatory provisions concerning health, safety, environmental protection and electrical standards that apply in the Netherlands or, to the extent that PARTNERTEC is familiar with this, in the country for which the items are destined. Items delivered by PARTNERTEC may originate from external suppliers. PARTNERTEC will select its suppliers carefully, but cannot guarantee the quality and continuity of the suppliers contracted by it.

2. If the agreement includes the installation, mounting, assembly, putting into operation or other work to be carried out by PARTNERTEC, PARTNERTEC seeks to carry out this work in accordance with the agreed requirements or the requirements set by the manufacturer, using the appropriate materials, parts, auxiliary materials and equipment.
3. PARTNERTEC does not guarantee that the items to be delivered are suitable for the specific purpose for which the other party wishes to use them. This also applies if the intended purpose was communicated to PARTNERTEC in advance, unless explicitly agreed otherwise in writing. It is up to the other party to obtain proper information about the potential uses of the items offered and to be delivered by PARTNERTEC.
4. At the time of or no later than within 8 days of receipt thereof, the other party will be obliged to inform PARTNERTEC accurately and detailed in writing of any objections known to the other party, such as the risk of forfeiting the right to rely afterwards on the fact that the items were not delivered or installed in accordance with the agreement.
5. If PARTNERTEC considers the other party's objections to be well-founded, PARTNERTEC will have the right - at its discretion - to replace the delivered items, to repair them free of charge or to apply a reasonable price reduction up to the relevant invoice amount at most.
6. Items that PARTNERTEC has delivered to the other party may only be returned, for any reason whatsoever, after prior written authorisation and instructions for sending and/or other instructions from PARTNERTEC. Where appropriate, transport and all associated costs will be payable by the other party. During this transport, the items will remain at the other party's risk and expense. PARTNERTEC will reimburse any reasonably incurred transport costs if it is established that defective items are concerned for which PARTNERTEC is liable.
7. Failure by the other party to observe the customary measures, directions, operating instructions or guarantee provisions with respect to delivered items will release PARTNERTEC from any liability.
8. Complaints by the other party will not suspend its payment obligations.
9. If the other party has not submitted a written objection to PARTNERTEC about the content of the invoice within 8 days of the invoice date, the relevant invoice will constitute conclusive proof against the debtor.
10. Guarantees with respect to items delivered by PARTNERTEC will be equivalent to guarantees provided by the manufacturer. PARTNERTEC will only act as intermediary with respect to the settlement of guarantee cases. The other party cannot hold PARTNERTEC directly liable for the fulfilment of a guarantee obligation by a supplier of a specific item.

#### **Article 7 - PAYMENT**

1. Payment must be effected without discount or setoff within 30 days after the invoice date in the manner indicated by PARTNERTEC, unless otherwise agreed in writing.
2. PARTNERTEC will at all times be entitled to claim full or partial advance payment of the invoice price from the other party.
3. PARTNERTEC will be entitled to invoice partial deliveries separately.
4. If payment in good time is not received, PARTNERTEC will be entitled to suspend the fulfilment of its obligations, also including, among other things, the delivery of items, also obligations pursuant to other agreements, until the amount due has been paid.

5. If payment in good time is not received, the other party will furthermore owe 1% interest a month on the invoice amount without further notice of default, such calculated from the due date until the date of payment, in which respect part of a month is regarded as a full month.
6. All costs incurred in the collection, including extrajudicial collection costs and costs of the proceedings, will be payable by the other party. The extrajudicial collection costs will be calculated in accordance with the Voorwerk II report.
7. PARTNERTEC will at all times be entitled, before fulfilling its obligations, to require security that is sufficient in its opinion for the fulfilment of the other party's obligations, if in PARTNERTEC's opinion any circumstances with which it is familiar give rise to this.  
The other party's refusal to provide the required security gives PARTNERTEC the right to terminate all agreements between the parties, without prejudice to the right of PARTNERTEC to compensation of expenses and loss of profits.
8. The full invoice amount will be immediately and fully due and payable in case of late payment of an agreed instalment, as well as if the other party goes into liquidation, applies for a provisional or definitive suspension of payment, if the items and/or receivables of the other party are attached, if the other party dies, is wound up or is dissolved. The other party will be obliged towards PARTNERTEC to immediately inform PARTNERTEC if one of the above situations occurs.
9. Payments made by the other party will always first serve to settle the expenses due, subsequently to pay the outstanding interest, and finally to pay the invoices due and payable that have been outstanding for the longest period of time, even if the other party states that the payment concerns a later invoice.
10. PARTNERTEC may be obliged to assign its overdue receivables to its credit insurer, and explicitly reserves this right.

#### **Article 8 - LIABILITY**

1. PARTNERTEC will not be liable for any damage or loss whatsoever, direct damage or loss and/or consequential damage or loss, including damage to items of the other party, injury to persons or damage to the items of third parties, by whatever cause, except in case of gross negligence or wilful misconduct on its part.
2. Neither will PARTNERTEC be liable in the sense referred to above for actions of its employees or other persons who are its responsibility, which includes, to the extent that this is permitted by law, wilful misconduct or gross negligence of those persons.
3. In those cases in which PARTNERTEC is liable, the liability for damage or loss will be limited to the cover of its liability insurance. If and to the extent that the liability insurance does not provide cover for certain damage or loss, the liability for this damage or loss will be limited to the net invoice value of the delivered items.
4. The other party will indemnify PARTNERTEC against any claim for damages from third parties, regardless of the cause.

#### **Article 9 - RETENTION OF TITLE**

1. The items delivered by PARTNERTEC will remain the full property of PARTNERTEC until the other party has paid PARTNERTEC all that is owed by the other party under this agreement or other agreements (including any interest, penalty and costs).

2. As long as payment in full has not taken place, the delivered items may be taken back by PARTNERTEC at all times, while the other party in such case will be obliged on demand to immediately return these items to PARTNERTEC at its own risk and expense.
3. The other party will not be entitled to have the items at its disposal in any manner whatsoever that affects or may affect the above retention of title of PARTNERTEC. For instance, the other party will not be allowed, outside the normal business operations, to dispose of, encumber or pledge the items or otherwise place them under the control of third parties.
4. The other party must store the items that are subject to retention of title in such a manner that PARTNERTEC can distinguish them from other items.

#### **Article 10 - INTELLECTUAL AND OTHER PROPERTY RIGHTS**

1. The other party will refrain from infringing the intellectual and industrial property rights or other rights of PARTNERTEC. With respect to the intellectual property rights that are vested in the work performed and/or items delivered by PARTNERTEC, the other party will exclusively and only to the extent explicitly agreed on in writing acquire a non-exclusive and non-transferable right of use, unless otherwise agreed in writing.
2. All rights with respect to services and items, including materials and parts, which the other party makes available to PARTNERTEC for the performance of the agreement, will accrue to PARTNERTEC after delivery.

#### **Article 11 - SOFTWARE**

1. If PARTNERTEC sells the other party the right to use generally available software not developed especially for the other party ('standard package'), PARTNERTEC guarantees that it has the right to have the standard package at its disposal.
2. PARTNERTEC provides the following guarantees exclusively with respect to standard packages that it has developed. During a period of three months after delivery, PARTNERTEC will remedy any defects to the best of its ability if the software does not meet the agreed specifications. PARTNERTEC does not guarantee that the standard package will operate without interruption or free from defects, or that all defects will be improved. This may be different if a maintenance agreement has been concluded or in case of a usage fee that includes maintenance. Remedy of any lost data is not included under the guarantee.  
The guarantee does not apply if the standard package has been changed by parties other than PARTNERTEC. The guarantee is explicitly limited to again performing at PARTNERTEC's expense the work necessary to bring the software in line with the agreed specifications. PARTNERTEC will not be liable for other costs.
3. A guarantee with respect to standard packages not developed by PARTNERTEC is only available to the extent that such is provided by the manufacturer or supplier.
4. PARTNERTEC will indemnify the other party against third-party claims of an alleged infringement of copyrights by the standard packages of PARTNERTEC.
5. PARTNERTEC reserves all intellectual property rights with regard to the standard packages. The delivery of standard packages does not entail the transfer of ownership and/or intellectual property rights in respect of these standard packages.
6. The other party will not remove copyright notices.

7. The other party will not have the right to change the standard package without PARTNERTEC's prior written permission.
8. The other party will not be entitled to make the standard package available to third parties, to sell it and/or to multiply it. The other party will only be entitled to use this software for its own use.
9. The source code of the software will not be made available to the other party.

## **ARTICLE 12 - PROCESSING OF PERSONAL DATA**

1. PARTNERTEC fulfils the obligations that are vested in it as potential processor under the applicable legislation concerning the processing and protection of personal data. PARTNERTEC will take appropriate technical and organisational measures to secure personal data and other data against loss or any form of unlawful processing. Where necessary, PARTNERTEC will enter into a processing agreement. When taking technical and organisational security measures, PARTNERTEC has taken into account the state of the art, the implementation costs of the security measures, the nature, scope and context of the processing operations, the purposes and the intended use of its products and services, the processing risks and the risks of varying likelihood and severity for natural persons. PARTNERTEC guarantees that third parties who process personal data under its responsibility are obliged to observe secrecy. PARTNERTEC confirms that it will comply with all reasonable requests with respect to the protection of personal data of natural persons to the extent that such is possible for it from a technical and organisational point of view.

## **Article 13 - USE OF OTHER NON-PERSONAL DATA**

1. Based on the use of the items delivered by it, PARTNERTEC can collect non-personal data such as data regarding the actual use of the delivered items, the operation of the delivered items, service incidents and the maintenance results obtained from the use of the delivered items. PARTNERTEC reserves the right to use this non-personal data for its business operations. The use of this non-personal data will always be anonymous and in such a manner that this use cannot lead to the disclosure of company or production-related data of the other party. The use of this non-personal data also includes sharing it with third parties to the extent that such is desired or necessary in the context of the business operations of PARTNERTEC. If PARTNERTEC shares the non-personal data with third parties, PARTNERTEC will observe the safeguards included in Articles 12 and 13 of these conditions. In any event, PARTNERTEC will not owe any compensation for the use of the non-personal data. Neither will PARTNERTEC be liable for the use (whether or not by third parties) of the non-personal data.

## **Article 14 - CANCELLATION / TERMINATION**

1. If the other party cancels an order fully or partially, or terminates an agreement without the necessity of court proceedings in a legally valid manner, the other party will be obliged to compensate PARTNERTEC for all costs incurred with a view to the execution of this order or agreement respectively (preparation costs, storage costs, costs of purchased materials, etc.), all this without prejudice to the right of PARTNERTEC to compensation on account of loss of profits as well as the other loss resulting from the cancellation of the order or termination of the agreement respectively.

**Article 15 - REPRESENTATION**

1. If the other party acts on behalf of one or more other parties, the other party will be liable towards PARTNERTEC as if it were the client, without prejudice to the liability of those other parties.

**Article 16 - CONVERSION**

1. The nullity or voidability of any provision of these conditions or of agreements to which these conditions apply will not affect the validity of the other provisions.
2. PARTNERTEC and the other party will be obliged to replace provisions that are null and void or voided with provisions that as much as possible have the same purport as the provision that is null and void or voided.

**Article 17 - DISPUTES**

1. Dutch law applies exclusively to all agreements concluded by PARTNERTEC.
2. The Vienna Sales Convention does not apply and is hereby explicitly excluded.
3. All disputes arising in the execution of or in connection with an agreement will be settled exclusively by the Court of Oost-Brabant in 's-Hertogenbosch.