

## **General terms and conditions Inframotion B.V.**

### Article 1 – Definitions

- 1.1 Inframotion B.V.: A private company with limited liability registered under number 27334111 having its seat in 2242 AB, Wassenaar having its offices at Rijksstraatweg 324 DIII.
- 1.2 Shipment: All hardware equipment as well as the (corresponding) components, Services and/or software that have been made available by or on behalf of Inframotion B.V. to the Other party.
- 1.3 Other party: The customer or supplier that by signing a document or otherwise accepts the applicability of these terms and conditions.
- 1.4 Party/Parties: The Other Party and/or Inframotion B.V.
- 1.5 Transaction: An agreement or commitment between Inframotion B.V. and the Other Party relating to buying and selling of hardware and/or Services and/or Software.
- 1.6 Services: Services provided by or on behalf of Inframotion B.V. to the Other Party.

### Article 2 – Applicability

- 2.1 These general conditions shall apply to all (legal) relations between Inframotion B.V. and the Other Party, including all Transactions between Parties. These general conditions replace all previous applicable and/or registered general conditions and/or terms between the Parties.
- 2.2 Any general conditions used by the Other Party are hereby expressly rejected by Inframotion B.V.. No additional terms and conditions shall apply to the agreement, unless agreed by Inframotion B.V. in writing.
- 2.3 All offers by or on behalf of Inframotion B.V. are non binding unless otherwise agreed upon between Parties.
- 2.4 A Transaction is established after written confirmation of Inframotion B.V. or after commencement of the execution of the Transaction by Inframotion B.V.. Transactions written or oral, agreements and/or

conditions made by employees or agents of Inframotion B.V. may be revoked within 5 days by a legal representative of Inframotion B.V..

Article 3 – Standards, right to make use of third parties

- 3.1 Inframotion B.V. will endeavour to carry out the Transaction to the best of its judgement and ability and in accordance with reasonable professional standards.
- 3.2 Inframotion B.V. has the right to make use of third parties to accomplish the Transaction.

Article 4 – Prices, Rates and Payment

- 4.1 The prices and rates of Inframotion B.V. are excluding VAT, packaging, packing, shipping, transport documents, travel, inspection, insurance and/or other possible contributions or taxes, unless otherwise agreed upon.
- 4.2 All invoices sent by Inframotion B.V. shall be effected by the Other Party within fourteen (14) days of the date of the invoice. Objections to the invoices do not suspend the obligation of the Other Party to pay.
- 4.3 In the event that the Other Party fails to pay an invoice within the period of fourteen (14) days, the Other Party will be in default by the mere expiry of this date and shall be obliged to pay reasonable costs incurred by Inframotion B.V. to obtain the payment from the Other Party including reasonable legal fees. Furthermore after this due date an interest of 1,5% enters into effect to be increased with that statutory interest, both to be calculated over the entire invoice amount, without notice of default being required thereto.
- 4.4 The Other Party shall pay the invoice in full prior to collection or delivery of the Transaction unless credit terms have been agreed upon in writing in advance with Inframotion B.V.

Article 5 – Packaging

- 5.1 Inframotion B.V. will package the Equipment for delivery in accordance with its usual third party or its applicable standards. Should the Other Party wish a special way of packaging, the additional costs will be for account of the Other Party.
- 5.2 The Other Party shall handle the abovementioned packaging in a manner consistent with applicable government regulations. The Other Party shall indemnify and hold harmless Inframotion B.V. from any claims of third parties for non-compliance of such regulations.

#### Article 6 – Export Restrictions

For export of Equipment or parts of Equipment by the Other Party, the relevant export regulations shall apply and be binding. The Other Party shall indemnify and hold harmless Inframotion B.V. for all claims of third parties relating to infringements of the applicable export regulations.

#### Article 7 – Returns

- 7.1 Shipment delivered and accepted by the Other Party cannot be returned to Inframotion B.V., unless otherwise agreed upon in writing.
- 7.2 If and insofar Parties agree that Shipment can be returned, Inframotion B.V. shall credit the invoice at the market price on the calendar day the Shipment has been returned to Inframotion B.V..

#### Article 8 – Warranty and Maintenance

- 8.1 Inframotion B.V. provides no more guarantees for Shipment or parts thereof, which are not manufactured by Inframotion B.V., than the supplier of the Shipment and no more than the warranty as defined by the supplier of Inframotion B.V.. At the request of the Other Party Inframotion B.V. will provide the supplier's warranty provisions.

- 8.3 As far as the Other Party makes the selection of the purchased Shipment, it bears the risk of that selection.
- 8.4 Subject to the conclusion of an additional (maintenance) agreement between Parties Inframotion B.V. can provide maintenance of the Shipment.
- 8.5 In the event the Other Party provides to Inframotion B.V. computers or comparable Shipment, electronic files or software etc., the Other Party warrants that all computers or comparable equipment, electronic files or software are free from viruses or defects.
- 8.6 In the event the Other Party provides Services to Inframotion B.V. or its clients, the Other Party warrants that all Services are free from defects.

Article 9 – Deadlines performance

- 9.1 The lead times/ timelines given by Inframotion B.V. are solely an estimation and are not to be considered deadlines. Inframotion B.V. does not guarantee the delivery timelines and any exceeding of the performance period, shall neither give the Other Party the right to any compensation or indemnity whatsoever, nor to terminate the Transaction nor to postpone any obligations towards Inframotion B.V.
- 9.2 Inframotion B.V. has the right to adjust the terms of performance/timelines in the event not all information required for proper execution is timely received by Inframotion B.V.
- 9.3 In the event that the Other Party wishes to make changes or additions in the Transaction these will only apply if and insofar as these have been laid down in writing to Inframotion B.V. and Inframotion B.V. has accepted the changes or additions in writing. Should the requested change affect the agreed price, rates or payment conditions, all additional costs shall be paid by the Other Party.
- 9.4 The Other Party guarantees that, to the best of its knowledge, it timely provides all the information which is necessary for the Transaction to Inframotion B.V.

- 9.5 If and insofar a delivery date is applicable, the delivery date will in any case be extended by the duration of the delay insofar as this delay arises as a result of insufficient cooperation on the part of the Other Party in the execution of the Transaction. All additional costs shall be paid by the Other Party.
- 9.6 Inframotion B.V. shall not be liable for any default or delay in any obligation towards the Other Party if the default or delay is caused by incomplete and/or incorrect and/or untimely information or documentation provided by the Other Party.
- 9.7 In the event Inframotion B.V. shall insure the Transaction(s) at the request and on behalf of the Other Party, the Other Party can never derive more rights from this insurance, than if the Other Party would have concluded the insurance contract itself.
- 9.8 Inframotion B.V. may continue using the address given by the Other Party until Inframotion B.V. is communicated a new address in writing. All damages resulting from not timely communicating such address change will be at the liability of the Other Party.

#### Article 10 – Right of retention

- 10.1 Shipment delivered to the Other Party remains the property of Inframotion B.V., until all amounts due under the Transaction are paid by the Other Party to Inframotion B.V.

#### Article 11 – Confidentiality

- 11.1 Both parties are obliged to keep all information and data acquired as a result of the Agreement confidential. Information is considered to be confidential in the event the confidence is notified by the Other Party or in the event the information reasonably can be considered confidential.
- 11.2 If and insofar a Party, on behalf of a statutory clause or magisterial verdict is obliged to pass confidential information to third parties and has no right of excuse, Article 12.1 shall not be valid and/or enforceable between Parties.

Article 12 – Complaints

- 12.1 In the event that the Other Party finds that Inframotion B.V. did not fulfil its obligations towards the Other Party, the Other Party will notify Inframotion B.V. within eight (8) days after discovery, anyhow no later than fourteen (14) days after completing the Transaction. In order to give Inframotion B.V. the opportunity to react adequately, the Other Party shall formulate its complaint precisely and duly specified.
- 12.2 In the event Inframotion B.V. agrees with a complaint, Inframotion B.V. will have the opportunity to accomplish the Transaction once again. Should it be impossible to accomplish the Transaction again, Inframotion B.V. will only be liable towards the Other Party within the framework of article 14.
- 12.3 Minor, commercially or technically unavoidable deviations in colour, size and/or finish, can never be a ground for complaints.

Article 13 – Limitation of Liability

- 13.1 Subject to applicable law, the total liability of Inframotion B.V. is limited to compensation for direct losses up to the amount of the invoiced amounts with respect to the Transaction to which the default directly relates.
- 13.2 Subject to applicable law, Inframotion B.V. shall not be liable for any default in the performance of its obligations under the Transaction between the parties, except in the event that such default is the result of gross negligence by Inframotion B.V.
- 13.3 Subject to applicable law, Inframotion B.V. is not liable for any consequential loss including but not limited to: loss of profit, loss of contract or incurred financial loss

Article 14 – Indemnities

- 14.1 The Other Party shall indemnify and hold harmless Inframotion B.V. against any and all damages, liabilities and/or costs arising directly or indirectly from all alleged claims by a third party in relation to the Transaction between Parties including but not limited to claims for the re-

licencing of embedded software in third party Shipment. The Other Party is responsible for the (time to time) re-licencing of this embedded software.

- 14.2 The Other Party shall indemnify and hold harmless Inframotion B.V. for any and all claims of third parties concerning intellectual property rights related to the Shipment used during the fulfilment of the Transactions.
- 14.3 All indemnities and limits of liability as set out above and the indemnities as mentioned in this article 15 apply as well for all Inframotion B.V.'s officers, personnel and/or its (sub)contractors.
- 14.4 Inframotion B.V. will not examine the existence of patents, trademarks, product designs, copy right or image rights of third parties. The Other Party shall indemnify and hold harmless Inframotion B.V. from any and all claims and/or liabilities in this respect.

#### Article 15 - Force Majeure

- 15.1 Inframotion B.V. is not liable for failure to perform or delay in performing any obligation towards the Other Party if the failure or delay is caused by any circumstances beyond its reasonable control, including but not limited to the loss of data due to computer hindrance, virus infection, computer hacking by third parties, damage to machines or other calamities preventing and limiting Inframotion B.V. to perform under the Transaction.
- 15.2 In the event the circumstances beyond one's control prevent Inframotion B.V. to fulfil its obligations, Inframotion B.V. shall be entitled to postpone the Transaction or to dissolve the Transaction between the parties without judicial intervention and without any obligation on the part of Inframotion B.V. to pay any damages whatsoever.
- 15.3 In the event that such delay or failure as meant in this article occurs and Inframotion B.V. already fulfilled a significant part of its obligations towards the Other Party, and the Other Party will be able to use this fulfilled part of the Transaction, Inframotion B.V. will be entitled to charge the Transaction separately. In that event the Other Party is obliged to pay the invoice to Inframotion B.V.

Article 16 – Intellectual property

- 16.1 All intellectual property rights related with or resulting out of the provided order of Inframotion B.V. and/or the accomplished Transaction by Inframotion B.V. belong at all times to Inframotion B.V.
- 16.4 All documents such as reports, advices, agreements, designs, concepts, hardware, etc., (hereafter: “Works”) shall remain property of Inframotion B.V. The Other Party is not entitled without the prior written consent of Inframotion B.V. to copy, publish the Works or notify the Works to third parties.
- 16.5 The Other Party is not allowed – without the prior written consent of Inframotion B.V. – to modify any Shipment, designs or concepts of Inframotion B.V. or its suppliers and/or to use elements from any Works developed by Inframotion B.V. or its suppliers.
- 16.5 Notwithstanding its obligations under Article 12, Inframotion B.V. has the right to use its increased knowledge resulting from its dealings related to the Transaction for other purposes.
- 16.6 Inframotion B.V. is allowed to use all Works in relation to the Transaction developed by Inframotion B.V. to promote its own company.

Article 17 – Termination

- 17.1 Inframotion B.V. shall be entitled to terminate the Transaction or suspend performance of its obligations, without prejudice to its other rights and remedies forthwith on written notice and will not be liable for any damages in the event that:
- a. The Other Party declares bankruptcy;
  - b. The Other Party is a debtor in possession;
  - c. The Other Party shall have a liquidator;
  - d. The Other Party is in legal restraint, dissolved or passed away; or
  - e. The Other Party is in material default of any legal obligation or any obligation under the Transaction.



- 17.2 Inframotion B.V. is entitled in the events as stipulated in this article 18.1 to claim - and the Other Party is obliged to immediately pay - its complete indebted remuneration immediately.
- 17.3 The Other Party shall inform Inframotion B.V. immediately in the event a circumstance occurs as mentioned in this article 19.1. In the event the circumstance as mentioned in 18.1 sub e. occurs, the Other Party shall be in default ipso jure and any debt to Inframotion B.V. shall be immediately due and payable.
- 17.4 Subject to article 18.5 the Other Party shall be entitled to terminate any Transaction only in the event Inframotion B.V. is in default in executing a material obligation under the Transaction.
- 17.5 The Other Party shall give proper written notice providing a reasonable period for remedying Inframotion B.V.'s alleged shortcoming.

Article 18 - No assignment

The Other Party is not allowed to transfer, assign or delegate any rights or obligations under this Agreement without the prior written consent of Inframotion B.V.

Article 19 - Governing Law and Jurisdiction

- 19.1 In the event that any article or part thereof of these general conditions is null and void or nullified, the remaining articles of these general conditions shall remain in full force.
- 19.2 All legal relations between Parties shall be governed and construed solely in accordance with Dutch law with the explicit exclusion of all provisions governing international private law and the UN Convention for the International Sale of Goods (CISG).
- 19.3 All disputes between Parties that may arise from or in connection with the Transaction shall be settled by the competent court in the Hague, The Netherlands.