

General Delivery and Payment Conditions of Cugla BV, a private limited company under Dutch law, whose official seat and principal place of business is in Breda, The Netherlands.

#### GENERAL; APPLICABILITY

1. The delivery and payment conditions below apply to and form an integral part of all quotations submitted by us and all agreements entered into by us and the deliveries resulting from these. The applicability of these conditions is subject to changes, which are binding only if confirmed by us expressly in writing. No rights for future transactions can be derived from any changes agreed upon.

2. All conditions and/or clauses mentioned by the client on stationary, orders et cetera, do not apply to quotations submitted by us and/or agreement/agreements made with us, and are never binding on us, unless these deviating conditions have been expressly accepted by us in writing. Such express written acceptance applies only to the agreement at issue, unless expressly stated otherwise.

3. 'In writing' and 'written' in these conditions are understood as: by letter, by fax or electronically.

4. In so far as these conditions are also available in other languages, the Dutch text will prevail in case of inconsistencies.

#### QUOTATIONS AND PRICES; FORMATION OF AN AGREEMENT; PACKAGING

5. a. All our offers and quotations are subject to contract, unless expressly agreed upon otherwise

in writing. Our offers and quotations are as accurate as possible and are based on the specifications, measurements, sketches, et cetera, provided by or on behalf of the other party upon application. Offers and quotations based on orders placed with us by clients through our staff, our agents, or other intermediaries are also subject to contract, unless we notify the party to whom the quotation is addressed within 8 days after the offer is made that the offer is binding.

b. An agreement is binding on us only after it has been confirmed by us in writing. This also applies to orders which have already been accepted by agents or intermediaries on our behalf, and to oral promises made by agents or intermediaries on our behalf.

The agreement is always entered into on the suspensive condition that the information gathered by us in our opinion evidences sufficient creditworthiness of the client. If payment by means of a letter of credit is agreed upon, the agreement will enter into effect only after our written acceptance of the irrevocable (and confirmed) letter of credit. As long as we have not turned down the order placed by the client, the client will be bound by it, unless it has indicated in the order that it is "subject to contract" and/or "for information purposes only".

c. The client hereby grants us permission to execute the agreement

in parts if such will be the case, and in that regard to invoice the client for each partial delivery.

d. The order confirmation contains all information on the execution of the order.

The client is expressly obliged to inspect the order confirmation immediately and to report any errors stated in the confirmation to us in writing within 3 days from the date of dispatch. If no such report is received within the term mentioned in the previous sentence, the client is expressly not entitled to renege on this later, for example by making a complaint with respect to the delivery as referred to in clause 20.

e. Pictures and descriptions in prospectuses, brochures and illustrations are as accurate as possible, but these give a general impression and do not bind us, since changes in constructions may take place constantly, which can lead to variations in depiction, weights, et cetera. Variations in this respect do not give the client the right to refuse to accept the delivery/deliveries, nor do these entitle it to claim damages.

All advice, calculations, announcements and statements on capacities, results and/or expected achievements are without any engagement, without any obligations on our part and are provided as non-binding information only.

6. a. Our prices and offers are at all times based on factory prices, materials prices, wages, social security costs, taxes, import and export duties, freight prices, exchange rates, transportation costs, insurance premiums, et cetera, applicable at the time of our offer and/or quotation.

b. In case one or several of these cost factors increase between the date of the offer and delivery, even if this happens as a result of circumstances which could already be foreseen at the time of the offer, we are entitled to change our price.

c. All prices mentioned by us are in EUR, exclusive of VAT and other equivalent duties, and exclusive of delivery and packaging costs. Unless agreed upon otherwise in writing, prices are ex works, Breda, the Netherlands (EXW, Incoterms 2010).

d. Any packaging will be taken care of by us in the best and cheapest way and the cost price will be charged to the client. The packaging will not be taken back by us. If, at the request of the client, special packaging materials or special packaging conditions apply, the additional related costs will be at the expense of the client.

#### GUARANTEES AND ADVANCE PAYMENTS

7. Before we proceed to execute the confirmed order or continue an execution which has already started in part, we are at all times entitled to require the client to pay an advance payment in the context of its payment obligations arising from the agreement, not exceeding the amount due by the client pursuant to the agreement, or - at our discretion - to require the client to provide a form of security which in the banking world is considered satisfactory, such as an irrevocable bank guarantee up to the maximum amount payable by the client upon execution.

If, following our request, the client refuses to make an advance payment or to provide a security as referred to in the previous sentence, we are immediately entitled to suspend our obligations or to terminate the agreement by submitting a statement to that end, without prejudice to the other grounds for termination mentioned in these conditions and without prejudice to our rights to compensation of damages suffered by us as a result of that termination.

## ALTERATIONS TO THE ORDER

**8.** If by or on behalf of the client alterations are made to the original order, of whatever nature, these must be agreed upon by us expressly in writing. Any extra costs related to this will be charged additionally to the client. Alterations in the execution requested by the client after the order is placed must be notified to us promptly in writing, in clear terms and/or adding clear descriptions, without prejudice to the stipulations above. If the alteration is related to a specification provided for an item to be manufactured or delivered, the alteration can be made only if the factory where the order has been placed, or were partial orders have been placed, agrees to this adaptation. Alterations are not permitted with respect to objects which have already been sent out for delivery, either by us or by the factory involved.

Execution of urgent alterations to previously submitted orders, made orally and/or by phone are at the full risk and expense of the client.

Alterations to orders already placed may lead to alterations to the delivery times initially agreed upon, in which case the provisions under clause 10 of these conditions will apply in full.

## OUTSOURCING OF ACTIVITIES

**9.** We are entitled to outsource the order placed by the client to third parties or suppliers, partially or in full. If requested to do so, we will inform the client if and to which extent the order has been outsourced to third parties or suppliers, in so far as agreement upon the fact that "delivery depends on supply by factory" does not already imply the involvement of third parties/suppliers.

## DELIVERY

**10. a.** The term of delivery, including the period in which the work is executed by us, starts on the day the agreement was concluded. If for the execution of the order certain data, sketches, et cetera are needed, or if certain formalities are required, the term of delivery will start only after such data, sketches, et cetera have been received by us, or after the required formalities have been complied with. If we require a first payment with the order, the term of delivery will start on the day this payment has been received by us.

Terms of delivery mentioned by us are without obligations, however much we try to observe these as closely as possible, and are therefore always approximate only and must never be regarded as a strict deadline as defined by law. We will be in default with respect to the term of delivery only after we have been notified in writing by the client to that effect, if the client at the time of the notification has given us the opportunity to deliver as yet within a reasonable term and if we have failed to make use of that opportunity. Only in the event of a substantial excess (more than 8 weeks) of the term of delivery agreed upon, the client has the right to terminate the agreement, unless this excess is caused by force majeure. However, the client shall never be entitled to any penalty payment or compensation of damages.

**b.** Failure to perform any payment obligation by the client or to perform these obligations in time will suspend performance of our obligation to deliver.

**c.** In the event of any delay in the performance of the contract, for whatever reason, including delays caused by our staff or suppliers,

the term of delivery indicated will automatically be extended by the duration of the delay. At the request of the client we will further notify the client of such extension.

**d.** We are not liable for any damage resulting from overdue delivery, if and to the extent that the circumstances which caused such overdue delivery are not at our risk and expense, including the failure to perform or the late performance by our suppliers.

**e.** Deliveries can only be postponed at the request of the client after our express written consent. Any costs or losses suffered by us due to such postponement are at the full expense of the client. The cost estimation to be submitted by us in this respect is binding on the client.

**f.** We have the right to store items which could for whatever reasons beyond our control not be transported to their place of destination, including failure by the client to perform all acts necessary for delivery, at the expense and risk of the client, and to request payment of the purchase price as if delivery already took place, and of all storage costs incurred by us.

**11.** Delivery conditions are agreed upon per transaction. All delivery conditions apply in conformity with Incoterms 2010.

## CANCELLATION BY THE CLIENT

**12.** If the client wishes to cancel its order in part or in full, our express written consent is required. If we agree to the cancellation, the client is obliged to pay all preparations costs, storage costs, costs of materials, et cetera, incurred by us for the execution of this order, including wages. In case we have entered into a foreign exchange contract with banks or other third parties in connection with the order, the client will also compensate any exchange losses resulting from the cancellation, without prejudice to our rights to compensation of all damages, including lost profits. In case of cancellation, the client is obliged to pay cancellation charges. These sums, depending on the status of the order, amount to 10% to 50% of the order amount, plus VAT.

## SUSPENSION AND TERMINATION

**13. a. If:**

1. the client fails to meet any of its obligations arising from the agreement entered into, or from any other agreement made with us, or fails to meet these properly or in time, including financial obligations and obligations pursuant to clause 7;

2. and in case of:

-attachment of its property, a petition for liquidation at its own request or at the request of a third party,

-application for a suspension of payments order for the client,

-shutting down or wind-up of the company of the client,

-the appointment of a legal asset manager if the client is a natural person, such as the placement of property under administration and/or placement under curatorship and/or equivalent options in other countries, both for natural persons and legal persons,

-the client making any repayment arrangements with creditors without our knowledge, or leaving claims due and payable to third parties unpaid after the applicable payment term has lapsed, the client is considered to be in default by operation of law and without further notice of default being required. In such case, we have the right, without any judicial intervention being required, to

suspend or terminate the execution of any agreement concluded between us and the client, or - at our discretion - to terminate the agreement/agreements partially or in full by means of a statement to that effect, without any obligations on our part to compensate damages or to provide guarantees, all this without prejudice to all our other rights, including the right to recover the items delivered by us that are subject to the retention of title to be discussed in clause 14, and the right to full compensation of damages.

**b.** In all cases mentioned under a, our claims against the client and/or the claims we come to have in this manner, are immediately due and payable.

#### RETENTION OF TITLE

**14. a.** The ownership of all goods delivered pass to the client only after the client has met all its obligations towards us arising from the agreement which led to the delivery of these goods, or from any other agreement made with the client for the delivery of goods and the performance of works in that respect, and from agreements on claims arising from the failure of the client to perform such agreements.

The retention of title as referred to in the previous sentence expressly applies also in case payment of the items delivered takes place by means of a bill of exchange or other commercial papers, accepted either by the client or by a third party on its behalf, or in case the obligation of the client to pay the purchase price is fulfilled through a current account or a statement of account. In the latter case, the retention of title will remain in force until the balance has been paid in full.

We retain title to the items delivered until the client has fully and properly met all obligations mentioned above. The client is obliged to isolate our items recognizably from its business operations in so far as possible.

As long as we retain title as mentioned above, the client is not entitled to have the items delivered by us at its disposal and/or to alienate and/or encumber and/or adapt and/or process these items. The client is however entitled to use the items within its normal business operations or to sell them, provided that we will assume the rights of the client towards its customers until the client has fully paid the items and has met all its other obligations pursuant to similar agreements with us. The client will in such a case transfer these rights to us in so far as necessary, which transfer we will accept. The client is, however, not allowed to alienate the items in the context of its normal business operations if a third party has applied for a suspension of payments order or if the client has been declared insolvent.

If the client does adapt and process the items delivered by us in such way that these form a new item, as referred to in Section 5:16 of the Dutch Civil Code, the client will be deemed to have made these adaptations on our instructions, so that it is deemed to hold the items for us after the adaptation has been made. As soon as the client has met all obligations as mentioned in the first paragraph of this clause, it will become the owner of the item created by it, or of our part in the item created by it to which others are also entitled.

With regards to the applicability of statutory provisions on accession (Section 5:14 of the Dutch Civil Code) and confusion (Section 5:15 of the Dutch Civil Code), the client hereby

undertakes to in such a case designate the items delivered by us as principals within the meaning of the law (Section 3:4 of the Dutch Civil Code) with regards to items delivered by us to which accession may apply and items delivered by us to which confusion may apply. By doing so, a new item resulting from accession or confusion becomes our property in its entirety until the client has met its obligations as referred to in the first full sentence of this paragraph of this clause.

**b.** The client is obliged to show us the items referred to immediately on our request and to hand these over to us or to a third party appointed by us, including our staff, forthwith if so requested in case of a failure to pay, and in case of termination as referred to in clause 13. The client is also deemed to have hereby given us irrevocable power of attorney allowing us or a third party appointed by us in such a case to enter all its premises and properties in order to inspect the condition of the items and when necessary to attach the items in conformity with the stipulations in the previous sentence.

**c.** Provided that the items are in a good condition and/or can be used by us in any way, the client will be credited for the items taken back pursuant to this clause, for the amount of the market value on the day these were taken back, to be determined in accordance with business practice in our sector, without prejudice to our right to settle this crediting with all financial obligations of the client towards us, and with due regard for the provisions in clause 15 et seq. on the allocation of payments.

**d.** The client is obliged to insure the items mentioned under a above against the risks of fire, theft, storm and water damage, in such way that the insurance policy also covers damage to items belonging to third parties, these third parties either being interested parties upon conclusion of the insurance policy or becoming interested parties during the life of the policy. The client is expressly not allowed to give in pledge or to use as any kind of security to third parties its claims against the insurer under the insurance referred to in the previous sentence, in so far as these claims are related to items within the meaning of subsection a. Payments for loss or damages of the items referred to will replace these items.

#### PAYMENT

**15. a.** In so far as no other terms of payment have been expressly agreed upon in writing, such as cash payment upon delivery or advance payment, the client will pay the full amounts stated in the invoice or invoices within 30 days of the invoice date, without deduction of discounts, bank charges or compensations on any other basis or of any other kind.

**b.** The client is expressly not entitled to set off outstanding invoices against any claim against us, neither is it entitled to attachments to our disadvantage in respect of counterclaims against us.

**c.** If the client fails to pay within the term mentioned under a, he will by operation of law be considered to be in default from the date the payment term was exceeded, and we will have the right to charge the client with an interest rate of 1.5% per month from the due date, without any demand or further notice of default being required, until the date on which payment is made in full,

counting each part of a month as a complete month, all this without prejudice to our other rights.

**d.** Payments made by the client will be processed in conformity with Section 44 of Book 6 of the Dutch Civil Code, so that payments will first be applied to costs, including costs within the meaning of clause 16, then to interests due as defined under paragraph c of this stipulation, and finally to the principal sum and the accrued interest.

#### **COSTS**

**16.** Apart from the obligations arising from these general conditions and the agreement/agreements entered into, the client is also obliged to pay all extrajudicial and judicial costs incurred by us or to be incurred by us in order to claim performance or termination of the agreement or to claim damages against the client pursuant to the agreement, at law and otherwise, or to defend ourselves when challenged by the client, unless in the latter case it appears from a final and binding decision that we have wrongfully set up our defence.

**17.** Extrajudicial costs are at all times payable by the client in case we have sought the help of a third party or third parties for legal assistance, also in collecting amounts payable to us. Without prejudice to any further rights and liabilities, the extrajudicial costs will at least amount to 15% of the principal sum to be paid, or of the sum claimed by us from the client, or claimed by the client on us, with a minimum of EUR 50.

#### **RIGHT OF RETENTION**

**18.** Items handed over to us for adaptation, repair or inspection are held by us at the risk of the client. These items will not be insured by us against any risk.

We are entitled to suspend the obligation to hand over items held by us pursuant to the legal relationship involved, including items referred to in the previous sentence, or items accruing to us pursuant to regular agreements, until the client has met its obligation to compensate damage suffered by us and payment of all amounts due, including interests and costs.

#### **GUARANTEE**

**19. a.** We guarantee the quality of all items delivered or resold by us and a proper condition - with respect to the customs of our sector - of materials used by us for a period of six months after delivery, unless expressly agreed upon otherwise or stated otherwise in our brochures. If items are handed over to us for adaptation, repair, et cetera, we offer guarantees only for the satisfactory execution of adaptations or repairs we are asked to carry out by the client.

**b.** If the items or materials appear to be faulty or of insufficient quality within the period mentioned under a and the client has submitted a complaint within the terms mentioned under clause 20, we are only obliged to replace these materials and/or items by other similar items or materials against reimbursement of the items and/or materials to be replaced, or - at our discretion - against repayment of the invoiced amount for the items and materials to be replaced and return of these items and materials, subject to the condition that the client can rely on this right only if the items complained about are at our disposal and are handed to us immediately on request. Without prejudice to any of the provisions in these conditions on liability, we are never obliged to

remedy or compensate any kind of direct or indirect damage caused by any item or material replaced by us.

**c.** Items and materials may only be returned after our prior written consent, in a manner defined by us and, in so far as possible, in the original packaging.

**d.** If separate guarantees are issued for the items and/or materials delivered on the basis of an agreement made with us, either by a third party such as the manufacturer or the importer, or by us, which is specified further in writing, only the stipulations and conditions of these guarantees will apply, contrary to the provisions under a. and b. above, without prejudice to the further applicability of these conditions.

**e.** The client is entitled to guarantees pursuant to either these conditions or to the guarantees submitted separately by us or by a third party, if and when the client has met all payment obligations towards us.

**f.** For parts not manufactured by us, no further reaching guarantees will be provided by us than the guarantees provided by our suppliers. We will further notify the client on these guarantees upon request.

#### **COMPLAINTS**

**20. a.** As a further elaboration of the stipulations in clause 19 above, complaints can only be enforced if these are announced to us within 10 workings days from the receipt of the items in a registered letter or recorded delivery.

Complaints not relating to the condition of the items, but relating to the shape/shapes, quantities, measurements and weights, must be made by the client within 48 hours from delivery of the items, by recorded delivery, by fax or by any other means of communication, followed by an identical registered letter or recorded delivery.

Each complaint as referred to in this provision must contain a clear description of the grievance or contentions. Complaints made in any other way or submitted to our intermediary or other third parties are of no value whatsoever and will not be taken into consideration.

Unless special requirements have been made with respect to the items when the order was placed and these have been confirmed by us expressly, the quality of the items delivered is in conformity with common practice in business or in our sector.

The client is obliged to inspect the items immediately upon delivery on the basis of the order confirmation submitted by us. Complaints must therefore be based on deviations of the items delivered from this order confirmation. Usual tolerances, customary to the manufacturers commissioned by us for the manufacture, apply to measurements and weights of all items. Tolerances customary in the sector also apply in case of an analysis estimation. If we use terms such as 'approximately', 'by estimation' or similar terms, the limits involved may be 5% more or less, unless sectoral customs are different.

**b.** We must be enabled to investigate the complaint. The client is moreover obliged to render its assistance to any investigation carried out by us or by a representative or third party appointed by us. If the complaint is upheld, the costs of the investigation will be incurred by us. If the complaint is rejected, the costs will be incurred by the client..



**c.** If the client did not submit any complaint within the terms mentioned under a, it is deemed to have accepted the delivery unconditionally. Putting the items into use counts as acceptance.

**d.** In connection with the nature of the items delivered and given our ignorance of the techniques to be used by the client and/or the new items to be created by using also our items, the client will under no circumstances have the right to enforce claims against us if it has adapted or processed the items delivered, or if it has resold the items for adaptation or processing to third parties.

Furthermore, the client will not have the right to enforce any claims against us if it has stored or kept the items delivered incorrectly and/or inadequately.

After having submitted a complaint, the client must at our request give us further information on the manner in which the items delivered and complained about were stored. Also, all claims under any guarantee will lapse if the client uses the items delivered improperly, or allows others to use them improperly, or resells these items while providing a further-reaching guarantee than the guarantee provided by us. The client indemnifies us in that respect against any claims by third parties.

**e.** Without prejudice to the provisions under d of this clause and with due observance of the provisions under h of this clause, the client has the right to submit complaints relating to hidden defects within 10 working days of their discovery.

**f.** Complaints do not give the client the right to suspend payment of the invoice for the delivery of the items complained of, or of payment of any other invoice.

**g.** Items delivered and accepted by the client in conformity with this stipulation will under no circumstances be taken back, unless there is question of a situation within the meaning of clause 19 b.

**h.** All claims under this clause will lapse after 6 months from the date of the invoice for the delivery of the items which the client wishes to submit a complaint about.

## FORCE MAJEURE

**21. a.** Interruptions in our operations caused by force majeure (in the context of the agreements between the parties to which these terms apply in any case including the following circumstances: war, mobilisation, disturbances, floods, blockings of shipping routes and other traffic congestions, stagnation in or reduction or discontinuation of the supplies by utility companies, lack of power generation means, fire, accidents, strikes, lockouts, actions by trade unions which cause delivery and/or manufacturing to be impossible or unreasonably onerous, government measures, non-delivery or untimely delivery of necessary materials, products and/or semi-finished products to us by third parties, the loss of items intended for delivery to the client, and other unforeseen circumstances, also in the country of origin of the items, which have a disruptive effect on the normal business operation in our company and which delay the execution of an order/orders or make this/these reasonably impossible) will result in suspension of our obligations for the duration of such force majeure, such without giving the client the right to claim compensation of damages, costs and interests. We will notify the client immediately in the event of a force of majeure as defined in the previous sentence.

**b.** If it must be concluded that the situation of force majeure is permanent, both we and the client have the right to terminate the

contract in full or in part by a statement to that end. A situation of force majeure will in any case be considered permanent if it continues for more than four months. Neither we nor the client can in such case claim compensation.

**c.** If we have already partially met our obligations upon occurrence of the situation of force majeure, or will be able to meet our obligations only in part, we will be entitled to invoice the part already delivered or to be delivered separately, and the client is obliged to pay the invoice as if a separate agreement applied.

## LIABILITY

**22. a.** Our liability to the client is limited to the performance of the obligations included in clauses 19 and 20.

**b.** Except in the case of willful misconduct or gross negligence, and except for statutory liability pursuant to mandatory statutory provisions, we are under no circumstances liable for any damage suffered by the client. Liability for indirect damage, consequential loss, immaterial damage, trading loss or environmental damage, or damage resulting from liabilities against third parties, is expressly excluded.

**c.** We are under no circumstances obliged to compensate costs, damages and interests to the client, not being a consumer, which are the result of personal accidents. We are under no circumstances obliged to compensate costs, damages and interests to the client consisting of damage to tangible moveable property and immovable property, loss of value added to items delivered which is the result of the items having become unusable fully or partially, caused either directly or indirectly by the client or third parties, unless the client proves that the damage is caused by the willful misconduct or gross negligence on our part, expressly excluding our staff.

**d.** We are under no circumstances liable against the client for any damage suffered by the client as a result of claims by third parties, including members of its own staff, with respect to damage of any kind caused either by items in which the items delivered by us to the client have in any way been used, or by the items delivered by us to the client. Claims by third parties as referred to in the above are deemed to include claims based on statutory provisions on product liability.

**e.** Damage caused or caused partially by an item held by the client in which an item of ours has been used is deemed to have been caused by a defect which can fully or in part be imputed to the client and must therefore be borne by it, unless the client can prove that the damage is exclusively the result of a defect in our item, which defect has not or could not have been discovered by the client, its staff or servants or agents engaged by it, during a normal and adequate inspection prior to or during the manufacture.

**f.** If it appears that the client and we are jointly liable for the damage caused, we will be obliged to compensate the damage to the client in proportion to the extent to which our item forms part of the defective item, with due observance of the provisions under n of this clause.

**g.** The client is obliged to engage only qualified staff in using, adapting or processing the items to be delivered by us to the client, which staff is for the purpose of use, adaptation and

processing fully informed of the nature and characteristics of the items to be delivered by us, as well as of the risks involved in the use, the adaptation and/or processing. The use, adaptation and/or processing will take place under qualified supervision.

Furthermore, the client is obliged to handle the items to be delivered by us as an expert, to use them correctly and never improperly, or for any other purpose than it was intended for according

to objective criteria. In case of onward supply to third parties, the client is expressly obliged to bring the information supplied by us to the attention.

Upon request we are willing to give the client targeted advice on a specific kind of use and/or processing, provided that the client informs us in detail and fully on the intended application. Implementation of advice will at all times be under the responsibility of the client.

Any damage which is the direct or indirect result of advice as referred to in the previous sentences

is subject to all provisions in this clause, in such manner that each time reference is made to 'product liability' in the context of damage which is the direct or indirect result of advice given by us, this is to be read as 'product liability and/or liability for the provision of services'.

**h.** The client will indemnify us against all damage suffered by us as a result of claims for compensation by third parties, including staff of the client, which are related to damage caused by items in which items of ours have been used or by our items, including claims for compensation based on statutory provisions on product liability, or which are related to breach of a patent and/or other intellectual property right by us which is the result of the use of information, sketches or instructions on methods of operation supplied by the client, et cetera.

**i.** In so far as third parties as referred to in the previous paragraph, which have obtained defective items through or on behalf of the client, will call us to account, the client will compensate us fully for all costs of legal and other assistance incurred by us with respect to these claims for compensation, such as mounting a defence, negotiating, et cetera.

These costs are deemed to amount to at least 15% of the amount of the claim, without prejudice to our right to claim the actual and reasonable costs of legal assistance incurred by us from the client.

**j.** In case a third party directly claims product liability against us pursuant to statutory regulations, the client is obliged to provide the design for the item of which our items form part to us immediately on request.

**k.** In any case, the client undertakes to provide clear instructions for use for each item in which our items are used or of which they form part, containing a warning on the expected risks of both normal and improper use of the item and/or its packaging. We will receive such instructions for use for inspection immediately on request.

**l.** In so far as we have manufactured items in conformity with instructions of the client, the client expressly indemnifies us against each claim resulting from a defect in the item in which our item has been used or of which it forms part, or from the item itself, expressly including claims for compensation pursuant to statutory provisions on product liability.

**m.** Without prejudice to the above, if the item manufactured by us

is an end product, the client will indemnify us against all claims by third parties, including its own staff, for compensation of damage caused by these items after the original instructions for use of and/or packaging materials for such item, as provided by us or on our behalf, have been removed or altered in any way by the client, others on its behalf or by a third party (not a consumer or an end user), for any reason whatsoever.

**n.** If and in so far as we could be held liable, for any reason whatsoever, such liability is limited to the amount of the net invoiced amount of the items at issue. For the purpose of this clause, a chain of connected harmful events is regarded as one event/incident..

**o.** In all cases where the client is obliged to indemnify us under this provision, it is also obliged to immediately comply with our request to indemnify us in legal proceedings.

#### LAPSE

**23.** For all agreements governed by these conditions, the right to claim damages lapses 1 year after the invoice date.

#### GOVERNING LAW AND DISPUTES

**24.a** All agreements and quotations governed by these conditions are exclusively governed by Dutch law. The Convention on International Sale of Goods, as having entered into force for the Netherlands on 1 January 1992, is expressly excluded.

**b.** All disputes related to or arising from agreements made with us, or from quotations issued by us will exclusively be brought before the competent Dutch court in the judicial district of our place of business, this without prejudice to our right to optionally bring the dispute before a different court. The provisions above do not prejudice our rights to solve disputes by means of arbitration proceedings before the International Chamber of Commerce, in accordance with the Arbitration Rules of the International Chamber of Commerce, by one arbiter. The place of the arbitration proceedings is Breda, the Netherlands. The arbitration proceedings shall be conducted in the Dutch or English language.