

GENERAL TERMS AND CONDITIONS CISPER ELECTRONICS B.V.

1. General

- 1.1 In these terms and conditions, the following terminology is used:
 - Supplier: Cisper Electronics B.V.
 - Other party: Any (legal) person who wishes to enter into or has entered into an agreement with the supplier.
- 1.2. All the offers done by the supplier, signed agreements and the implementation of these agreements are subject to the underlying General Terms and Conditions. Any deviations should be expressly established in writing and signed by both parties.
- 1.3. The applicability of any Terms and Conditions used by the other party is expressly ruled out.
- 1.4. As soon as the order has been confirmed by Supplier, the other party is deemed to agree to the exclusive application of these General Terms and Conditions. The same applies to any additional orders, which have been communicated orally in person, by phone, by fax, by telex or any other manner, to the supplier, implying that (additional) written confirmation by the supplier is not required.
- 1.5. Cisper is entitled to amend these general terms and conditions. The changes take effect from the time of written or electronic notification or on such a date as stated in the notification.

2. Quotations

- 2.1. Each quotation remains valid in its unaltered form for the time period given in the quotation, or for the duration of 30 days if no length of time is indicated.
- 2.2. Due care has been exercised in compiling all price lists, brochures and other information submitted with the quotation. Any quotations are only binding for the supplier if they have been expressly confirmed in writing. The supplier is not required to submit contact details unless otherwise agreed in writing.
- 2.3. All brochures/price lists submitted with the quotation and any additional (technical) details in the form of drawings, designs, models, samples, etc., and any other documentation remain the express intellectual ownership of the supplier. The other party is prohibited from copying and/or sharing any of the information received with third parties and/or authorizing third parties to use and/or sell the information. The information is only meant for proprietary use with regard to the order placed. On first request from the supplier and if the other party does not sign the agreement within the indicated time period or cancels the agreement, all information should be immediately returned.
- 2.4. Submission of quotations without a specified time period and/or additional documentation do not bind the supplier to act on and/or accept the order. The supplier retains the right to refuse any orders without stating their grounds, or to decide to only supply cash on delivery.
- 2.5. The rates given in the quotation are only valid for the specified quantities.

3. Agreement

- 3.1. An agreement comes into effect if and when the supplier has either expressly accepted or confirmed the order. In the case of a binding time period for the quotation, the agreement will be valid if and when the quotation is accepted by the other party. The order confirmation or the binding quotation is required to correctly and completely reflect the agreement.
- 3.2. Any additions and/or alternations, including any (oral) promises made by the supplier and/or its staff, representative(s), agent(s) or any other intermediaries are only binding if the supplier confirms these in writing and they are signed by an authorized person.
- 3.3. For transactions which, in terms of their nature and size, do not require a quotation or order confirmation, the invoice is seen as order confirmation, which again is required to correctly and completely reflect the agreement.
- 3.4. Each agreement is entered into under the suspended condition that the other party proves to dispose of sufficient credit to financially comply with the agreement.
- 3.5. The supplier retains the right, on or after entering into the agreement, before doing any (more) work, to request assurances from the other party that financial and other obligations will be met.
- 3.6. For a proper implementation of the agreement, the supplier retains the right to call in third parties, the costs of which will be passed on in accordance with the rates quoted. The supplier will consult with the other party about this option if possible.

4. Pricing

- 4.1. Unless there is a binding deadline for the quotation, any quotation is done free of obligation.
- 4.2. Unless otherwise stated, all prices are:
 - Based on the purchasing rates, wages, labour costs, social and government taxes, freight charges, Insurance premiums and other costs applicable on the date the quotation was made or the order was submitted;
 - Based on delivery to the address of the other party or any other address indicated by the other party;
 - Excluding VAT and other taxes, fees and duties;
 - Excluding fees for transport and insurance;
 - Given in Euros, on condition of deviations in the exchange rate, which can be passed on if the official currency parity on the date of delivery deviates from the currency parity on the date the offer was made.
- 4.3. If one or more factors in the cost price are increased, the supplier retains the right to increase the order price accordingly, taking into account any legal requirements which apply, with due regard for the fact that any known future price increases should be stated in the order confirmation.

5. Delivery and delivery time

- 5.1. Unless otherwise agreed, delivery within the Netherland will be free domicile/destination of the other party or any other delivery address as specified by the other party. The delivery time is understood to be the moment the goods are being unloaded (the actual transfer); any risks regarding the goods are then also transferred to the other party.
- 5.2. Unless otherwise agreed, delivery outside the Netherlands will take place at costs of other party. The delivery time is understood to be the moment the goods are being unloaded (the actual transfer); any risks regarding the goods are then also transferred to the other party.
- 5.3. The other party should notify the supplier in writing within 24 hours of delivery of any defects and/or damage to the delivery; if failing to do so, the supplier retains the right not to consider any claims regarding delivery.
- 5.4. The supplier retains the right to deliver the goods in parts, which can then also be invoiced separately; the other party is then required to pay for the goods delivered in accordance with the stipulations in Article 15 of these Terms and Conditions.
- 5.5. The delivery times are always given and confirmed on approximation unless otherwise agreed in writing.
- 5.6. The supplier is required to observe the delivery times as much as possible, but cannot be held responsible when delivery is later than planned. The supplier cannot be held to payment of damages of any kind in the case of late deliveries. Late delivery does not give the other party the right to cancel the order or refuse to accept the goods. In the case of an excessive lateness, both parties will consult on what to do.
- 5.7. If the goods are not picked up within the option time or if the agreed option time is not observed by the other party, the supplier retains the right to invoice the goods concerned while they will be stored at the expense and risk of the other party.

6. Transport/risks

- 6.1. The mode of transport, shipping, packaging etc. will, if no further instructions are given to the supplier by the other party, be determined by the supplier following trade practices. Any specific wishes regarding packaging and/or transport passed on by the other party will only be executed if the other party is willing to carry the ensuing extra costs.
- 6.2. All goods are dispatched on the basis that the supplier is liable for any risks. The liability of the supplier is restricted to the coverage/compensation received from the relevant transport insurers. The supplier retains the right to charge an insurance fee.
- 6.3. If the value of the goods delivered does not surpass a specific natural value determined by the supplier, the supplier retains the right to charge an administration/packaging/handling/shipping fee.

7. Packaging

- 7.1. Only sustainable packaging, provided that it is usable, will be taken back by the supplier at cost price. These types of packaging are stated separately on the delivery documents/invoice on a cost price basis.

- 7.2. If the sustainable packaging returned is clearly no longer in as good a state as it was when the other party received the goods, the supplier retains the right to charge a fee. The other party does not have the right to unilaterally deduct the value of the packaging from the money owed to the supplier.

8. Force majeure

- 8.1. Force majeure is understood to mean: Each circumstance which is unforeseen and/or cannot be influenced by either party, under which the other party cannot reasonably demand the supplier to observe the agreement. Examples of force majeure are:
- Strike action
 - Extreme absenteeism/absence through illness of staff
 - Transport difficulties
 - Insufficient supply of raw materials/parts
 - Fire
 - Government measures, such as import and export bans or quota restrictions
 - Interruption of production at the supply company/companies, failure to perform at the supply company/companies which make it impossible for the supplier to carry out its obligations towards the other party.
- 8.2. If the supplier considers the force majeure to be only temporary, the supplier retains the right to postpone the implementation of the agreement for such a time as necessary until the circumstance causing the force majeure has passed.
- 8.3. If the supplier deems the force majeure to be permanent, the parties can decide to make an arrangement to cancel the agreement and settle any related issues.
- 8.4. The supplier retains the right to demand payment for any work carried out with regard to the agreement under discussion before the circumstance causing the force majeure occurred.

9. Guarantee

- 9.1. Taking into account the other stipulations in these Terms and Conditions, the supplier guarantees the quality of the materials used and their promised characteristics plus the corresponding proper functionality. This guarantee applies to new products for a duration of twelve months after delivery, unless otherwise agreed. The supplier can only give a guarantee for goods purchased from elsewhere if and in as far as the original supplier/manufacturer guarantees/d these products.
- 9.2. Defective goods covered by the guarantee will, on evaluation by the supplier, either be repaired or replaced by a new product, if according to the supplier/manufacturer the defects are caused by construction faults, faults in the materials used or the production, which makes the products unusable for the other party.
- 9.3. Goods that are covered by the guarantee, should be sent back to the supplier post-free. If it turns out the products sent back for repair under the guarantee do not show any defects, all costs will be charged to the other party, even if the guarantee applies.
- 9.4. All guarantee requests expire if the other party alters the delivered products or has them altered, or if the products are not used in accordance with the enclosed (factory) manual or guide and/or if they are being otherwise improperly used/treated and/or used for other purposes than the original given purpose.
- 9.5. Non-compliance by the other party of one of its obligations discharges the supplier of its guarantee obligations. Compliance with the guarantee obligation is the sole and complete compensation which will be given by the supplier.

10. Retention right

- 10.1. The supplier retains the right to withhold products, belonging to or which were sent to the supplier on behalf of the other party, independent of the reason, for as long as the other party does not comply with his obligations towards the supplier.
- 10.2. The supplier is required to store and safeguard these products according to trade practice, with the other party not having any right to compensation if the product(s) perish(es), is/are lost and/or damaged through no fault of the supplier. The risks with regard to the products remain with the other party.

11. Liability

- 11.1. Subject to stipulations under imperative law with regard to (product) liability, with consideration to legal rule of public order and bona fides, the supplier is not held to compensate any damages of whatever kind, direct or indirect, such as loss of profits, damage to movable or immovable properties or persons, both with the other party or a third party. With consideration of other stipulations in this article, the supplier cannot be held responsible for damage caused by:
 - Improper use of the product(s) supplied or use for a different purposes than the product is objectively suitable for;
 - Careless behaviour of the other party, its staff or any other persons brought in or employed by the other party;
 - Breach of patents, licences and/or other intellectual ownership rights of third parties as a consequence of the use of any data, such as drawings, models, designs etc., submitted by or used by or on behalf of the other party.
- 11.2. With regard to consultancy services, the supplier can only be held responsible for normally avoidable and/or foreseeable defects, but with a maximum amount equal to the consultancy fee agreed.
- 11.3. The liability of the supplier is also judged based on any product or loss of profit insurance the supplier has taken out. Subject to the coverage, the liability is at all times restricted to the net invoice amount of the goods supplied.
- 11.4. Compliance with the applicable guarantee/claim obligation and/or payment of the damage determined by the supplier or its insurer(s) is seen as the sole and complete compensation of damages. In any other cases, the other party fully and expressly indemnifies the supplier.
- 11.5. If the supplier has to purchase the products elsewhere, any (contractual) stipulations applicable to the transaction will also apply on behalf of the other party, if and in as far as the supplier appeals to these stipulations.

12. Claims

- 12.1. Any claims will only be processed if these are received in writing by the supplier within 8 days after delivery. In the case of hidden faults, claims should be submitted within the guarantee period. Claims have to be submitted with a detailed indication of the type and reason of the complaint.
- 12.2. Claims about invoices should also be submitted in writing, within 8 days of the invoice date.
- 12.3. After this period has expired, the other party is deemed to have accepted and approved the goods delivered or the invoice received. In that case, any claims will no longer be processed by the supplier.
- 12.4. If the claim is considered admissible, the supplier is only obliged to replace/repair the faulty goods, and the other party is prohibited from submitting any type of claims for compensation.
- 12.5. Submitting a claim does not discharge the other party from its payment obligations towards the supplier.
- 12.6. Returning goods delivered, for whatever reason, is only possible after receiving express permission and dispatch instructions from the supplier.

13. Intellectual ownership rights

- 13.1. Any technical details, wiring and/or functionality diagrams, user manuals, drawings and other essential documentation are only provided to the other party for proprietary (internal) use and the other party is prohibited from passing these on or sell these to any third parties.
- 13.2. The supplier cannot be held responsible for breach of intellectual ownership rights as a result of alteration of goods sold or supplied by the supplier or application of the goods in any other manner than prescribed by the supplier or integration of the goods in or with any other product not supplied by the supplier.
- 13.3. The supplier cannot be held responsible for breach of intellectual ownership rights by use of the sold products in any way.

14. Reservation of title

- 14.1. All goods supplied by the supplier remain the ownership of the supplier, up until the moment of complete payment of all moneys owed by or on behalf of the other party to the supplier, including any future claims on the other party with the inclusion of interest and fees (and in the case where products are supplied on current account until the moment any outstanding balance is fully paid by the other party).

- 14.2. If the goods supplied are processed, treated or otherwise combined by the other party, the supplier will obtain part- ownership of the newly created goods and/or the products created with the (original) goods supplied or the main product, in the value of the (original) goods supplied.
- 14.3. The other party is required to keep the goods supplied separate from other items until they are being used for as long as ownership has not yet been transferred.
- 14.4. In the case of non-payment of moneys owed, suspension of payment, application for a moratorium, bankruptcy, receivership, death or liquidation of the other party's business activities, the supplier retains the right to cancel the order or the part that still has to be fulfilled without proof of default and without legal intervention, and to reclaim any goods supplied which have not (fully) been paid for, while settling any money paid, without prejudice to the right to demand compensation for any loss or damages. In these cases, each claim by the supplier on the other party will immediately become due.
- 14.5. The other party will grant the supplier a complete mandate to immediately reclaim goods which have not (yet) been paid for, wherever these may be stored.
- 14.6. The other party is allowed to resell or use the goods within the framework of normal business activities, but they cannot be given as collateral nor can they be used as security for any claims by third parties. In the case that any goods that have not (yet) been paid for are being sold on, the other party is required to reserve all ownership rights and, on first demand by the supplier, to cede all claims, up to the amount due, to the supplier.

15. Payment

- 15.1. Unless otherwise agreed, payment should take place net and in cash on delivery, without any discounts or debt deduction, or by means of money transfer to a bank or giro account indicated by the supplier within 30 days of the invoice date. The supplier retains the right to grant a cash discount or payment discount, which will be communicated in advance. The value date on the supplier's bank/giro statements is definite and will be used as the payment date.
- 15.2. Each payment by the other party will be used to settle any interest owed and collection charges and/or administration costs made by the supplier first, and only then will be used to settle the oldest outstanding claim.
- 15.3. In the case that the other party:
 - Is declared bankrupt, has to relinquish his assets, has requested a suspension of payment or sees part or all of his assets seized;
 - Dies or goes into receivership;
 - Does not comply with any obligations ensuing from the force of law or the underlying Terms and Conditions;
 - Fails to pay the invoice amount or part of the amount within the time period indicated;
 - Takes strike action or transfers his company or an important part thereof, including the inclusion of his company into a new or already existing trading partnership, or alters the objectives of his business;The supplier, by the single occurrence of any of these circumstances, obtains the right to either consider the agreement null and void without any need for legal intervention or to immediate and completely, and without any warning or need for proof of default, claim the moneys due by the other party based on the work carried out by the supplier and/or deliveries made, without prejudice to any claims to compensation of costs, damage and interests.

16. Interest and costs

- 16.1. If payment does not take place within the time period stated in the previous article, the other party is considered to be in default, giving the supplier the right to charge an interest of 1.5% per (part of a) month over the outstanding amount, starting from 30 days after the invoice date.
- 16.2. All legal and extrajudicial costs made are at the expense of the other party. The extrajudicial collection fees will be at least 15% of the amount owed by the other party, including the aforementioned interest.

17. Cancellation requirement

- 17.1. The other party retains the right to annul the agreement in the case that:
 - The supplier after exceeding the delivery time a first time, again exceeds the agreed reasonable delivery time without justifiable reason and the other party has declared in writing, before the renewed delivery time has been indicated, to refuse the product if the delivery time is again exceeded;

- The supplier cannot comply with its obligation to deliver, within a reasonable time period from the moment the supplier communicates this fact to the other party.
Any damage suffered by the other party can never be subject of compensation on annulment of the agreement.

18. Compliance with trade laws

- 18.1. The other party guarantees that it shall ascertain and comply with all applicable obligations and restrictions arising out of or following from any and all relevant sanctions and export controls legislation of the United Nations, the European Union, the United States of America, the United Kingdom, the Netherlands and any other country that is or may be or become relevant in respect of the agreement (together, the "Trade Laws").
- 18.2. The other party guarantees that the products are and will be solely used for its intended purposes and are not and will not be used for, or in connection with, any illicit purposes, including, but not limited to, activities involving torture or repression or other human rights violations, weapons of mass destruction or chemical, biological, radiological and/or nuclear weapons or related activities.
- 18.3. [The other party will maintain adequate internal checks and procedures to monitor for suspicious activity and ensure compliance with the Trade Laws, including but not limited to procedures to ensure that all activities and transactions under the agreement are accurately recorded and reported in its books and records to reflect the activities and transactions to which they pertain, including but not limited to the purpose of each transaction and to whom it was made or from whom it was received.]
- 18.4. The other party guarantees that it will not directly or indirectly sell, deliver or provide the products, or otherwise make the products available, to any legal or natural person, entity, group or (government) organization that is subject to sanctions or restrictions under the Trade Laws.
- 18.5. The other party's failure to comply with any provision of this clause can be ground – subject to the sole discretion of the supplier – for immediate cancellation of the agreement by the supplier without any prior notification. In the event of such cancellation, the supplier shall be under no further obligation resulting from the agreement and the other party shall indemnify the supplier from any direct and indirect damages, claims, penalties or other losses resulting from that breach. The supplier shall be entitled to any other remedies available at law or in equity.
- 18.6. The other party will ensure that all obligations under this clause be passed on to any third party that the other party contracts or uses in its performance of the agreement, or that takes over any obligation, or part thereof.

19. Applicable law/disputes

- 19.1 All quotations, agreements and the execution of these by or on behalf of the supplier are subject to Dutch law, with the exception of the Act of 15 December 1971 with regard to the implementation of the Treaty signed on 1 July 1964 in The Hague concerning the Singular Law in respect of the International purchasing of movable physical objects, Trb 1964 nr. 117 and 1968 nr. 13 (Stbl. 1971 nr. 780 and 781).
- 19.2 All disputes, including those which are only considered as such by one of the parties, ensuing from or related to the agreement these Terms and Conditions apply to or concerning the conditions themselves and their explanation and implementation, both factually and legally, can only be settled by an authorized civil judge active in the domicile of the supplier, all within the boundaries of the law.
- 19.3 The stipulations in clause 2 do not impede on the right of the supplier to submit the dispute to the authorized civil judge, according to the normal competency regulations, or to have the dispute settled by means of arbitration or a binding advice.