

Article 1: Applicability

- 1.1. These terms and conditions shall apply to all offers made by ZAMKO B.V., hereinafter referred to as ZAMKO (established Luchthavenweg 81, 5657EA Eindhoven NL, Chamber of Commerce no. 823 807 59, VAT no. NL 86 24 44 408 B01), to all contracts it concludes and to all contracts which may result therefrom, all this insofar as ZAMKO is either a supplier or a provider and subject to amendments to these terms and conditions which must be explicitly confirmed in writing by both parties.
- 1.2. The present terms and conditions shall also apply to contracts with ZAMKO, the execution of which requires the involvement of third parties by ZAMKO.
- 1.3. ZAMKO shall be referred to further as the supplier. The other party shall be referred to as buyer.
- 1.4. The applicability of any purchasing or other conditions of the buyer is expressly rejected.
- 1.5. In case of conflict between the contents of the agreement concluded between the buyer and supplier and these terms and conditions, the provisions of the agreement shall prevail.
- 1.6. If one or more of the provisions in these general terms and conditions are, at any time, wholly or partially void or voidable, the other provisions of these terms and conditions shall remain fully applicable.
- 1.7. If the Buyer does not always require strict compliance with these terms and conditions, this does not mean that the provisions thereof do not apply. ZAMKO shall never lose its right to require strict compliance with the provisions of these terms and conditions in other cases.

Article 2: Offers

- 2.1. All offers are non-binding unless expressly stated otherwise.
- 2.2. The mere submission of a quotation, budget, pre-calculation or similar communication, whether or not designated as an offer, does not oblige the supplier to enter into an agreement with the buyer.
- 2.3. If the buyer provides the supplier with data, drawings and the like, the supplier may assume their accuracy and completeness when basing its offer on them.
- 2.4. A composite quotation does not oblige the supplier to perform part of the order at a corresponding part of the quoted price. Offers or quotations do not automatically apply to future orders.
- 2.5. The prices mentioned in the offer are always based on delivery ex factory or warehouse supplier. Prices do not include sales tax and transport packaging.

Article 3: Intellectual property rights

- 3.1. Unless otherwise agreed in writing, the supplier shall retain the copyrights and all industrial property rights to the offers made, designs, illustrations, drawings, (trial) models and the like provided by it.

- 3.2. The rights to the data mentioned in paragraph 1 of this article shall remain the property of the supplier regardless of whether the buyer has been charged for their production. These data may not be copied, used or shown to third parties without the prior express written consent of the supplier.

Article 4: Advice and information provided

- 4.1. The buyer cannot derive any rights from advice and information received from the supplier.
- 4.2. The buyer indemnifies the supplier against any third-party claim relating to the use of advice, drawings, calculations, designs, materials, samples, models and the like provided by or on behalf of the buyer.

Article 5: Delivery time

- 5.1. The delivery time is always approximated by supplier.
- 5.2. When determining the delivery time, the supplier assumes that it can execute the order under the circumstances known to it at that time.
- 5.3. The delivery period only starts when all commercial and technical details have been agreed upon, all necessary data, final and approved drawings and the like are in the supplier's possession, the agreed (instalment) payment has been received and the necessary conditions for the execution of the order have been fulfilled.
- 5.4. Exceeding the delivery time and/or execution period shall under no circumstances give right to compensation or dissolution.

Article 6: Delivery

- 6.1. The Buyer is obliged to take delivery of the goods that are the subject of the contract at the agreed place after the expiry of the delivery time and/or execution period.
- 6.2. The buyer is obliged to take delivery of the purchased goods at the time they are delivered to him or at the time they are made available to him according to the agreement.
- 6.3. If the Buyer refuses to take delivery or fails to provide information or instructions necessary for delivery, the goods will be stored at the Buyer's risk. In that case, the Buyer shall owe all additional costs, including in any case storage costs.

Article 7: Partial deliveries

The Supplier is permitted to deliver sold goods in parts. This does not apply if a partial delivery has no independent value. If the goods are delivered in parts, the Supplier is entitled to invoice each part separately.

Article 8: Transfer of risk

- 8.1. The risk of the item passes at the time the supplier makes it available to the buyer.

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8.2 Notwithstanding the provisions of paragraph 1 of this article, the buyer and supplier may agree that the supplier will take care of transport. The risk of storage, loading, transport and unloading shall in that case rest with the purchaser. The buyer may insure himself against these risks.

Article 9: Force majeure

- 9.1 The supplier shall be entitled to suspend the fulfilment of its obligations if it is temporarily prevented from fulfilling its contractual obligations towards the buyer due to force majeure.
- 9.2 Force majeure shall include the circumstance that suppliers, subcontractors of the supplier or carriers engaged by the supplier fail to meet their obligations or fail to do so on time, the weather, earthquakes, fire, power failure, loss, theft or loss of tools or materials, road blocks, strikes or work stoppages and import or trade restrictions.
- 9.3 The supplier is no longer authorised to suspend if the temporary impossibility of performance has lasted for more than six months. The buyer and supplier may terminate the agreement with immediate effect after this period has expired, but only for that part of the obligations that have not yet been fulfilled.
- 9.4 The parties shall not be entitled to compensation for damage suffered or to be suffered as a result of the suspension or termination within the meaning of this article.

Article 10: Liability

- 10.1 In the event of an attributable failure, the supplier is still obliged to fulfil its contractual obligations.
- 10.2 The supplier's obligation to pay damages on any legal basis whatsoever shall be limited to those damages against which the supplier is insured under an insurance policy taken out by or on behalf of the supplier, but shall never exceed the amount paid out by this insurance policy in the case in question.
- 10.3 If, for whatever reason, the Supplier cannot invoke the limitation of paragraph 2 of this article, the obligation to pay damages shall be limited to a maximum of 15% of the total order sum (excluding VAT). If the agreement consists of parts or partial deliveries, the obligation to pay damages shall be limited to a maximum of 15% (excluding VAT) of the order price of that part or partial delivery with a maximum of Euro 5,000 (in words: five thousand euro).
- 10.4 Consequential damage is not eligible for compensation. Consequential damage includes stagnation damage, production loss, loss of profit, transport costs and travel and accommodation expenses. If possible, the Buyer may insure itself against such damage;
- 10.5 The supplier is not liable for damage to material supplied by or on behalf of the buyer as a result of improper processing.
- 10.6 The buyer indemnifies the supplier against all third-party claims due to product liability as a result of a defect in a

product supplied by the buyer to a third party that (partly) consisted of products and/or materials supplied by the supplier. The buyer shall be obliged to compensate all damage suffered by the supplier in this connection, including the (full) costs of defence.

Article 11: Warranty and other claims

- 11.1 Supplier guarantees the items it delivers for a period of two months after delivery.
- 11.2 The guarantee does not apply if damage results from improper handling. Improper handling is understood to include improper loading and/or overloading of the delivered goods.
- 11.3 Parts or materials to be repaired or replaced by the supplier must be sent to it by the buyer.
- 11.4 For buyer's account:
- all transport or shipping costs;
 - costs for disassembly and assembly;
- 11.5 In all cases, the buyer must give the supplier the opportunity to repair any defect or rework.
- 11.6 The buyer can only claim warranty after it has fulfilled all its obligations to the supplier.
- 11.7 No warranty is given if defects are the result of:
- normal wear and tear;
 - inappropriate use;
 - non or improperly performed maintenance;
 - installation, assembly, modification or repair by the buyer or by third parties;
 - defects in or unsuitability of goods originating from or prescribed by the buyer;
 - deficiencies or unsuitability of materials or tools used by the buyer.
- 11.8 No warranty is given on delivered items that were not new at the time of delivery;
- 11.9 The provisions of paragraphs 2 to 8 of this article shall apply mutatis mutandis to any claims by the buyer based on non-performance, non-conformity or any other basis whatsoever.
- 11.10 Buyer cannot assign rights under this article.

Article 12: Defects. Complaint period

- 12.1 Buyer must examine the purchased goods or have them examined upon delivery - or as soon thereafter as possible. In doing so, Buyer must check whether the delivered goods comply with the agreement, namely:
- whether the right things have been delivered;
 - whether the goods delivered correspond to what was agreed as regards quantity (e.g. the number and quantity);
 - whether the goods delivered meet the agreed quality requirements or -if these are lacking- the requirements that may be set for normal use and/or commercial purposes.
- 12.2 If visible defects or shortages are found, the Buyer must report these to the Supplier in writing within 7 days of delivery.

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12.3 Non-visible defects must be reported in writing to the Supplier by the Buyer within 7 days of discovery, but no later than 3 months after delivery.

12.4 Even if the Buyer complains in time, his obligation to pay and take delivery of orders placed shall remain in force. Goods can only be returned to the Supplier after prior written consent.

Article 13: Payment

13.1 Payment shall be made at the supplier's place of business or to an account designated by the supplier.

13.2 Unless otherwise agreed, payment shall be made before or during delivery.

13.3 The right of the buyer to set off or suspend its claims against the supplier is excluded, unless there is bankruptcy of the supplier or the legal debt restructuring applies to the supplier.

13.4 If payment has not taken place within the agreed payment period, the buyer shall immediately owe interest to the supplier. The interest rate is 12% per annum, but is equal to the statutory interest rate +2%, whichever is higher. When calculating interest, part of a month is considered a full month.

13.5 In the event of liquidation, bankruptcy or suspension of payments of the Buyer, the Buyer's obligations will fall due immediately.

13.6 Payment shall be made without discount or set-off.

13.7 Payments made by the other party always serve firstly to settle all interest and costs due, and secondly to settle payable invoices that have been outstanding the longest, even if the other party states that the payment relates to a later invoice.

Article 14: Security and retention of title

14.1 Regardless of the agreed payment conditions, the buyer shall be obliged to provide such security for payment as the supplier deems sufficient at the supplier's first request. If the buyer fails to do so within the stipulated period, he shall immediately be in default. In that case, the supplier shall be entitled to dissolve the agreement and to recover its losses from the buyer.

14.2 Supplier remains owner of delivered goods as long as buyer fails or will fail to fulfil his obligations under this or other agreements;

14.3 As long as delivered goods are subject to retention of title, the buyer may not encumber or dispose of them outside the scope of his normal business operations.

14.4 After the supplier has invoked its retention of title, it may recover the delivered goods. The buyer shall cooperate fully to this end.

14.5 The Supplier hereby reserves, now for then, the rights of pledge as referred to in Article 3:237. BW as additional security for claims, other than those referred to in paragraph 1 of this article, which the Supplier may have against the Buyer for whatever reason. The authority included in this paragraph also applies with regard to

goods delivered by the Supplier which have been treated or processed by the Buyer, as a result of which the Supplier has lost its retention of title.

Article 15: Termination of the agreement

If the buyer wishes to terminate the agreement without a shortcoming on the part of supplier and supplier agrees to this, the agreement shall be terminated by mutual consent. In all other cases of termination of the agreement, supplier is entitled to compensation for all pecuniary damage such as losses suffered, lost profit and costs incurred.

Article 16: Applicable law and competent court

16.1 Dutch law shall apply.

16.2 The Vienna Sales Convention (C.I.S.G.) does not apply, nor does any other international regulation whose exclusion is permitted.

16.3 Only the Dutch civil court Oost-Brabant in 's-Hertogenbosch has exclusive jurisdiction to take cognisance of disputes, unless this is contrary to mandatory law. Only in that case may Supplier deviate from the rule of jurisdiction and apply the statutory rules of jurisdiction.