

# LION Protects, BV, General Terms and Conditions of Sale and Delivery of Goods ('General Terms')

General Terms and Conditions of Sale and Delivery ('General Terms') of LION Protects, B.V., with place of business in Baarle-Nassau at Industrieweg 5, 5111 ND, the Netherlands (hereinafter: "SELLER").

## 1. Applicability

- 1.1 These general terms and conditions of sale and delivery (hereinafter: 'General Terms') govern the sale, delivery and if applicable, the installation, of goods ("Goods") by SELLER and companies/enterprises affiliated with SELLER (hereinafter all jointly referred to as: 'SELLER') to the BUYER named in the accompanying offer, quotation, bid, tender, proposal or other agreement to which these General Terms are attached.
- 1.2 Notwithstanding anything herein to the contrary, if a written contract signed by both parties is in existence covering the sale of the Goods covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.
- 1.3 If no other written contract between the Buyer and Seller is in existence, the accompanying offer, quotation, bid, tender, or other agreement (the "Sales Confirmation" and these General Terms (collectively, this "Agreement") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral.
- 1.4 Other general terms and conditions, including but not limited to the terms and conditions of any counterparty – including but not limited to buyers or commissioning parties, that SELLER has concluded an agreement with or is in negotiation of concluding any agreement (all hereinafter to be referred to as: 'BUYER') – shall, where not in accordance with these General Terms, be explicitly rejected. Such other general terms and conditions shall only apply if and insofar explicitly confirmed by SELLER in a separate document.
- 1.5 These General Terms also apply, as circumstances so dictate, for the benefit of personnel of SELLER and/or auxiliaries engaged by SELLER who are working and/or useful for the performance of the relevant agreement, as well as for the benefit of third parties through whom SELLER has the contracted agreement performed, whether in whole or in part.

## 2. Offers

- 2.1 Unless the offer stipulates a period for acceptance, all offers are non-obligational. In all offers, prices stated are exclusive of VAT. Up to one week after acceptance of a non-obligational offer, SELLER may withdraw the offer. A non-obligational offer remains valid for a maximum period of 90 days, unless explicitly stated otherwise in the offer.
- 2.2 The agreement is contracted as soon as a full and unconditional acceptance of the offer has been received by SELLER. By accepting the SELLER'S offer, BUYER consents to the applicability of these General Terms and, insofar as necessary, waives any assertion of applicability of BUYER'S own general terms and conditions of purchase (or of whatever kind).
- 2.3 If CUSTOMER'S acceptance contains reservations or changes to the offer, contrary to the provisions of the preceding paragraphs, the agreement is only contracted if and insofar SELLER has explicitly informed the BUYER in writing that it consents to these departures from the offer. In such event only the reservations or changes stipulated by the other party that SELLER expressly confirmed will be applicable, meaning that all other reservations or changes that are not expressly confirmed to be accepted are deemed

to have been rejected. It is understood that the applicability of these General Terms (including all provisions hereto), is a key stipulation of SELLER, and forms an integral part of its offer.

- 2.4 Information and data provided by the BUYER to SELLER for the purposes of the agreement contracted, such as drawings, etc., will be assumed by SELLER to be correct, and SELLER will base its offer on such information and data.
- 2.5 SELLER is not responsible, and bears no liability, for designs developed and supplied by the BUYER and/or information, drawings, etc. supplied by the BUYER as referred to in the preceding paragraph, regardless of whether SELLER has advised the BUYER thereon. This applies accordingly to parts and/or materials that the BUYER makes available or prescribes to SELLER.
- 2.6 In reading the measures, weights, colors and technical data contained in the offers, the other party should allow for minor discrepancies which do not exceed the normal limits. Sizes, weights, colors and technical details in the offer should be read in such a way that the other party must take account of small deviations that do not go beyond the boundaries of what is considered normal.
- 2.7 Prices in offers and contracts are based on the relevant circumstances and data (particularly the salary and materials costs) which were in force or known to Supplier at the time of preparing the offer or concluding the contract. All orders are subject to credit department approval.
- 2.8 Delivery, minimums and surcharges of the goods and services may vary according to the product line; all such variations will be stated in proposals, quotes or bid documents.
- 2.9 Possession of a price list of Supplier does not constitute an offer to sell.
- 2.10 Supplier is entitled to adjust offered or agreed prices according to reasonableness and fairness, if there is a material change in circumstances or data after the issuing of the offer or the conclusion of the contract, but before the performance of the contract.
- 2.11 Price: Buyer shall purchase the Goods from Seller at the prices (the "Prices") set forth in Seller's published price list in force as of the date that Seller accepts Buyer's purchase order, or in accordance with the Prices set forth on the offer, bid, quotation, proposal, tender, or other agreement. If the Prices should be increased by Seller before delivery of the Goods to a carrier for shipment to Buyer, then these Terms shall be construed as if the increased prices were originally inserted herein, and Buyer shall be billed by Seller on the basis of such increased prices.

## 3. Changes

- 3.1 No changes to the agreement between SELLER and the BUYER, and amendments to these General Terms shall be effective unless agreed in writing between the SELLER and the BUYER.
- 3.2 If changes lead to an increase or decrease in the cost, a corresponding change in the purchase price must be agreed in writing between the parties.
- 3.3 If no consensus is reached on the change of the agreed price, then a dispute between the parties within the definition of Article 11 of these General Terms is deemed to be in effect, and this dispute will be governed by that Article 11.

#### 4. Limited Warranty

- 4.1 SELLER warrants that, for a period of twelve (12) months from the date of delivery (warranty period), the Goods shall:
- Conform in all material respects with their description or the Specification, if any is incorporated into the Agreement;
  - be free from any material defects in design, material and workmanship;
  - meet the standard that a reasonable person would regard as satisfactory, taking into account the description of the goods, the price and all other relevant circumstances;
  - be fit for the purposes for which goods of the kind in question are commonly supplied; and
  - be fit for the purpose held out by the Seller.
  - SELLER does not warrant the absence of any nonconformities of the products if and insofar the products were made following the design and/or other instructions or using materials provided by the BUYER.
- 4.2 Conditions of use are outside the control of Supplier. It is the responsibility of Customer to inspect and maintain the Goods to assure it remains fit for its intended purpose. In order to maximize the useful life of these products and maintain the warranty, the Goods are to be used only by appropriately trained personnel following proper firefighting or emergency response techniques, or firefighter training techniques, and in accordance with the products' warning, use, inspection, maintenance, care, storage and retirement instructions. Failure to do so will void the warranty.
- 4.3 If the Agreement involves the processing of material or parts supplied by the Customer, Supplier warrants the Goods incorporating the material to be free from only manufacturing defects for a period of six (6) months after delivery. If the processing or parts do not meet Specifications or requirements, Supplier may, at its sole discretion, either remedy the fault or perform the processing again using material to be delivered by the Customer, or refund a proportionate amount of the agreed contract price.
- 4.4 Subparagraphs 4.5-4.10 of this section apply exclusively to training products:
- 4.5 Supplier warrants the proper functioning of its products and the soundness of the materials and parts used therein for a period of twelve (12) months after delivery or for any other such term as agreed in writing between Supplier and the Customer. No warranty is given for Goods that were not new at the moment of delivery, and/or Goods that are not in use by the Customer itself. Supplier does not warrant that the Goods are suitable for the purpose for which the Customer intends to use them.
- 4.6 Parts for which the wear-and-tear is dependent on the intensity and frequency of use of the Goods delivered are warranted for twelve (12) months or seven hundred and fifty (750) hours of use, whichever comes first. Replacement of any parts damaged as result of excessive usage and operation, defined as greater than eighty-five (85) hours per month or one thousand (1,000) hours per year, or more than ten (10) hours of continuous operation, shall be excluded from this Limited Warranty.
- 4.7 Customer shall notify Supplier as soon as it becomes clear that the Goods are likely to be used more intensively than the limits indicated in Section 4.7 above, and such use shall be agreed in writing by both parties in order for any damage occurring under such conditions to be covered by this Limited Warranty. If the Customer fails to notify Supplier, this Limited Warranty shall be void.
- 4.8 For training products, telephone support is offered within the Limited Warranty period to assist with trouble-shooting faults and to assist the Customer in replacing parts covered under this Limited Warranty. At the conclusion of the warranty

period, telephone support will be offered as part of a separate maintenance contract offered by the Supplier. The Customer understands that telephone support and assistance can only be guaranteed during normal office hours and on normal workdays.

- 4.9 This Limited Warranty shall not apply in the following situations:
- if software and/or systems purchased by the Customer have been installed without the prior consent of Supplier and/or not fully according to any given instructions of Supplier;
  - unauthorized maintenance or modification by third parties or the Customer, or if the Customer has used the goods for purposes for which they were not intended by Supplier;
  - improper or reckless use, improper connections, improper voltage, lightning strike, damage due to moisture penetration or other external causes or calamities; or
  - problems caused by the installation of software installed by the Customer or third parties without the explicit authorization of Supplier.
- 4.10 Supplier will repair or replace, at its option, any Goods subject to this Limited Warranty. Such repair or replacement will be the Customer's sole remedy and Supplier will not be responsible for any incidental, consequential or other damages based upon or arising in any way from breach of the warranties contained herein or the Customer's use of such Goods.
- 4.11 The repairs under warranty will normally be carried out by Supplier at its factory, affiliate, or other designated facility. Only if repair by Supplier or a third party engaged by Supplier is not possible, and Supplier has duly communicated this to the Customer, the Customer shall be entitled to the replacement or repair of the faulty parts (unless otherwise explicitly agreed).
- 4.12 Supplier may decide not to repair the Goods but instead to replace them with brand new or equivalent Goods, or to take back the goods and, if appropriate, refund part of the purchase price and/or offer a comparable alternative.
- 4.13 The Goods replaced under this Limited Warranty will be the property of Supplier. These Limited Warranty obligations apply only to any Good, part or component which is returned to Supplier or a Supplier Authorized Clean and Repair Center with prior authorization and proof of purchase, and which Supplier agrees to be subject to this Limited Warranty.

The following clauses apply only to PPE:

- 4.14 Supplier also warrants that all its firefighter and emergency responder protective clothing, uniforms and equipment meet all applicable EN standards in effect at the time of their manufacture.
- 4.15 The word "Goods" includes the product itself and any parts or labor furnished by Supplier with the sales, delivery or servicing of the product.
- 4.16 "Defects in workmanship and materials" means poorly manufactured seams, stitching or components (e.g., loose or broken seams, zippers or snaps that fall off or do not function properly), and fabrics which have such flaws as holes, uneven spots, weak areas, pilling or other flaws caused by irregularities in their manufacture.
- 4.17 This Limited Warranty excludes the following items after receipt of Goods by Customer:
- Claims made after sixty (60) days from the date of shipment for damage to materials;
  - Damage or color change from exposure of materials to direct or indirect sunlight or fluorescent light;

- iii. Shade variations among textiles used or shade changes to fabrics caused by wear and tear and/or washing;
- iv. Color loss due to abrasion (creases, folds, pleats, edges, collar points, etc.);
- v. Damage caused by improper washing, decontamination, disinfecting or maintenance (for example, use of chlorine or petrochemicals to clean);
- vi. Damage caused by repair work not performed to factory specifications;
- vii. Damage from routine exposure to common hazards which may cause rips, tears, burn damage or abrasion;
- viii. Loss of retroreflectivity of reflective trim due to normal wear and tear and/or heat exposure;
- ix. Detachment of reflective trim due to thread abrasion and/or heat exposure;
- x. Replacement of zippers or closures worn partially sealed and/or damaged by heavy wear and tear;
- xi. Loss of buttons, snaps, or cuff seams.

EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 4, SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (c) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

#### 4.18 Limitation of Liability.

- a. IN NO EVENT SHALL SELLER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- b. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER FOR THE GOODS SOLD HEREUNDER.
- c. The limitation of liability set forth in Section (b) above shall not apply to (i) liability resulting from Seller's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Seller's acts or omissions.

## 5 Delivery and Risk of Loss

- 5.1 Goods will be delivered in a reasonable time after receipt of Buyer's purchase order.
- 5.2 Delivery is Ex-Works and in accordance with the latest version of the Incoterms. Prices are exclusive of VAT and packaging. Transportation is at the BUYER's expense and risk.

- 5.3 The delivery times indicated by SELLER on any agreement are not to be qualified as final deadlines within the definition of Article 6:83(a) of the Dutch Civil Code, unless explicitly agreed otherwise.
- 5.4 The delivery period commences on the date on which SELLER has confirmed the order to the BUYER, or otherwise on the date agreed by the parties in writing.
- 5.5 SELLER is authorized to determine the method of transport. Transport costs are not included in the offers and sale prices, but will be charged separately to the BUYER as appropriate.
- 5.6 The goods shall be delivered by SELLER in the packaging it deems appropriate. If the BUYER prescribes different packaging, SELLER is entitled to invoice the BUYER separately for the cost of this packaging.
- 5.7 Supplier reserves the right to ship partial orders unless complete shipment is stated on the order.
- 5.8 Rush orders for custom make-to-order products are subject to a twenty percent (20%) rush fee
- 5.9 The delivery period commences on the date on which Supplier has confirmed the order to the Customer, or otherwise on the date agreed by the parties in writing.
- 5.10 Supplier is entitled to have deliveries made or services performed by third parties.
- 5.11 Documentation provided by third party carriers shall be conclusive evidence of proof of delivery and Supplier bears no responsibility for goods after delivery by carrier to designated destination.
- 5.12 If applicable, the Customer shall ensure that Supplier is able to carry out the installation work undisturbed. Amongst other things, the Customer shall ensure free access to the installation site and the availability of all the necessary utilities and facilities.

## 6 Price and Payment Terms

- 6.1 Buyer shall purchase the Goods from Seller at the prices (the "Prices") set forth in Seller's published price list in force as of the date that Seller accepts Buyer's purchase order.
- 6.2 All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any Governmental Authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided, that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real or personal property or other assets.
- 6.3 Unless otherwise agreed by the parties, Buyer shall pay all invoiced amounts due to Seller within 30 days from the date of Seller's invoice. Buyer shall make all payments hereunder by wire transfer and in Euros.
- 6.4 Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees. In addition to all other remedies available under these Terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods if Buyer fails to pay any amounts when due hereunder and such failure continues for 30 days following written notice thereof.
- 6.5 Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

## 7 Transfer of Ownership

- 7.1 Barring the provisions in the other paragraphs of this article, the ownership transfers to the BUYER upon delivery.
- 7.2 As security for the fulfilment of the BUYER's obligations under the agreement, SELLER reserves full (and sole)

- ownership of all goods delivered until the moment at which the BUYER has met all obligations towards SELLER.
- 7.3 If SELLER has claims against the BUYER and the object of these claims is under a retention of title and SELLER also has claims against the BUYER for which no retention of title has been made, payment by the BUYER is applied first towards fulfilment of the claim(s) not subject to retention of title.
- 7.4 As long as the ownership of the goods delivered has not been transferred to the BUYER, the BUYER is not permitted to transfer the ownership of the goods delivered, to encumber these goods with real rights or rights under the law of obligations, or to alienate them under any title whatsoever excepting pursuant to the provisions of paragraph 7 of this article or otherwise agreed in writing.
- 7.5 As long as the ownership of the goods delivered has not been transferred to the BUYER, the BUYER is obliged to observe due care in maintaining custody of the goods and to hold them as the identifiable property of SELLER. Any marks or signs of SELLER applied in, on or to the goods delivered must remain clearly visible.
- 7.6 As long as the ownership of the goods delivered has not been transferred to the BUYER, the BUYER is obliged to store goods separately and ensure that they are clearly identifiable as property of SELLER.
- 7.7 As long as the ownership of the goods delivered has not been transferred to the BUYER, the BUYER is permitted to incorporate or process the goods delivered or sell and transfer them to third parties, so long as in the context of its normal business operations and in the case of sale, so long as the BUYER (1) stipulates a retention of title to the goods delivered upon its BUYER, or (2) immediately pays the purchase price owed to SELLER, or (3) pledges to SELLER the BUYER's claim against its BUYER, payable upon demand by SELLER.
- 7.8 SELLER is entitled to reclaim the goods delivered under retention of title if and insofar as the BUYER remains in default of the fulfilment of any obligation towards SELLER, or in the opinion of SELLER exhibits any payment problems.
- 7.9 The BUYER hereby grants SELLER nunc pro tunc the irrevocable right to enter the BUYER's business premises or to allow a third party designated by SELLER to do so in the event that SELLER wishes to reclaim the delivered goods.
- 7.10 In the event of late payment by the BUYER, the BUYER will be deemed to be in breach by operation of law with no demand letter or notice of default being required. All payments must be made within 30 days after the date of invoice, unless any other payment term is explicitly agreed in writing. This payment deadline is a strict deadline within the definition of article 6:83(a) of the Dutch Civil Code, except where agreed otherwise in writing. Payment must be made without any deduction or offsetting, at the offices of SELLER or by means of transfer to a bank account stipulated by SELLER.
- 7.11 In the event of late payment, SELLER will charge extrajudicial collection costs. Collection costs will be 15% of the principal owed by the BUYER or €225, whichever is higher.
- 7.12 The BUYER is at all times obliged to furnish security for the fulfilment of its obligations upon demand by SELLER. If the BUYER does not comply with this request, SELLER is entitled to extrajudicially dissolve the contract as well as any other agreements between SELLER and the BUYER yet to be performed, and to claim additional or compensatory damages.

## 8 Confidential Information

- 8.1 All non-public, confidential or proprietary information of Seller, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

## 9 Force majeure

- 9.1 The delivery or payment period will be extended by the period during which SELLER and the BUYER are prevented by force majeure from fulfilling its obligations.
- 9.2 Force majeure is deemed to apply if after agreement is concluded, either SELLER or the BUYER are prevented from fulfilling its obligations under this agreement or making the preparations to do so as the result of an extraordinary nature in particular circumstances such as epidemic, pandemic, war, risk of war, civil war, terrorism, civil unrest, acts of war, fire, flooding, strike, works occupation, lockout, interruptions in the power supply, transportation delays or failures, import and export restrictions, or government measures that are outside the control of both parties.
- 9.3 Any party who fails to perform due to Force Majeure any of his obligations hereunder will inform the other party within 14 days of the event causing the delay of the reason and will immediately upon cessation of the Force Majeure take all reasonable steps within his power to resume as soon as possible compliance with his obligations. If the obligations cannot be met after 90 days each party has the right to terminate the contract.

## 10 Complaints & liability

- 10.1 Without prejudice to all that is stipulated in the agreement and elsewhere in these General Terms, SELLER shall not be liable, contractually and/or extra-contractually, for direct damages, except insofar the BUYER proves that the damages and/or loss is the result of a shortcoming relating to the delivered product that can be fully and solely attributed to SELLER, in which case however the total liability of SELLER shall be limited to the amount that is covered by its insurance. If no insurance coverage exists, for any reason at all, SELLER's liability is limited to a sum equal to the amount of the invoice value (excluding VAT) of the supplied goods that gave rise to the liability. SELLER shall never be liable for loss of profits, loss of earnings or other indirect and consequential damage. SELLER shall in no event be liable, unless insofar it explicitly accepts liability in these General Terms or in a written agreement between SELLER and the BUYER.
- 10.2 Complaints must be submitted to SELLER in writing, with argumentation, within 14 days after the BUYER becomes aware or could reasonably have become aware of the complaint, failing which SELLER is entitled to disregard the complaint and the BUYER is deemed to have waived any claim it may have on SELLER with regard to the complaint.
- 10.3 If a timely and well substantiated complaint is found justified, SELLER is entitled to either reduce the stated price on its invoices or improve the results of its work.

- 10.4 Complaints do not entitle the BUYER to suspend or offset any payments.
- 10.5 After delivery, SELLER is no longer liable for faults, excepting where faults are fully and solely attributable to SELLER and the BUYER did not give notice of such faults prior to the transfer in title, and furthermore the BUYER could not reasonably be expected to have discovered these faults at the moment of transfer in title and register a complaint concerning the fault within the appropriate time frame as stipulated in paragraph 1 of this article.
- 10.6 If and insofar as the BUYER has insured any risk associated with the agreement, the BUYER is obliged to claim any damages under that insurance and indemnify SELLER against recovery claims by the insurer.
- 10.7 Excepting where otherwise agreed in writing, all liability of SELLER is cancelled (and therefore will expire) at the latest after six months have elapsed from the moment at which the agreement ends by transfer in title, dissolution or cancellation.
- 10.8 All legal claims against SELLER related to the subject matter of the agreement must be brought within 180 days following the day on which the agreement ends by virtue of delivery, transfer in title, dissolution or cancellation.

#### 11 Returns

- a. The Customer must contact Supplier Customer Support within forty-five (45) days of receipt of shipment to receive a Return Authorization Number. All returns received without a Return Authorization Number will be held up for processing. Except for defective items:
- i. Products that have been worn, laundered, altered or soiled are non-returnable;
  - ii. Custom manufactured products are non-returnable;
  - iii. Products that have been discontinued or redesigned are non-returnable;
- b. Returns must have prior approval from Supplier and marking instructions. Supplier will not accept goods returned without its written permission.
- c. Return of stock goods are subject to a fifteen percent (15%) restocking fee.
- d. Custom made-to-order products are not returnable.

#### 12 Intellectual and industrial property rights

- 12.1 All rights of intellectual property in regard to the products and/or services as well as the designs, software, documentation and all other materials developed and/or used in the preparation or performance of the agreement between SELLER and the BUYER or agreements resulting therefrom are vested exclusively in SELLER or its suppliers. The delivery of products and/or services does not extend to any transfer of intellectual property rights.
- 12.2 The BUYER acquires only a non-exclusive and non-transferable right of use of the products and results of the services for the agreed purposes.
- 12.3 Without the prior written consent of SELLER, the BUYER shall not in any way disclose, duplicate, reverse-engineer or allow third-party access to any or all of the products, services, and results thereof.
- 12.4 The BUYER shall not remove or alter references of SELLER or its suppliers concerning copyrights, trademarks, trade names or other intellectual property rights.
- 12.5 SELLER warrants that it is authorized to extend the rights of use as described above to the BUYER, and indemnifies the BUYER against any claims of third parties in this regard. This provision does not apply if and insofar as the products, services and/or their results are altered and/or if they are delivered in conjunction with goods of third parties, in this

latter case excepting where the BUYER demonstrates that the claims of third parties pertain exclusively to the products, services and/or results delivered by SELLER.

#### 13 Termination

SELLER is entitled to extra-judicially terminate the agreements with the BUYER under retention of its claims for compensation of losses in full, in the event of:

- 13.1 the BUYER's late payment of eligible amounts;
- 13.2 interruption in the BUYER's payments;
- 13.3 the BUYER's application for suspension of payments;
- 13.4 the BUYER's application for bankruptcy;
- 13.5 the BUYER's being placed under conservatorship;
- 13.6 liquidation of the BUYER's business.
- 13.7 Dissolution of the agreement renders all outstanding claims between the parties immediately fully exigible. The BUYER is liable for the damages suffered by SELLER, including but not limited to loss of profit and transport costs.

#### 14 Disputes, Applicable law and Miscellaneous

- 14.1 All legal relationships between SELLER and the BUYER under these General terms are governed by the laws of the Netherlands.
- 14.2 All disputes will be settled exclusively by the absolute competent court in the court district Zeeland-West-Brabant, location Breda, the Netherlands. Nonetheless, parties will first attempt in good faith to resolve any dispute or claim amicably through negotiations between representatives of each party with authority to settle the relevant dispute.
- 14.3 The Vienna Sales Convention (CISG) is not applicable, nor are any other international rulings from which exclusion is permitted.
- 14.4 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

#### 15 Notices

- 15.1 All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the Sales Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

#### 16 Severability

- 16.1 If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

#### 17 Survival

- 17.1 Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Governing Law, Submission to Jurisdiction/Arbitration and Survival.