



# GENERAL CONDITIONS OF SALE AND DELIVERY

## Hoogendoorn Automatisering B.V.

### Article I General

1. These General Terms and Conditions of Sale and Delivery are part of offers and agreements for deliveries made by the supplier. All the provisions of these Terms and Conditions are in force between the parties, insofar as neither has expressly deviated from them in writing. The supplier will not accept any references by the client to its own terms and conditions for purchasing, tenders or other conditions, and such conditions are therefore expressly rejected.
2. The following definitions apply in these Terms of Delivery:
  - the Supplier: Hoogendoorn Automatisering B.V. who refers to these General Terms and Conditions of Sale and Delivery in its offers or agreements;
  - Client: the person to whom the aforementioned offer is addressed or with whom the Supplier has concluded the aforementioned agreement. This also includes the partners, dealers and ultimate clients/end users of the Supplier or its products;
  - Products or Goods: the hardware, software and services to be supplied by the Supplier for the performance of the agreement.
3. These Terms of Delivery have been drawn up in Dutch. In the event of any conflict between these Terms of Delivery and translations thereof, or in the event of disputes about the explanation or interpretation of them, the Dutch language version will always be the guiding principle.

### Article II Offers

1. All of the Supplier's offers are subject to confirmation without obligation. An agreement is deemed to be concluded if and insofar as the Supplier accepts an order from Client in writing or if, once Client has accepted the offer, the Supplier commences with the execution of the order.
2. Information provided in catalogues, images, drawings, measurements and weights and so on are only binding if and insofar as this has been expressly included as such in a contract signed by the parties or an order confirmation signed by the Supplier.
3. The Supplier's offer, including the drawings, calculations, software, descriptions, models, tools and the like made or provided by it remain its property, regardless of whether it has charged for them. The information contained in the foregoing or on which the manufacturing and construction methods, Products, and so on have been based remains exclusively reserved to the Supplier, even if it has charged for it.
4. Client has a duty to treat the information from the offer documents as confidential and may not use it for its own use or use by third parties or disclose it to third parties, unless it is necessary and applicable for the sale or resale of the Products and services agreed with the Supplier or for the performance of the agreement.
5. If the Supplier's offer is intended to be part of an offer that Client makes to a third party, that offer must be included in its entirety and without any changes.

### Article III The Agreement

1. The agreement consists solely of the Supplier's offer and these Terms of Delivery.
2. Additional work is considered to be anything that the Supplier delivers and/or installs in consultation with Client during the performance of the agreement in addition to the Products and quantities expressly specified in the agreement or the order confirmation or any work performed over and above the work expressly stipulated in the

agreement or the order confirmation, regardless of whether this additional work is recorded in writing.

3. Client is only entitled to cancel an agreement if this is done in writing and with the Supplier's permission. The Supplier is never obliged to agree to a cancellation and, if it agrees, it is entitled to attach conditions to this. Client will be charged in full for the Supplier's financial obligations to third parties in connection with the cancelled agreement and which the Supplier is obliged to fulfil, including purchased or ordered materials and software, and Client will be obliged to compensate the Supplier for this. In addition, Client will owe the Supplier a fee amounting to 50% of the agreed price if the agreement is cancelled prior to the commencement of delivery. If the Supplier has already started delivering, the compensation will be 100% of the agreed price. This compensation does not affect the Supplier's right to compensation for the damages actually suffered by the Supplier as a result of the cancellation.

### Article IV Price

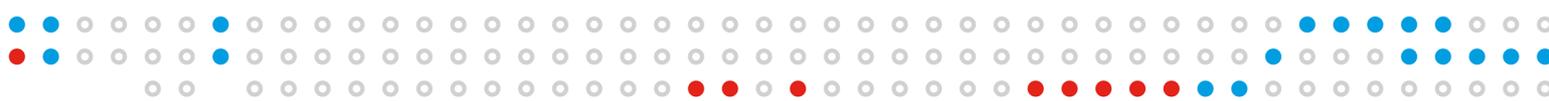
1. The prices quoted by the Supplier are excluding VAT and other government levies pertaining to the sale and delivery, and are based on delivery EXW (ex works) in accordance with the Incoterms applicable on the date of the offer, unless otherwise provided in these Terms and Conditions or by agreement.
2. If any of the cost price factors increases after the date on which the agreement is concluded – even if this occurs as a result of foreseeable circumstances – the Supplier is entitled to increase the agreed price accordingly.
3. Under the agreement, the Supplier is entitled to charge for additional work that it performs. The rules set out in paragraphs 1 and 2 of this article apply mutatis mutandis to the calculation of additional work.
4. Cost estimates and plans are not charged separately, unless otherwise agreed. If the Supplier has to make new drawings, calculations, descriptions, models or tools, etc for any repeat orders or additional work, the costs of these will be charged.

### Article V Delivery time

1. The delivery times stated by the Supplier are based on the circumstances applicable to the Supplier at the time the agreement is entered into and, insofar as this depends on the performances of third parties, on the information that those third parties give to the Supplier.
2. The delivery period takes effect from the time at which the agreement is entered into, as referred to in Article II(1).  
If the Supplier needs information or resources to be provided by Client or by third parties for the performance of the agreement, the delivery time starts on the day that the Supplier has all the required data or resources, but not earlier than on the date on which the agreement is concluded.
3. The agreed delivery times are not final deadlines. Client is not entitled to any compensation should the delivery time be exceeded. In that case, Client is not entitled to cancel the agreement either.
4. The Supplier is always entitled to make partial deliveries.

### Article VI Inspection and commissioning

1. Unless otherwise agreed, Client will inspect the Product or service provided no later than eight days after delivery or after the services have been provided. If this period lapses without a written and specified





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notification of well-founded complaints, the Product or service will be deemed to have been accepted.

2. If it is agreed that the Supplier will carry out the commissioning, Client will give the Supplier the opportunity to carry out the necessary tests after receipt and installation of the Goods. The Supplier will carry out the commissioning at Client's request. If the commissioning has been carried out without a specified and well-founded complaint arising, or if Client does not fulfil its obligations as stated above and those referred to in paragraph 3 below, the Product will be deemed to have been accepted.
3. Client will make the facilities required for testing and commissioning, as well as representative samples of any materials to be treated or processed, available to the Supplier in good time and free of charge, in order to ensure that the operating conditions for the Product foreseen by the parties can be simulated as closely as possible. If Client does not comply with this, the last sentence in paragraph 2 applies.
4. If it concerns minor shortcomings, in particular those that do not or hardly affect the use for which the Product is intended, the Product will be deemed to have been accepted regardless of these shortcomings.
5. Without prejudice to the Supplier's obligation to fulfil its guarantee obligations, the acceptance based on the previous paragraphs will exclude any claims from Client regarding shortcomings in the Supplier's performance.

### Article VII Transfer of risk and ownership

1. The delivery will take place at the agreed address and at the agreed time. Unless otherwise agreed, delivery takes place EXW (ex works), according to the Incoterms as they apply on the date of the agreement.
2. If, contrary to the conditions referred to in Article VII.1, DAP (delivered at place) has been agreed, the risk of the Goods and the packaging transfers to Client at the time when the Goods are delivered to the buyer's delivery address.
3. Client is obliged to buy the Goods offered for purchase, unless they are rejected. If Client does not take delivery of the Goods or the documents issued for the Goods at the agreed time, then Client will be in default without notice of default being required.  
In that case, the Supplier is entitled to have the Goods stored at Client's expense and risk.  
Client will still owe the purchase price, plus interest and storage costs (by way of compensation).
4. Ownership of all Goods, irrespective of the actual delivery, only transfers to Client after Client has paid in full all that it owes or will owe to the Supplier for the Goods, including the purchase price, any surcharges, interest, taxes and costs owed under the agreement or pursuant to these General Terms and Conditions of Sale and Delivery, as well as any compensation for the work performed or to be performed with respect to the Goods.
5. If Client is an ultimate client as defined in Article I(2), Client is not entitled to sell or deliver the Goods, to dispose of them, to rent them out to third parties or allow them to use the Goods, to pledge them to third parties or otherwise encumber them for the benefit of third parties, before the ownership of all Goods has transferred to Client.  
In that case, Client is only entitled to use the Goods as part of its normal business activities.
6. If and as long as the ownership of the Goods has not yet been transferred to Client, Client will immediately notify the Supplier in writing

if the Goods are attached or a claim is made against any part of the Goods in some other way.

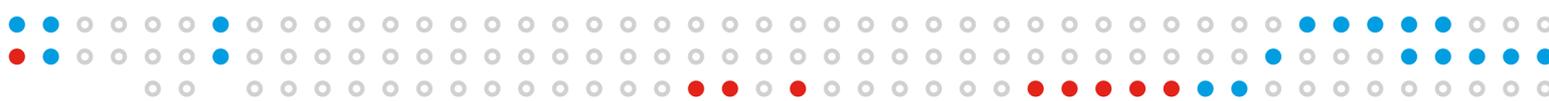
7. In the event of attachment, bankruptcy, suspension of payments or provisional suspension of payments, Client will immediately inform the bailiff levying the attachment, the receiver or the administrator of the Supplier's rights and rights of ownership.

### Article VIII Payment

1. Payment of all invoices must be credited to the Supplier's bank account within 30 days, but always prior to the Supplier's delivery of Products, even if this period is shorter than 30 days, without any deduction, discount, compensation or offsetting.
2. If at any time the Supplier has reasonable doubts about Client's creditworthiness, the Supplier is entitled to require Client to pay the purchase price fully or partially in advance or to provide proper security before implementing the agreement or continuing to implement the agreement.
3. If Client exceeds the payment term, this will be sufficient to constitute default. In that case, all the Supplier's claims against Client will become immediately due and payable.
4. Without further notice of default being required, from that day forth, Client will owe the statutory interest for commercial transactions, plus a surcharge of 3%, on all amounts that have not been paid by the last day of a payment term at the latest.
5. If despite a reminder, Client fails to pay the amount and interest owed after the expiry of an extension to the payment term set by registered letter, Client is obliged to reimburse the Supplier for all extrajudicial and judicial costs, being a minimum of 15% of the principal sum owed or EURO 750 if that amount is higher.

### Article IX Guarantee

1. The Supplier guarantees the quality of the Product it supplies, as well as the quality of the materials used and/or supplied for this. The above also applies insofar as it concerns defects in the delivered Product that cannot be detected during inspection/commissioning, which Client proves have occurred within 12 months of commissioning or, if this is shorter, within two years of delivery. The guarantee only covers defects that are exclusively or mainly the direct result of a fault in the construction or of defective workmanship on the part of the Supplier or use of poor-quality materials by the Supplier.
2. The Supplier may address defects covered by the guarantee referred to in paragraph 1 by sending a replacement part, i.e. a so-called SWAP item; Supplier is under no obligation to such replacement. All costs that exceed the sole obligation as described in the previous sentence, such as but not limited to transport costs, travel and accommodation costs as well as costs of disassembly and assembly, are for Client's account.
3. The guarantee period on SWAP items is three months after delivery.
4. The guarantee period on repair work is three months. If the period referred to in paragraph 1 has not yet expired and the remaining period after completion of the repair is longer than three months, the guarantee period on the repair work will end at the same time as the original guarantee period, being 12 months after delivery of the Product.
5. The guarantee in any event does not include defects that occur or are wholly or partly the result of the following, with due observance of the tolerances set for hardware Products:
  - a. failure to observe operating and maintenance instructions or due to other than the intended normal use;





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- b. normal wear and tear;
  - c. assembly/installation or repair carried out by third parties, including Client;
  - d. the application of any government regulations regarding the nature or quality of the materials used;
  - e. materials or items used in consultation with Client;
  - f. materials or items that Client gives the Supplier for processing;
  - g. materials, items, working methods and constructs, insofar as applied on Client's express instructions, as well as materials and items supplied by or on behalf of Client.
6. If the Supplier has purchased Products or parts from third parties, the Supplier is only obliged to provide a guarantee if and insofar as that third party gives the Supplier a guarantee and the Supplier invokes it successfully. Under no circumstances is the Supplier obliged to do more than is set out in this article.
  7. If Client fails to fulfil any obligation that arises for it from the agreement concluded with the Supplier or from an associated agreement at all, properly or in good time, the Supplier will not be bound by any guarantee – by whatever name – with regard to any of these agreements. If Client proceeds with or arranges for the disassembly, repair, replacement or other work on the Product without the Supplier's prior written approval, all claims under the guarantee will lapse.
  8. Complaints with regard to defects must be lodged in writing within eight days of discovery. If this term is exceeded, any claim against the Supplier with regard to those defects will lapse. Legal claims in this respect must be instituted within one year of a complaint lodged in good time, subject to forfeiture of rights to claim.
  9. If the Supplier replaces parts and/or Products in order to comply with its guarantee obligations, the replaced parts/Products become the Supplier's property.
  10. For the repair or revision work and services carried out by the Supplier for which a specific result has been agreed in writing, a six-month guarantee is only given on the soundness of the performance of the work ordered, unless otherwise agreed. This guarantee comprises the Supplier's sole obligation to redo the work in question if it was not done correctly and if it is unsound. Services for which a specific result has not been agreed in writing are performed on the basis of a best efforts obligation.
  11. Any alleged non-fulfilment by the Supplier of its guarantee obligations will not release Client from its obligations arising from any agreement entered into with the Supplier.

### Article X Liability

1. The Supplier's liability for the repair of defects is limited to compliance with the guarantee obligations set out in Article IX of these Terms and Conditions.
2. Unless it concerns gross negligence or deliberate intent on the part of the Supplier's managers or equivalent subordinates and subject to the provisions of paragraph 1, all liability on the part of the Supplier, such as for damage to Client's Goods, trading loss, consequential damages, other indirect damages and damages arising from liability vis-à-vis third parties, is excluded.
3. Consequently, the Supplier cannot be held liable for:
  - i. violation of patents, licences or other third-party rights arising from using the information provided by or on behalf of Client;

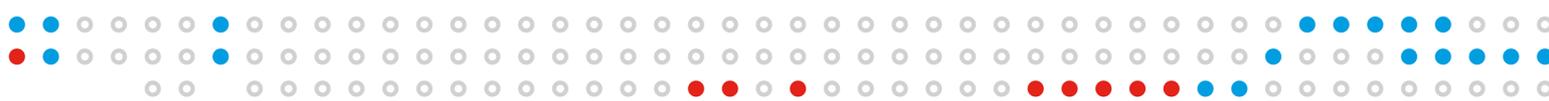
- ii. damage or loss, regardless of the reason, of raw materials, semi-finished Products, models, tools and other items provided by Client.
4. Client is obliged to indemnify or compensate the Supplier for all third-party claims for compensation for damages, except for third-party damages for which the Supplier's liability is not limited or excluded vis-à-vis Client under these Terms and Conditions.
  5. Client is not permitted to install software on hardware supplied by the Supplier that the Supplier has not or will not supply, unless this software is found to be suitable for installation based on a written confirmation from the Supplier.
  6. If the Product delivered has to be connected to a network (LAN, WAN, internet, etc), this must be done by a professional IT supplier certified by a trade association with a good reputation, and subject to strict compliance with the Supplier's applicable guidelines.
  7. The Supplier does not accept any liability whatsoever for any consequences of Client's non-compliance with the provisions of paragraphs 5 and 6 of this article.
  8. The Supplier is not liable for installing and operating equipment that Client purchases to prevent damage to the Product delivered.
  9. The Supplier disclaims all liability for damage as a result of instability in or unavailability of electricity, the grid or data connections.

### Article XI Force majeure

In these General Terms and Conditions of Sale and Delivery, force majeure means any circumstances beyond the control of the Supplier, even if they were foreseeable at the time of the conclusion of the agreement, that permanently or temporarily prevent or significantly impede or hinder the performance of the agreement, or increase the costs, as well as, insofar as they are not already included: war, threat of war, civil war, insurrection, epidemics, pandemics and ensuing government measures, strikes, lock-out of employees, transport difficulties, fire, flooding and other serious disruptions affecting the Supplier's company or its suppliers' companies.

### Article XII Suspension and termination

1. If the performance of the agreement is prevented as a result of force majeure, the Supplier is entitled to either suspend the performance of the agreement for a maximum of six months without judicial intervention or to cancel the agreement entirely or in part, without being held to any compensation whatsoever or having to repay payments already received due to an obligation to cancel or otherwise. During the suspension, the Supplier is entitled to opt for performance or full or partial cancellation of the agreement. Once the suspension ends, it is obliged to opt for performance or full or partial cancellation of the agreement.
2. In the event of suspension or cancellation pursuant to paragraph 1, the Supplier is entitled to demand immediate payment for the raw materials, materials, parts and other items reserved, processed and manufactured by it for the performance of the agreement. This must be done at the value that can be reasonably assigned for this and that is at least equal to the purchase value for the Supplier. If the agreement is cancelled pursuant to paragraph 1, Client is obliged to take possession of the items listed in this paragraph after payment of the amount owed pursuant to the previous sentence, failing which the Supplier is entitled to have these items stored at Client's expense and risk, or sell them on its behalf.





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3. If Client fails to fulfil any obligations – at all, properly or in good time – that arise for it from the agreement concluded with the Supplier or from an associated agreement, or if there are good grounds to fear that Client is unable or will be unable to fulfil its contractual obligations towards the Supplier, as well as in the event of bankruptcy, suspension of payments, shutdowns, liquidation or partial transfer – whether or not as security – of Client’s company, including the transfer of a significant part of its claims, the Supplier is entitled either to suspend the performance of each of these agreements for a maximum of six months, or to cancel them entirely or in part, without being held to pay any compensation, to repayment of payments already received due to an obligation to cancel or otherwise, or guarantee, without notice of default being required, without judicial intervention, and without prejudice to any other rights to which it is entitled. The Supplier is entitled to opt for performance or full or partial cancellation of the agreement during the suspension. Once the suspension ends, it is obliged to opt for performance or full or partial cancellation of suspended agreement(s).
4. In the event of suspension pursuant to paragraph 3, the agreed price, less the instalments already paid, becomes immediately due and payable, and the Supplier is entitled to have the raw materials, materials, parts and other items reserved, processed and manufactured for the implementation of the agreement stored at Client’s expense and risk. If the agreement is cancelled pursuant to paragraph 3 – insofar as no prior suspension has taken place – the agreed price, less the instalments already paid, becomes immediately due and payable, and Client is obliged to pay this amount and to take possession of the items included in this, failing which the Supplier is entitled to have these items stored at Client’s expense and risk, or sell them on its behalf.

### Article XIII Intellectual property

1. The intellectual and industrial property rights to all Products, data, technical and other information supplied to Client (for the record, this expressly includes the ultimate client/end user) remain vested in the Supplier. The Supplier has the exclusive right to disclose, create and reproduce these Goods, data and information; Client only has user rights for them.
2. The physical documents, such as designs, drawings, technical descriptions or contract documents, given by the Supplier to Client become Client’s property and may be used by it once Client has fulfilled all its financial obligations towards the Supplier under the agreement and taking into account the rights arising from intellectual and industrial property legislation.
3. Client is not permitted to reproduce, relocate or reinstall the Goods manufactured according to the Supplier’s design at another user, either entirely or in part, or to resell or offer them on loan in any way, without the Supplier’s express written permission; this is without prejudice to the provisions of paragraphs 5 and 6. The Supplier is entitled to attach conditions to this permission, including the payment of a fee.
4. Client’s user rights to the software developed and delivered by the Supplier are non-transferable and non-exclusive. Client may only use this software in its own company or organisation and only for use of the Goods for which the user rights have been granted. User rights may relate to a composition of Goods insofar as this has been laid down in the agreement.
5. Client is not permitted to make the software and the carriers on which it is recorded available to a third party in any way or to allow third parties

to use it. Client is not permitted to reproduce or make copies, decompile or reverse engineer the software, unless and to the extent it is permitted by law. Client will not alter the software other than in the context of an urgent need to correct errors. Client will immediately inform the Supplier of this. The source code of the software, and the technical information generated during its development, will not be given to Client, unless otherwise agreed.

6. The Supplier is the only party entitled to apply for a patent on inventions it has made during and by dint of the performance of the agreement. It may do so (solely) in its name and for its account.
7. If the Supplier obtains a patent as referred to in paragraph 6, it will grant Client user rights to that invention free of charge. Client is not entitled in principle to transfer these user rights. Client will ask the Supplier for permission for the specific application of user rights. The Supplier is not entitled to refuse to grant this permission on unreasonable grounds.

### Article XIV Applicable law

1. This agreement and all agreements arising from it are governed by Dutch law, to the exclusion of the Vienna Sales Convention.
2. Any disputes between the Supplier and Client will, at the exclusive option for Supplier, either be settled through arbitration in accordance with the Arbitration Rules of the Netherlands Arbitration Institute, or through court proceedings before the ordinary court having jurisdiction.
3. Client is obliged to choose an address in the Netherlands as the address for service for the purposes of the agreement, insofar as it does not already have its registered office in the Netherlands. If such an address is not chosen, Client will be deemed to have chosen an address in The Hague as its address for service.

