

1 General

- 1.1 These terms and conditions apply to all offers, quotes and agreements between Amatec Technische Veren B.V., hereinafter: 'Amatec', and Other Parties, to which Amatec has declared these terms and conditions applicable or if the parties have not explicitly deviated from these terms and conditions in writing.
- 1.2 These terms and conditions apply also to agreements with Amatec, for which Amatec must engage third parties.
- 1.3 These terms and conditions have been drafted also for the staff and board of Amatec.
- 1.4 Other Parties may not transfer the rights and obligations arising from agreements to third parties in any manner whatsoever without Amatec's written consent. Amatec will not withhold such consent on unreasonable grounds.
- 1.5 The applicability of any terms and conditions of purchase or other terms and conditions of Opposing Parties are hereby explicitly dismissed.
- 1.6 If one or several provisions of these terms and conditions are null and void at any time or are nullified in whole or in part, the remaining provisions will remain fully effective. In such event Amatec and the Other Party will hold consultations to replace void or voided provisions by new provisions that will approximate the objective and purport of the original provisions as closely as possible.
- 1.7 In the event of uncertainty about the interpretation of one or several provisions of these terms and conditions, they should be interpreted in the spirit of these conditions.
- 1.8 If a situation arises between the parties not provided for in these terms and conditions this situation should be assessed in the spirit of these terms and conditions.
- 1.9 Failure by Amatec to always demand strict compliance with these terms and conditions does not imply that the provisions do not apply or that Amatec forfeits the right to demand strict compliance with the provisions of these terms and conditions in other cases.

2 Quotes and Offers

- 2.1 All Amatec's quotes and offers are subject to contract, unless the quote states a term for acceptance. A quote or offer lapses if the product to which the offer or quote relates is meanwhile no longer available and in any case after a period of three months.
- 2.2 Amatec cannot be required to honour its quotes or offers if the Other Party could reasonably understand that the quotes or

offers or part thereof contained an apparent error or typo.

- 2.3 The prices stated in a quote or offer are exclusive of VAT and other government-imposed levies, any costs to be incurred under the agreement, including travel expenses and the costs of accommodation, shipping and handling, unless otherwise stated.
- 2.4 Amatec will not be bound by the quote or offer if acceptance (whether or not on minor points) deviates from the proposal contained therein. In that event the agreement will not come about in accordance with such divergent acceptance unless Amatec states otherwise.
- 2.5 A composite quotation does not require Amatec to execute part of the order at a corresponding share of the price quoted. Proposals or quotes do not automatically apply to future orders.

3 Contractual Term; Delivery Terms, Execution and Amendment to Agreement

- 3.1 The agreement between Amatec and the Other Party is entered into for an indefinite period of time, unless the nature of the agreement requires otherwise or if the parties agree otherwise explicitly and in writing.
- 3.2 Any term agreed or stated for completion of certain services or the delivery of certain goods will never be fatal. Upon excess of a term the Other Party must give Amatec written notice of default, setting a reasonable term for executing the agreement.
- 3.3 If Amatec requires information from the Other Party to execute the agreement, the term for execution will not commence until the Other Party has provided such information correctly and fully to Amatec.
- 3.4 Delivery will be made ex works of Amatec or at the address named by the Other Party. The Other Party is required to take delivery of the goods when made available. If the Other Party refuses to take delivery or fails to provide the information or instructions required for delivery. Amatec has the right to store the goods at the risk and expense of the Other Party.
- 3.5 Shipping costs will be paid for by the Other Party.
- 3.6 Amatec has the right to have certain activities executed by third parties.
- 3.7 Amatec has the right to execute the agreement in instalments and to invoice the executed portions separately.
- 3.8 If the agreement is executed in instalments, Amatec may suspend execution of the elements that are part of the next phase until the Other Party has approved the results of the preceding phase.
- 3.9 If in the execution of the agreement it becomes apparent that proper execution requires that the agreement be amended or modified, the parties will do so in time and by mutual agreement. If

the nature, scope or content of the agreement, whether or not at the request or on the instructions of the Other Party, the competent institutions etcetera, is changed and the agreement is changed in terms of quality and/or quantity as a result, this may affect the original agreement. This may mean that the amount originally agreed will be increased or reduced. Amatec will give an estimate in advance. Changes to the agreement may furthermore affect the original term for execution. The Other Party accepts the possibility that the agreement may be changed including changes in price and term for execution.

- 3.10 If changes are made to the agreement including additions, Amatec has the right to execute the agreement only after approval by the competent individual at Amatec and the Other Party has agreed to the price and other terms quoted for the execution including the time of execution to be determined. The failure to execute the amended agreement or to do so immediately will not constitute breach of contract by Amatec, and will not constitute a ground for the Other Party to terminate the Agreement. Amatec may refuse requests to change the agreement, if doing so could affect the work to be done or the goods to be supplied in terms of quality and/or quantity, without being in default.
- 3.11 If the Other Party fails to duly comply with its obligations towards Amatec, the Other Party will be liable for all loss and damage (including costs) sustained by Amatec as a direct or indirect result.
- 3.12 If Amatec agrees a fixed price with the Other Party, Amatec still has the right at all times to increase the price without the Other Party being entitled to dissolve the agreement for that reason, if the increase in price arises from a right of obligation under the law or regulations or follows from an increase in the price of raw materials, salaries, et cetera or is based on other grounds that were reasonably not foreseeable upon conclusion of the agreement.
- 3.13 If the price increase other than due to a change in the agreement exceeds 10% and occurs within three months of conclusion of the agreement, only the Other Party may rely on Title 5 Part 3 of Book 6 BW and may dissolve the agreement by a written statement, unless Amatec is prepared to execute the agreement on the original terms or if the price increase arises from a right or obligation of Amatec under the law or if it has been agreed that delivery will be made later than three months after the purchase.

4 Suspension, Dissolution and Premature Termination

- 4.1 Amatec has the right to suspend compliance with its obligations or to dissolve the agreement:
- In the event of non-compliance, late compliance or partial compliance by the Other Party with its obligations;
 - If after concluding the agreement Amatec has valid grounds to fear that the Other Party will not comply with its obligations; and/or
 - If upon conclusion of the agreement the Other Party has been asked to provide security for compliance with its obligations under the agreement and the Other Party fails to provide such or sufficient security.
- 4.2 If due to delay on the part of the Other Party Amatec can no longer be expected to execute the agreement on the original terms, Amatec has the right to dissolve the agreement.
- 4.3 Amatec furthermore has the right to dissolve the agreement if circumstances arise of such nature that compliance with the agreement is impossible or if otherwise circumstances arise such that Amatec cannot be reasonably expected to uphold the agreement without modifications.
- 4.4 If the agreement is dissolved, Amatec's claims against the Other Party will become due immediately. If Amatec suspends compliance with its obligations, it will still retain its rights under the law and the agreement.
- 4.5 If it suspends or dissolves the agreement Amatec will not be required to pay any costs or loss arising as a result in any manner whatsoever.
- 4.6 If dissolution is attributable to the Other Party, Amatec will be entitled to compensation for the loss and damage, including the direct and indirect costs arising therefrom.
- 4.7 If the Other Party fails to comply with its obligations under the agreement and such noncompliance justifies dissolution, Amatec will have the right to dissolve the agreement with immediate effect and without being required to pay any compensation or damages, while the Other Party will be required to pay compensation or damages on account of breach of contract.
- 4.8 If Amatec terminates the agreement prematurely, Amatec will transfer the work still to be done to third parties in consultation with the Other Party unless termination is attributable to the Other Party. Any additional costs incidental to the transfer of the work will be charged to the Other Party. The Other Party is required to pay such costs within the term set unless stated otherwise by Amatec.
- 4.9 In the event of liquidation, (application for) suspension of payments or bankruptcy, attachment – if and to the extent that such

attachment is not lifted within three months – to the charge of the Other Party, debt rescheduling or any other circumstance that prevents the Other Party from disposing freely of its assets, Amatec will be free to terminate the agreement immediately and with immediate effect or to cancel the order or agreement without being required to pay any compensation or damages. Amatec's claims against the Other Party will be immediately due in such case.

- 4.10 If the Other Party cancels an order placed in whole or in part, the goods ordered or readied for that purpose will be charged in full to the Other Party increased by any costs of supply, disposal or delivery and the working hours reserved for execution of the agreement, without prejudice to Amatec's right to demand performance in full of the agreement and/or compensation in full.
- 4.11 The Other Party may return goods only with Amatec's prior written consent. The return shipping costs are paid for by the Other Party.

5 Force Majeure

- 5.1 Amatec is not required to comply with any obligation towards the Other Party if Amatec is prevented from doing so by circumstances not attributable to fault and is not for Amatec's account by law, legal act or common opinion.
- 5.2 In these standard terms and conditions force majeure is understood to mean, in addition to the definitions given by law and case law, all external causes, foreseen or unforeseen, beyond Amatec's control, which prevent Amatec from honouring its obligations, including work strikes and operating faults in Amatec's business or that of third parties and late delivery or absence of delivery by suppliers or other third parties. Amatec has the right to invoke force majeure if the circumstances preventing (further) execution of the agreement occur after Amatec should have complied with its obligation.
- 5.3 During the period of force majeure Amatec may suspend its obligations under the agreement. If this period exceeds two months, either party may dissolve the agreement without being required to compensate the other party.
- 5.4 If at the time of occurrence of the event constituting force majeure Amatec has complied in part with its obligations under the agreement or can comply with its obligations and that part of the obligations has an independent value, Amatec has the right to invoice that portion separately. The Other Party is required to pay that invoice as if it were a separate agreement.

6 Payment and Costs of Collection

- 6.1 Payment must be made within 30 days of invoice, in a manner to be specified by Amatec, in the invoiced currency unless stated otherwise by Amatec in writing. Amatec has the right to invoice periodically.
- 6.2 If the Other Party fails to pay an invoice in time, the Other Party will be in default by operation of law. The Other Party will then owe interest at 2,5% per month, unless the statutory interest is higher, in which case the statutory interest will be due. Interest on the amount payable will be charged from the date on which the Other Party is in default until payment in full of the amount due.
- 6.3 Amatec has the right to apply payments by the Other Party first to settle the costs, then the interest that has fallen due and finally the principal and the current interest.
- 6.4 Without being in default Amatec may refuse offers for payment if the Other Party designates a different order for allocation of payments. Amatec may refuse payment in full of the principal if not at the same time the due and current interest and costs of collection are paid.
- 6.5 The Other Party may never set off against payments due by Amatec.
- 6.6 Objections to the size of an invoice will not suspend payment obligations. Other Parties that are not entitled to rely on Part 6.5.3 (Sections 231 to 247 inclusive of Book 6 BW) may not suspend payment of invoices for other reasons.
- 6.7 If the Other Party fails or is in default on (timely) compliance with its obligations, the Other Party owes extra judicial (collection) costs which are fixed at 15% of the principle sum, with a minimum of EUR 50,00. If, however, Amatec's reasonable costs of collection are higher, the actual costs will qualify for compensation. Any judicial costs and enforcement costs will also be recovered from the Other Party. The Other Party must also pay interest on the costs of collection due.

7 Retention of Title

- 7.1 All goods supplied by Amatec under the agreement will remain Amatec's property until the Other Party has duly complied with all obligations under the agreement(s) with Amatec.
- 7.2 Goods supplied by Amatec subject to retention of title pursuant to paragraph 1 may not be resold and may never be used as means of payment. The Other Party may not pledge or otherwise encumber the goods subject to retention of title.
- 7.3 The Other Party must always do anything reasonably expected to secure Amatec's ownership rights.

- 7.4 If third parties levy attachment on goods supplied subject to retention of title or wish to establish or enforce rights on such goods, the Other Party must notify Amatec immediately.
- 7.5 The Other Party undertakes to insure and keep insured goods delivered subject to retention of title against fire, explosions and water damage, and to submit the policy to Amatec for inspection at the latter's first request. Amatec will be entitled to payments under the policy. To the extent necessary the Other Party undertakes to assist Amatec in any actions necessary or desirable in that context.
- 7.6 If Amatec wishes to exercise its ownership rights referred to in this Article, the Other Party hereby already grants unconditional and irrevocable consent to Amatec and any third parties designated by Amatec to access all spaces where Amatec's properties are located and to repossess such properties.

8 Guarantees, Inspection and Complaints, Limitation Period

- 8.1 The goods supplied by Amatec satisfy the customary requirements and standards that upon delivery may reasonably be set and for which they are intended in the Netherlands upon normal usage. The guarantee contained in this Article applies to goods intended for use within the Netherlands. If used outside the Netherlands the Other Party must verify whether the goods are suitable for use there and satisfy the requirements set there. In that case Amatec may set other guarantee and other conditions for the goods to be supplied or the work to be done.
- 8.2 The guarantee contained in paragraph 1 of this Article is valid for a period of three months after delivery unless the nature of the goods supplied dictates otherwise or the parties have agreed otherwise. If the guarantee provided by Amatec regards goods manufactured by third parties the guarantee will be confined to the guarantee provided by the manufacturer, unless otherwise stated.
- 8.3 Every form of guarantee and/or liability will lapse if (i) defects arise due to improper or incorrect use (ii) defects due to or arising from incorrect storage, (iii) defects due to or arising from lack of maintenance or incorrect maintenance by the Other Party and/or third parties, (iv) the Other Party or third parties without Amatec's written consent have made or have tried to make changes to the goods, (v) other items have been affixed to the goods that should not have been affixed, (vi) the goods have been treated or processed in a way other than prescribed and/or (vii) in the event of other forms of installation,

assembly, change or repairs of the goods by the Other Party and/or third parties. The Other Party will not be entitled to any guarantee if the defect has been caused by or is the result of circumstances beyond Amatec's control including weather conditions (including but not limited to extreme rains or temperatures), et cetera.

- 8.4 The Other Party is required to (cause others to) inspect the goods as soon as they are made available or the work in question has been completed. In doing so the Other Party must inspect whether the quality and/or quantity of the goods delivered are as agreed and satisfy the requirements agreed by the parties in that respect. Any visible defects must be notified to Amatec in writing within ten days of delivery. Any hidden defects must be notified to Amatec in writing immediately but at any rate within fourteen days of discovery. The notification must describe the defect in as much detail as possible to enable Amatec to respond adequately. The Other Party must give Amatec the opportunity to investigate complaints.
- 8.5 The timely lodging of complaints does not suspend the Other Party's payment obligation. The Other Party will still be required to take delivery of and pay the other goods ordered.
- 8.6 If defects are notified later the Other Party will no longer be entitled to repairs, replacement or compensation.
- 8.7 If it has been established that goods are defective and the relevant complaints have been filed in time, Amatec will replace the defective goods, within a reasonable term after receiving the returned goods, or if the goods cannot reasonably be returned, of written notification by the Other Party of the defects, or, at Amatec's option, arrange for repair or pay the Other Party compensation instead. In the event of replacement the Other Party is required to return the replaced goods to Amatec and to transfer ownership to Amatec unless otherwise stated by Amatec.
- 8.8 If complaints are found to be invalid, the costs incurred by Amatec as a result including the costs of inspection will be paid in full by the Other Party.
- 8.9 After expiry of the guarantee period all costs of repair or replacement, including the costs of handling, shipping and call-out charges, will be charged to the Other Party.
- 8.10 In deviation from the statutory limitation periods the limitation period of all claims and defences against Amatec and the third parties engaged by Amatec in the execution of agreements is one year.

9 Liability

- 9.1 Amatec's liability will be limited as set out in these standard terms and conditions.

- 9.2 Amatec is not liable for any loss or damage of whatever nature arisen because Amatec has used incorrect and/or incomplete data supplied by or on behalf of the Other Party.
- 9.3 If Amatec is liable for any loss or damage, its liability will be limited to at most the invoice value of the order, at any rate that portion of the order to which the liability relates.
- 9.4 Amatec's liability will always be limited to the amount paid by Amatec's insurer in that event.
- 9.5 Amatec is liable only for direct loss.
- 9.6 Direct loss is understood to mean solely the reasonable costs of determining the cause and extent of the loss and damage, insofar as such determination regards the loss and damage as defined in these conditions, any reasonable costs incurred to have Amatec's defective performance comply with the agreement, insofar as attributable to Amatec, and any reasonable costs incurred to prevent or limit loss or damage, if the Other Party demonstrates that such costs have limited direct loss as referred to in these conditions.
- 9.7 Amatec is never liable for indirect loss including consequential loss, loss of profits, missed savings and loss or damage caused by stagnation of operations.
- 9.8 The limitations of liability contained in this Article do not apply if the loss or damage is due to wilful intent or gross negligence on the part of Amatec or its executives and/or subordinates.

10 Transfer of Risk

- 10.1 The risk of loss, damage or decrease in value will pass to the Other Party as soon as goods are brought under the control of the Other Party.

11 Indemnity

- 11.1 The Other Party indemnifies Amatec against third party claims on account of damage sustained in the execution of the agreement and whose cause is not attributable to Amatec.
- 11.2 If Amatec is held liable by third parties on such account, the Other Party will be required to assist Amatec both in court and out-of-court and to do immediately do everything that the Other Party can be expected to do. If the Other Party fails to take adequate action, Amatec may take such action without any notice of default being required. All costs and loss incurred and sustained by Amatec and third parties as a result will be at the risk and expense of the Other Party.

12 Intellectual Property

- 12.1 Amatec reserves the rights and powers awarded by the Dutch Copyright Act and other intellectual property laws and regulations. Amatec has the right to use the knowledge gained in the execution of an agreement for other purposes if no confidential information of Other Parties is disclosed to third parties by doing so.

13 Privacy and Data Protection

- 13.1 Personal data is processed in accordance with the Privacy Policy, which can be viewed at www.amatec.nl.
- 13.2 Amatec and the Other Party will enter into the necessary contracts for the lawful processing of personal data.

14 Severability

- 14.1 Unenforceability or invalidity of one or more clauses in these terms and conditions shall not have an effect on the enforceability or validity of any other clause in these terms and conditions.

15 Governing Law and Disputes

- 15.1 All legal relationships to which Amatec is a party will be governed by Dutch law exclusively, also if obligations are executed in whole or in part outside the Netherlands or if the party to the legal relationship resides outside the Netherlands. The applicability of the Vienna Sales Convention is hereby excluded.
- 15.2 The court in Amatec's place of establishment has exclusive jurisdiction over disputes unless otherwise prescribed by mandatory law. However, Amatec has the right to submit the dispute to a court that is competent by law.
- 15.3 The parties will go to court only after they have made every effort to resolve disputes by mutual agreement.

16 Location and Amendment to Terms and Conditions

- 16.1 These terms and conditions have been filed with the Chamber of Commerce in The Hague.
- 16.2 The version most recently filed or the version in effect at the time of conclusion of the legal relationship with Amatec will always apply.
- 16.3 The Dutch text of the standard terms and conditions will always be decisive for the purpose of interpretation.