

GENERAL CONDITIONS OF SALE
of Epicor Components B.V.
Kethelweg 46
Vlaardingen

Article 1. APPLICABILITY AND ACCEPTANCE

1. These general conditions of sale are applicable to all agreements between Epicor Components B.V. (hereinafter the 'Seller') and the purchaser (hereinafter the 'Purchaser') of (constituents and packaging of) electronics and electronic components (hereinafter the 'Items'), and to the conclusion thereof, as well as to all quotations issued by the Seller with respect to both purchase and sale, and transport, unless otherwise agreed upon in writing. By merely placing an order, the Purchaser accepts these conditions of sale.
2. Unless otherwise agreed upon in writing, only these conditions will apply, such with the explicit exclusion of the Purchaser's as well as of any other party's general conditions. The general conditions of other parties, including those of the Purchaser, will never be (tacitly) accepted, even if the Seller does not raise any objections against these general terms of conditions, unless otherwise agreed upon in writing.
3. If, at any point in time, one or more provisions of these general conditions prove null and void (whether in whole or in part) or are voided, the other provisions of these general conditions will remain in full force.
4. The Purchaser is not allowed to transfer the agreements to which these general conditions apply without the Seller's prior written permission.
5. A reference in these conditions to a concept or word in the singular includes a reference to the plural form of this concept or word and vice versa.
6. In the event of any disagreement about the interpretation of one or more provisions of these conditions, the interpretation thereof must be construed in the spirit of these provisions.
7. In the event that the Seller fails to demand strict compliance with these conditions, such does not imply that the provisions thereof are no longer applicable, nor that the Seller would lose to any degree the right to demand the strict compliance with these conditions in other situations.

Article 2. QUOTATIONS

1. All quotations issued by the Seller are subject to confirmation, unless these quotations contain an acceptance period or another agreement is explicitly stated in writing.
2. In the event that a quotation contains a non-binding offer and the Purchaser places an order that is accepted in accordance with this offer, the Seller has the right to submit a deviating quotation, or at least to make a counterproposal, within 5 working days after receipt of the relevant order.
3. Any information provided by the Seller about the Items it sells, including, but not limited to, features and dimensions, are provided in good faith, but are indicative. The Purchaser may not derive any rights from this; any manifest mistakes and/or errors in the Seller's offer are not binding to the Seller.

Article 3. PRICES

1. Unless stated otherwise in writing, the purchase price covers the price of the Items and/or services, excluding VAT.
2. All agreements are concluded on the basis of the prices that are applicable at the time of concluding the agreement. The Purchaser cannot appeal to prices that applied at any other point in time before or after that.

3. In the event that, between the moment of the order confirmation and the moment preceding the delivery, the Seller's costs increase as a result of a cause that cannot reasonably be deemed to be within the control or the responsibility of the Seller, including, but not limited to, any circumstances such as an increase in duties and/or excises; an increase in transport costs from the delivery address established by the importer; a change in foreign exchange positions; an increase in wages, commodities prices and transport costs; an increase in import and factory prices; a change in currency parity; or as a consequence of measures from the own or a foreign government, the Seller is entitled to pass these costs on to the Purchaser for the Item purchased by the latter.
4. Any costs arising from additions and/or amendments to the agreement will be carried by the Purchaser.
5. Unless otherwise agreed, the Seller reserves the right to include shipping and administration costs for placed orders. The Seller reserves the right to charge additional expenses in the amount of €20 for all orders with an invoice amount of less than €150, exclusive of VAT.

Article 4. PAYMENT

1. Payment of all invoiced amounts including VAT must be made within 30 days after the invoice date. Payment is made in cash in Vlaardingen, the Netherlands, or by transfer to the Seller's account.
2. The Seller reserves the right to demand cash on delivery or a preliminary and partial payment at all times.
3. The Seller reserves the right to send an invoice for each partial delivery in the event that orders are delivered in batches. In the event that any shortcomings occur (whether or not attributable) in the execution of the agreement although the agreement has been partially performed, the Seller is entitled to demand payment from the Purchaser for all services already performed as if a separate agreement had been concluded.
4. Each agreement concluded with the Seller will contain the resolutive condition that the Seller must have sufficient proof of the Purchaser's creditworthiness, such at the Seller's sole discretion. In the event that the Seller invokes this condition, the Seller will not be held liable for any damages towards the Purchaser. In this case, the Seller is also entitled to not terminate the agreement but only to deliver after the Purchaser has paid the amount owed to the Seller under the agreement. In the event that the amount owed is not paid within a term of 14 days, the Seller is entitled to terminate the agreement without the Seller being liable for any damages towards the Purchaser.
5. The invoice must be paid without any compensation and/or setoff, and without any costs being deducted from it and/or any discount being applied to it. The above can only be deviated from if such is agreed upon in writing.
6. The Purchaser's payment obligation will not be suspended in the event that a complaint is lodged, unless otherwise agreed upon in writing.

Article 5. DEFAULT OF PAYMENT

1. If payment has not been received within the last stated payment term, the Purchaser will be in default by operation of law and will be obliged to pay interest on each invoice that is overdue. This interest will be established as the higher of 1.5% per month and the legal commercial interest (pursuant to Article 119, sub a) of Book 6 of the Dutch Civil Code). In this respect, a partial month will be considered as a full month.
2. The Purchaser is never entitled to setoff any amount allegedly owed by the Seller to the Purchaser with any amounts owed by the Purchaser to the Seller.

3. Payments made by the Purchaser will always (and within each category in a chronological order from old to new) serve first to pay all costs, then to pay all interest due, and then to pay the principal of the longest outstanding invoices even if the Purchaser states that the payment relates to a later invoice.
4. The full amount owed by the Purchaser to the Seller is immediately payable without any notice of default being required in the event that the Seller takes notice of some statement from which the Seller can derive that the Purchaser will not (fully) fulfil its obligations, or that the Purchaser does not actually (fully) fulfil some obligations towards the Seller (whether or not under the relevant agreement), or in the event that the Purchaser winds up, sells or splits its company, discontinues its business activities, applies for or has been granted a moratorium, or petitions for or has received a petition for bankruptcy, or in the event a prejudgement or executory attachment has been levied on the Items by a third party, whether or not successful.

Article 6. AVAILABILITY

1. The Seller reserves the right to notify the Purchaser in writing within five working days after confirming the agreement to the Purchaser or after expiry of the acceptance period that was granted to the Purchaser and during which the latter has accepted the Seller's offer, that the order cannot be fulfilled or can only be fulfilled in an adjusted manner as a result of circumstances that the Seller did not reasonably have and/or could not reasonably have had any knowledge of. In this case, the Seller has the right to terminate the agreement.
2. Furthermore, each agreement is concluded under the resolatory condition that there is insufficient availability of the Items in question.
3. In the event of termination of the agreement pursuant to the provisions of this Article, the Purchaser is not entitled to any damages.

Article 7. DELIVERY PERIOD

1. The delivery period does not commence until – or at any rate will be suspended until – all information to be provided by the Purchaser and necessary for the correct and complete execution of the agreement has been received by the Seller.
2. The delivery dates provided by the Seller are only approximate and do not qualify as a strict deadline, unless otherwise agreed.
3. Failure to meet the delivery date can only occur after the Purchaser has granted the Seller, by means of a written notice of default by registered letter, a reasonable term of at least 21 days, but longer if the circumstances so require and the Seller allows this term to expire without delivering.
4. A limited or, given the circumstances, reasonable exceeding of the delivery date does not give the Purchaser the right to terminate the agreement.
5. In the event that a delivery date is exceeded considerably as a result of the delivery date being exceeded by the Seller's supplier or in the event that an order cannot or can only be partially executed, the Seller will notify the Purchaser of this as soon as possible. Subsequently, the Purchaser is entitled to terminate the agreement during a term of 7 days, without any of the parties being liable for any damages.
6. Unless otherwise agreed upon in writing, delivery of the Items will be at the Purchaser's expense.
7. In the event that the Purchaser fails to take receipt of the Items during the agreed-upon time of delivery, the Items will be held by the Seller at a location to be determined by the latter, the costs of which will be carried by the Purchaser. In such situations, the Seller is entitled to pass all associated costs on to the Purchaser.

8. The Seller reserves the right to deliver the Items in batches.
9. In the event that the parties have not agreed upon a specific place of delivery, the Seller is entitled to deliver the Items at both the registered address and the physical address as stated in the trade register of the country where the Purchaser has filed its registered address.

Article 8. TRANSPORT AND RISK

1. In all delivery cases, the costs of transport, packaging, potentially needed storage and relevant insurance will be carried by the Purchaser.
2. Any risks with respect to the Items are transferred to the Purchaser at the time the Items are purchased ('ex works').
3. The above provisions can only be deviated from in writing.

Article 9. PURCHASE OBLIGATION

1. All Items purchased must be taken possession of within 14 days after the Seller has made them available, unless otherwise agreed upon in writing.
2. If the Items are not taken possession of within 14 days or an otherwise agreed-upon term, the Purchaser is in default by operation of law and the Seller is entitled, without any prior notice of default being required, to suspend its obligations under the agreement and either to invoice the Items already sold and demand payment, or to terminate the purchase agreement, in both cases without the Purchaser being entitled to any damages.
3. In the event that the Seller opts for invoicing, the Items will be stored by the Seller at a third party's at the Purchaser's expense and risk. In addition to the purchase price, the Seller is entitled to pass all other costs arising from this on to the Purchaser.
4. In the event of termination of the purchase agreement in accordance with this Article, the Purchaser will be liable for damages towards the Seller with respect to consequential damage, which will at least cover the loss suffered, the loss of profit, the lost savings as well as the costs pertaining to the storage of the Items, all of which expressly includes the costs of deployment of own staff. In this situation, the Purchaser is, in addition to damages, also liable to pay the Seller an immediately due and payable penalty amounting to 25% of the purchase price.

Article 10. ERRORS IN THE ORDER CONFIRMATION

Any errors or inaccuracies that the Purchaser notices in the Seller's order confirmation must be notified in writing within 5 working days after the date of the order confirmation. After this term, the Purchaser is deemed to have accepted the way in which the agreement has been laid down in writing.

Article 11. RETENTION OF TITLE

1. The Seller will retain the right of ownership of all Items delivered and still to be delivered by it to the Purchaser as additional security that the amounts owed will be settled, including any interest and costs, with respect to the Items delivered and still to be delivered by it to the Purchaser, as well as any amounts owed for activities performed and still to be performed by it for the Purchaser, as well as any amounts owed to settle the Purchaser's failure to comply with the underlying agreements. Ownership of the Items will only be transferred to the Purchaser as soon as the latter has fully paid the Seller all amounts owed, including interest and costs. Transfer of any purchased, but not yet paid Items, will be considered as loan for no consideration.

2. The Seller reserves the right to immediately reclaim and seize the Items in the that event that the Seller takes notice of some statement from which it can derive that the Purchaser will not (fully) fulfil its obligations, or that the Purchaser does not actually (fully) fulfil some obligations towards the Seller, or in the event that the Purchaser winds up, sells or splits its company, discontinues its business activities, applies for or has been granted a moratorium, or petitions for or has received a petition for bankruptcy, or in the event that a prejudgement or executory attachment has been levied on the Items by a third party, whether or not successful.
3. In the event of an intention to fall short in the (complete) fulfilment of this agreement, liquidation, strike, disposal or division of the company by the Purchaser, a petition for bankruptcy or a moratorium (whether by itself or by some other party), as well as (an attempt to) attachment of the Items, the Purchaser is held to notify the Seller immediately of this.
4. All acts of disposition with respect to the Items sold and delivered to the Purchaser, including, but not limited to, the vesting of security rights in the Items for the benefit of third parties, as well as the sale of the relevant Items within the context of the normal business activities outside of the Purchaser's rights, are not allowed to the Purchaser as long as the latter has not fully met its payment obligations.
5. In the event that the Seller wishes to exercise its rights of ownership, the Purchaser undertakes to return the Items falling under the Seller's retention of title at the latter's first request and to cooperate fully in that respect, such as providing free access to all spaces in which the underlying Items are stored. In this respect, the Purchaser grants its unconditional and irrevocable permission in advance to both the Seller and any third party to be assigned by the Seller to access all places where the Items in the Seller's (conditional) ownership are stored and to take back those Items.
6. In the event that Items that are destined for export outside the Netherlands that will actually be exported to the relevant country or countries, the following applies, subject to Article 128 of Book 10 of the Dutch Civil Code: In the event that a retention of title ceases to exist – including, but not limited to, as a result of processing, becoming a constituent, accession, blending or substitution – and the relevant country's legal system allows or the relevant countries' legal systems allow so, the retention of title will be converted by operation of law to a retention of title, i.e. a (fiduciary) right of ownership, in the new Item or Items, or – in so far as the above is in conflict with the law – in a right of pledge on the new Item or Items, or, in the event of substitution of property or resale of the former Item or Items, in a right of pledge on all Items and/or receivables that replace the former Item or Items, including receivables with respect to impairment of the Item or Items. In the event that the above is in breach of the legal provisions of the relevant country or countries and the former Item or Items has or have been resold, the retention of title has the effect of causing that the Purchaser's newly created receivable(s) (of the purchase price) for the Item or Items sold, will be assigned in advance to the Seller.

Article 12. PROVISION OF SECURITY AND SUSPENSION OF DELIVERY

1. The Seller is entitled to suspend future deliveries as long as the Purchaser does not meet any of its payment obligations, irrespective of whether these payment obligations relate to the relevant delivery.
2. In addition, in these situations as well as in any other situation in which the Seller has any doubts about the Purchaser's creditworthiness, the Seller is entitled to demand from the Purchaser that the latter provides a bank guarantee – or any other form of security – in the amount of the purchase price of the new delivery, before the Seller is bound to actually deliver. In the event that the Purchaser does not provide this form of security within two

weeks after the Seller has requested it, the Seller is entitled to terminate the agreement without being held to pay any compensation for damages.

Article 13. GUARANTEE

1. The Purchaser recognises that the Seller is not the manufacturer of the Items sold. For all Items sold and delivered with manufacturer's warranty, only the manufacturer's warranty conditions will apply. In so far as legally and contractually allowed, the Seller will transfer to the Purchaser all transferrable warranties, indemnities and remedies received from the manufacturer for the Items sold. The Seller provides no other explicit or implicit warranties. These provisions can only be deviated from in writing.
2. Product information, such as advice, advertisements, brochures and information on product specifications, characteristics, classifications, use or conformity are not part of this agreement and the Seller does not guarantee the accuracy and completeness of this product information (including apparent typing errors, omissions and other errors) and excludes any type of warranty and liability for the product information. The Purchaser must verify all product information before using it or acting upon it.
3. Guarantee claims can be submitted up to 12 months after the time of delivery of the non-conforming Item.
4. The only remedies available to the Purchaser in the event that the latter can make a claim under a guarantee, are as follows:
 - a) repair of the non-conforming Item;
 - b) replacement of the non-conforming Item;
 - c) reimbursement of the purchase price of the non-conforming Item.
5. The guarantee does not include defects in the Items caused as a result of normal wear and tear or damage as a result of circumstances that cannot be influenced by the Seller, including weather conditions or damage caused during transit.
6. Each type of guarantee will be annulled in the event that the Item has been used or stored incorrectly or negligently by the Purchaser or any third party.

Article 14. USE OF ITEMS

1. The Purchaser is responsible for all (legal) actions it performs with respect to the Items sold, and the Purchaser will take care that it is fully authorised to perform the relevant (legal) actions and that it observes all applicable legislation, including, but not limited to, the American Foreign Corrupt Practices Act and the British Bribery Act. The Items sold, including any relevant software, are subject to the applicable rights of third parties, including intellectual property rights, and the Purchaser will observe these rights.
2. The Purchaser will observe the manufacturer's product specifications.
3. The Purchaser will not use the Items sold or the relevant technology in life-supporting systems, human implants, nuclear plants or other applications for which defects in the Item could result in death or cause material damage.
4. The Purchaser will not use the Items sold or the relevant technology for purposes of chemical, biological or nuclear weapons, missile systems, unmanned air vehicles or weapons, including weapons of mass destruction. In addition, it should be noted that resale or export to companies active in the nuclear industry or for nuclear purposes is solely possible with permission from the Dutch Ministry of Economic Affairs and the American Office of Export Control in Washington DC 20230.
5. In the event that the Purchaser uses or sells the Items for purposes or applications as referred to under the third and/or fourth paragraph of this Article, and/or in the event that the Purchaser does not observe the manufacturer's product specifications, the Purchaser herewith recognises that this use, sale or non-observance is fully at the Purchaser's own

risk. The Purchaser will indemnify and defend the Seller against all claims submitted by third parties as a result of the Purchaser's breach of this Article and compensate the Seller in this respect.

Article 15. SOFTWARE

1. Software is taken to mean all programmes that can be used by electronic devices, such as a computer, tablet, smartphone, television or machine, and that can be read by these electronic devices (the 'Software').
2. The use of the Software is subject to all of the Software's applicable intellectual property rights and licence agreements. The Purchaser is responsible for acting in conformity with the applicable provisions.
3. The Software is delivered 'as is' and without any supplemental warranties.
4. In the event that the Software must be implemented in an Item and this Software is supplied by the Purchaser, the Seller may assume that the Software is suitable for this purpose. The Seller is not obliged to check the Software's condition. The costs and the risks of non-conformity of an Item for which the Software has been supplied by the Purchaser will be carried by the Purchaser. In this case, the Seller is not liable for any damage to the Software, nor for any damage to the Item, nor for any (further) consequential damage.
5. Any Software that is embedded in or bundled with the hardware, may only be used for the device for which it is intended and may not be transferred separately.

Article 16. EXPORT, IMPORT, RESALE

1. It should be noted that the export of any Items supplied by the Seller is subject to the legislation of various jurisdictions, including the export control laws and environmental requirements of the United States, the European Union and/or other countries. Compliance with these export laws is the sole responsibility of the Purchaser.
2. The Purchaser will indemnify the Seller against any claims for damages arising from all acts performed with respect to the Items sold after transfer of the risk from the Seller to the Purchaser.

Article 17. FORCE MAJEURE

1. In the event that a delivery period has been agreed explicitly with the Purchaser but the Seller is not able to meet this term due to exceptional circumstances ('Force Majeure'), the Seller has the right to either suspend the delivery until these circumstances have been remedied or to terminate the agreement without the Purchaser being entitled to any damages.
2. In addition to everything that is attributed to it in legislation and case-law, Force Majeure is taken to mean all external causes, whether foreseen or not, that cannot be influenced by the Seller, but that prevent the latter from meeting its obligations, including, but not limited to, non-delivery by the Seller's supplier, fire, either on the Seller's premises or at the location where the Items are stored, illness, accidents, strike, work interruptions, acts or omissions on the part of the Purchaser, medical crises, shortages of materials of production, crimes, (civil) war, also outside the Netherlands, riots, threat of war, epidemics, traffic delays, work strike, maritime disasters of any nature, lockout, loss or damage during transit, and other similar causes.
3. In the event that, as a result of extraordinary circumstances, the delivery fails to occur for another 2 months after the stated delivery period, the Purchaser has the right to terminate the purchase agreement during a period of 7 days immediately following the aforementioned 2 months. In this case, the Purchaser is not entitled to any damages.

Article 18. COMPLAINTS, RETURN AND PRESCRIPTION

1. The Purchaser is obliged to inspect any Items purchased from the Seller for defects immediately after the Purchaser or any third party designated by the Purchaser has received the Items ordered. This includes checking whether the quality and/or quantity matches that which has been agreed.
2. In the event that the Purchaser has any complaints about the Items delivered, the Purchaser must notify the Seller as soon as possible but no later than 7 days after delivery. Complaints about Items lodged after this term will not be handled and are deemed to be lodged after the deadline for lodging a complaint within the meaning of Article 89 of Book 6 of the Dutch Civil Code.
3. For all deliveries, any visible losses and/or visible damages to the Items that occurred during transit to the agreed-upon delivery address must be established and recorded on the shipping document by or on behalf of the Purchaser and in the presence of the driver who delivered the Items. The Purchaser is obliged to send the Seller a copy.
4. Any other claims will only be handled if and in so far as they are notified to the Seller in writing on the basis of a complete and clear description within 7 days after delivery of the Items purchased or, as the case may be, guaranteed, and if and in so far as the Seller has been granted the opportunity to verify things. In the event that the Purchaser does not notify the Seller of the observed defect in the performance within this term, the Purchaser can no longer appeal to this pursuant to Article 89 of Book 6 of the Dutch Civil Code, and the Purchaser will no longer be entitled to any recovery, replacement or damages. After expiry of the term stated in this Article, the Purchaser is deemed to have accepted the Items delivered and the invoice respectively. In this case, claims will no longer be handled by the Seller.
5. During this 7 days period, the Purchaser will handle the Items and their relevant packaging with care. The Purchaser will only unpack or use the Items to such an extent as required to be able to assess whether the Purchaser would like to keep the Items or not.
6. Any invoice disputes must also be lodged in writing within 7 days after the date on which the invoice was sent. This 7 days period does not defer the term of payment for the relevant Items, nor does this period or any possible dispute defer the term of payment for any other Items ordered.
7. Any items delivered by a third party will be subject to the complaints deadline that has been agreed between the Purchaser and this third party.
8. Any complaints about discrepancies in quality, colour, dimensions and composition that are small and considered to be usual in the light of the nature of the Items, do not offer the Purchaser any right of recovery, replacement or damages and will not be accepted by the Seller.
9. The Purchaser is only entitled to return the Items to the Seller after the former has received written permission from the Seller. Any other way of returning the Items will not be accepted. The risks of returning Items are carried by the Purchaser. The Seller's permission for returning the Items does not imply any recognition by the Seller of the accuracy of any claim filed by the Purchaser.
10. For claims recognised by the Seller, the latter is only held to replace the relevant Items or to credit the price charged for the Items, such at the Seller's discretion.
11. With respect to claims and the obligation to complain, each partial delivery is deemed as a separate delivery of the Items.
12. Any legal action by the Purchaser against the Seller will expire after three years after the start of the day following the day on which the Purchaser has gained knowledge of the demandability thereof. The period of prescription will be suspended by all negotiations between the Purchaser and the Seller. In this case, a new three-year period of prescription

will commence starting on the day following the day on which the Seller either recognises the claim or unambiguously notifies the Purchaser that it terminating the negotiations.

Article 19. COMPENSATION OF DAMAGES

1. The Seller is, in any event, not liable for any damage that has occurred or may occur as a result of the absence, breaking down or improper functioning of Items and in the event of which it is likely beforehand that the manufacturer may be held liable for it. If the Purchaser so wishes, the Seller will disclose the manufacturer's name.
2. In addition, without prejudice to the other provisions of these conditions and without prejudice to the mandatory liability provisions, the Seller's liability with respect to services, including, but not limited to, services with respect to transport, whether or not performed by third parties, is limited to the amount that is actually covered by the Seller's insurance in the relevant case.
3. If and in so far as the Seller is obliged to compensate for damages, the total obligation to pay compensation to all aggrieved parties together will never exceed the amount of the purchase price paid by the Purchaser in that respect. In this respect, a series of loss-causing occurrences must be deemed as one loss-causing occurrence.
4. With the exception of gross negligence or intentional act on the part of the Seller, the Seller is not liable for damages occurring as a result of inaccurate and/or incomplete information provided by the Purchaser to the Seller, or the use and storage of Items by the Purchaser in a manner that is incompetent and not in accordance with the operating instructions.
5. The Seller is exclusively liable for direct damage. Liability for indirect damage is explicitly excluded. Indirect damage includes in any event consequential damage such as loss of profit, loss of data, extra work, repair, production costs, recall of products, reputational damage or loss of clients.
6. Direct damage is exclusively understood as any costs reasonably incurred and reasonably made with respect to ascertaining the cause and scope of the damage in so far as this relates to damage within the meaning of these conditions, as well as any costs reasonably incurred and reasonably made with respect to ensuring that the Seller's defective performance will still meet the requirements of this agreement in so far as these costs can be attributed to the Seller.
7. Costs not eligible for compensation include (but not limited to):
 - a) direct trading loss, including, but not limited to, damage as a result of disassembly (whether or not necessary) and/or (re-) installation (whether or not necessary) and/or (re-) assembly and/or replacement of Items, transport costs, storage costs, costs of advances, costs of PC boards on which an Item has been mounted, business interruption, damage, loss incurred, lost savings and loss of profit, including, but not limited to, any costs of establishing whether or not direct trading loss has actually occurred;
 - b) damage relating to or arising from defective Items of which the defective condition becomes evident or is established only two years after being sold by the Seller to the Purchaser;
 - c) damage to Items of which the defective condition is (partly) the result of and/or related to the fact that the Seller has not adequately tested those Items for functioning, use or application;
 - d) damage to replacing Items as well as damage resulting from the normal wear and tear of Items;

- e) damage to goods in trust, including, but not limited to, damage caused by or during the execution of work by the Seller on Items on which work is being carried out or to Items situated in the proximity of locations where work is performed;
- f) damage caused by the intent or wilful recklessness of third parties.

Article 20. INDEMNITY

1. The Purchaser will indemnify the Seller for all claims by third parties suffering damage as a result of the execution of the agreement.
2. Should the Seller receive an indemnity claim from third parties, the Purchaser is obliged to assist the Seller in both extrajudicial and judicial proceedings and to do everything, without delay, that might be expected from the Purchaser.
3. Should the Purchaser fail to take adequate measures, the Seller is entitled to take action itself, without notice of default being required. All costs and damage incurred on the part of the Seller and any third party as a result of this will be entirely at the Purchaser's expense and risk.

Article 21. TERMINATION

1. In the event of default of payment, the Seller may demand, instead of performance of the agreement, partial or full termination of the purchase agreement, with a proportional amount of damages to be established with respect to consequential damage.
2. The Seller is also entitled to terminate the agreement in the event that the Seller takes notice of some statement from which the Seller can derive that the Purchaser will not (fully) fulfil its obligations, or that the Purchaser does not actually (fully) fulfil some obligations towards the Seller (whether or not under the relevant agreement), or in the event that the Purchaser winds up, sells or splits its company, discontinues its business activities, applies for or has been granted a moratorium, or petitions for or has received a petition for bankruptcy, or in the event a prejudgement or executory attachment has been levied on the Items by a third party, whether or not successful.
3. In the event that the agreement is terminated by the Purchaser, the Purchaser is also obliged to compensate for the damage suffered and to be suffered by the Seller as a result, including, but not limited to, consequential damage. In the calculation of the latter, discounts offered to the Purchaser will not be taken into account, but the amount of damage will be based on the standard price of the Item or Items involved.
4. The damages with respect to consequential damage will in any event comprise a compensation for loss of profit, loss incurred, loss of savings as well as costs incurred by the Seller to regain possession of the Items and to restore them to the original condition, which expressly includes the costs of deployment of own staff. In the event of default of payment by the Purchaser, the latter is also, in addition to damages, liable to pay the Seller an immediately due and payable penalty amounting to 25% of the purchase price (exclusive of VAT).

Article 22. COMPUTER DATABASE

Subject to the applicable legal provisions, personal data will be stored and processed, if needed for commercial purposes.

Article 23. APPLICABLE LAW AND DISPUTES

All disputes between the Seller and the Purchaser or between the Seller and any third party that performs services on behalf of the Seller for the benefit of the Purchaser for the delivery of Items or the performance of services, including disputes about the interpretation of these

conditions, are governed exclusively by Dutch law. The competent court of Rotterdam has exclusive competence over such disputes.

Article 24. COURT AND OTHER COSTS

1. All collection costs incurred by the Seller during the Seller's execution of the rights ensuing from the purchase agreement and any other related agreements, both judicial and extrajudicial, will be carried by the Purchaser. The collection costs to be incurred by the Seller in connection with the collection of invoices not paid by the Purchaser will amount to at least 15% of the invoice amount, such with a minimum of €150.
2. In the event that a legal procedure between the Seller and the Purchaser is necessary and the Seller is partly or entirely successful, the Seller will be entitled to full compensation for the (lawyer's) fees actually paid by the Seller.
3. In addition to the provisions stated above, the Seller is also entitled to recover all other costs from the Purchaser, including, but not limited to, costs of tracking, informing and/or instructing any third parties; costs of storage and transport of Items; travel and subsistence costs of the Seller's staff members and/or staff members of third parties engaged by the Seller; costs of destruction and/or rendering harmless of Items in so far as the destruction and/or rendering harmless appears to be inevitable to prevent damage; costs of inspection and/or checking of Items at the Purchaser's or at third parties'; any additional stationary costs; rental costs of additional storage as well as other required materials; costs of salaries of additional staff; costs of overtime etc.; costs of engaging specialised third parties; and cancellation costs of other agreements that the Seller must reasonably conclude for purposes of the execution of the rights ensuing for the Seller from the purchase agreement and all related agreements.

Article 25. SUPREMACY

The conditions have been drawn up in different languages. The Purchaser may not derive any rights from any versions other than the Dutch version, which constitutes the only binding version. The Seller will send this version to the Purchaser at the Purchaser's request.

Article 26. AMENDMENTS

The Seller reserves the right to unilaterally amend these conditions of sale. The version applicable to a purchase agreement is always the version valid at the time of the coming into effect of the relevant agreement between the Purchaser and the Seller. The Purchaser is advised to regularly check these general conditions for amendments.