

General terms and conditions for the sale and delivery of goods and the performance of work by Next Door Systems B.V. in Emmeloord, the Netherlands.

Article 1. General.

- 1.1** These conditions are applicable to all quotations and all orders of Next Door Systems (referred to below as N.D.S.) for the sale and delivery of goods by N.D.S. and the performance of work by N.D.S. and to all agreements in this regard.
- 1.2** The applicability of any purchasing or other conditions of the Other Party, customer or buyer (referred to below as the Other Party) of N.D.S. is hereby expressly rejected.
- 1.3** The provisions of these general conditions may be departed from exclusively if and insofar as this has been expressly agreed in writing.
- 1.4** The formation of an Agreement in accordance with Article 3 of these general conditions implies that these conditions are accepted by the Other Party.
- 1.5** Where reference is made in these general conditions to "the delivery (of goods)", this will also be deemed to include the performance of services and work of any nature whatsoever.
- 1.6** The Other Party can only rely on stipulations that are contrary to these conditions if and insofar as they have been accepted by N.D.S. in writing.
- 1.7** This agreement also applies to all contracts with N.D.S. for the implementation of which N.D.S. engages third parties.
- 1.8** These general conditions have also been written for the employees of N.D.S. and its board of directors.
- 1.9** In the event of there being a lack of clarity concerning the interpretation of one or more provisions of these general conditions, the provision shall be interpreted in keeping with the spirit of these provisions.
- 1:10** If a situation not covered by these general conditions arises between the parties, this situation will be judged in keeping with the spirit of these general conditions.
- 01:11** If N.D.S. does not insist on strict compliance with these conditions at all times, that will not imply that these conditions are not applicable and/or that N.D.S. loses the right to require strict compliance with these conditions in the future, whether or not in similar cases.
- 01:12** The voidness and/or voidability of a provision of these conditions will not affect the validity of the other provisions of these conditions. The conflicting, invalid provision will be deemed to have been replaced by a provision as closely in keeping as possible with the intention and purpose of the original provision.

Article 2. Quotations.

- 2.1** All quotations, including any attached appendices, and price indications of N.D.S. are subject to contract, unless an acceptance period has been stipulated. They are not in any way binding to N.D.S. unless express and unequivocal statement to the contrary has been made (in writing) in the quotation itself. Orders shall be accepted by means of a written order confirmation issued by N.D.S. If an offer or quotation contains an offer that is subject to contract and is accepted by the Other Party, N.D.S. will have the right to withdraw the offer within 3 working days of receipt of its acceptance. Offers and quotations of N.D.S. can only be accepted by the Other Party without any deviations.
- 2.2** Without prejudice to the provisions of Article 6, information and drawings in catalogues, brochures, work drawings, diagrams, measurement and weight data, etc., are binding to N.D.S. only if and to the extent that this has been expressly agreed in writing.
- 2.3** Verbal offers and quotations cannot be binding unless they are subsequently confirmed in writing by N.D.S.
- 2.4** A quotation or offer shall be null and void if the product to which the quotation or the offer relates is no longer available in the meantime, without N.D.S. being obliged to pay any compensation for damages.
- 2.5** N.D.S. cannot be bound by its quotations or offers if the Other Party can reasonably be expected to understand that the quotations or offers or a component thereof contain an evident mistake or clerical error.
- 2.6** If the acceptance differs from the quotation or offer (whether or not on minor points), N.D.S. is not bound by those different points. Unless stated otherwise by N.D.S., in that case the contract is not concluded in accordance with those different points.
- 2.7** A composite price statement does not oblige N.D.S. to perform part of an order at a corresponding proportion of the stated price. Offers and quotations do not apply automatically to future orders.
- 2.8** The order placed with N.D.S. constitutes an offer, which will not be deemed to have been accepted until it has been confirmed in writing or by email by N.D.S.

Article 3. Agreement.

- 3.1** An agreement with N.D.S. will not be concluded until N.D.S. has confirmed and accepted an order in writing (email or post). Approval of the order will also constitute confirmation of the order.
- 3.2** The contract will be formed on the date on which it is signed by N.D.S.
- 3.3** Additional or different provisions will be binding to N.D.S. only if and to the extent that they have been accepted by N.D.S.
- 3.4** Verbal undertakings by and agreements with N.D.S. employees are not binding to N.D.S. until they have been confirmed in writing (email or post) by the N.D.S. director with powers to represent the company.
- 3.5** The order confirmation sent by N.D.S. to the Other Party shall be deemed to fully and accurately reflect the content of the agreement concluded. The Other Party shall communicate any objections to the written order confirmation of N.D.S. within 8 days of its date, in the absence of which he will be deemed to have approved its content.
- 3.6** If the agreement is concluded by a third party on the Other Party's behalf, that third party guarantees that the Other Party accepts these conditions, in the absence of which the third party will be bound to them as though he were the Other Party himself.
- 3.7** Other than with the express written consent of N.D.S., the Other Party is prohibited from transferring contractual rights or obligations to third parties.
- 3.8** The Other Party cannot invoke the provisions of an agreement if it emerges before or during performance of the agreement that the information provided by the Other Party regarding formats, sizes, weights and numbers are incorrect or incomplete. In that case N.D.S. reserves the right not to perform an agreement or not to continue with its performance. In that case N.D.S. cannot under any circumstances be obliged to pay the Other Party any compensation for damages, without prejudice to the right and ability of N.D.S. to make a claim against the Other Party for compensation for damages or as yet to perform the agreement at a higher price than agreed, which payment the Other Party will be obliged to make.
- 3.9** The Other Party bears the risk of misunderstandings concerning the content and performance of the agreement if their cause is found in N.D.S. not receiving specifications or other notifications from the Other Party or not receiving them correctly, on time or completely, or those which have been made by a person designated for that purpose by the Other Party or have been conveyed by any technical means, such as telephone and similar transmission media.
- 3:10** Without the express written consent of N.D.S., the Other Party does not have the right to cancel the agreement in full or in part. N.D.S. will in all cases bind to this express written consent the condition that it has the right to charge the Other Party compensation of no less than 40% of the invoice amount of the cancelled agreement, with a minimum amount of € 750.00. The Other Party will also be obliged to compensate N.D.S. for any damages it has suffered.

Article 4. Prices.

- 4.1** Unless expressly otherwise agreed, the prices indicated or agreed with N.D.S. are ex-works, and therefore do not include VAT, shipping and freight costs, the costs of insurance, or any duties or taxes or other levies charged by the government.
- 4.2** The prices indicated by or agreed with N.D.S. are based on the cost price at the time of the quotation or order confirmation, on the Other Parties implementation conditions as known to N.D.S. and on an uninterrupted manufacturing process. If any cost price components, such as the prices of materials, resources, parts and raw products, wages, social insurance contributions and governmental levies on which N.D.S. has based its cost price are raised before the agreement has been completely performed, N.D.S. will have the right to pass on the increase to the Other Party, without the Other Party having the right to dissolve the agreement for that reason, if the price rise is the result of a legal or statutory power or obligation, or its cause is found in an increase in the price of raw products, wages, etc. or on other grounds that could not reasonably have been foreseen when the agreement was concluded.
- 4.3** If the prices for performing the agreement are raised after the agreement has been concluded and before N.D.S. has fully met its obligations under the agreement, N.D.S. will have the right to adapt its prices accordingly if and to the extent that two months have elapsed following formation of the agreement.
- 4.4** N.D.S. has the right to charge separately for additional work that it has performed, even if the order for this has not been issued in writing and the price of this has not been agreed in writing.
- 4.5** If the price rise other than as a consequence of a contractual amendment exceeds 10% and is introduced within three months of entering into the contract, the Other Party with a right to invoke the provisions of title 5, part 3 of Book 6 of the Netherlands Civil Code is entitled to dissolve the contract by means of a written declaration to that effect unless N.D.S. is in that case willing to execute the contract on the basis of what was originally agreed or if the price rise is based on an authority or legal obligation of N.D.S. or if it has been stipulated that delivery will take place longer than three months after the purchase.
- 4.6** N.D.S.'s prices are also based on installation on a predetermined date being able to take place without delay.

Article 5. Packaging

5.1 N.D.S. will include the price of packaging goods prior to shipment in the Netherlands in the sales price; this to be done as economically as possible for N.D.S.

5.2 If the Other Party requires different packagings, a charge will be made for these packagings.

Article 6. Implementation.

6.1 Catalogues and prospectuses and the descriptions, qualities, weights and similar data that they contain are subject to contract.

6.2 Specifications such as those given in the data sheets of N.D.S. are subject to change without notice being given by N.D.S. and are not binding to N.D.S.

6.3 N.D.S. has the right to make use of subcontractors of its own choice for the installation or repairs, without requiring the express written consent of the Other Party.

6.4 If it has been agreed that N.D.S. will attend to the installation of the products being delivered, the Other Party will be required to put the necessary facilities for this purpose in place at his own expense and in accordance with the instructions of N.D.S. Costs incurred by N.D.S. as a result of a failure to correctly following the instructions referred to above will be charged by N.D.S. to the Other Party.

6.5 During performance of the agreement, the Other Party will be required by N.D.S. to do everything that can reasonably be considered necessary or desirable to facilitate timely delivery by N.D.S.; to this end the Other Party shall in all cases:

a) ensure that N.D.S. can carry out its work without disruption and at the agreed time, and that during the implementation of its activities N.D.S. will have the required facilities at its disposal.

b) collect the goods to be supplied by N.D.S. on the first request of N.D.S. or, if delivery to the Other Party's address has been agreed, take receipt of the deliverable goods, and

c) Answer any questions asked by N.D.S. without delay.

6.6 If the Other Party fails to meet his obligations to N.D.S. as specified in the above paragraphs, or if the Other Party otherwise fails to meet his obligations, N.D.S. will have the right to immediately suspend its compliance with the agreement or to dissolve or amend the agreement in full or in part.

Article 7. Delivery and amendments to the agreement.

7.1 The goods to be delivered by N.D.S. will be deemed to have been delivered as soon as receipt has been taken of them by the Other Party or a representative of the Other Party.

7.2 The delivery time agreed between N.D.S. and the Other Party will commence once agreement has been reached on all technical details, the payment conditions have been met and the order confirmation signed by the Other Party and work drawings have been returned.

7.3 If the delivery time is exceeded this will not give the Other Party the right to any compensation for damages or to suspend compliance with any of his obligations under the agreement. Furthermore, the mere expiry of the delivery time and/or the implementation period will not constitute default on the part of N.D.S. In the event of a deadline being exceeded, the Other Party must therefore issue N.D.S. with a written notice of default. N.D.S. will in that case be offered a reasonable period of time in which to perform the agreement.

7.4 The delivery time will in all cases be extended by the time for which the performance of the agreement is delayed by force majeure.

7.5 Delivery and prices are ex-works unless otherwise agreed in writing. The Other Party is obliged to accept goods at the time at which they are made available to him. If Other Party refuses to take delivery or fails to provide information or instructions required for the delivery, N.D.S. will in that case be entitled to store the items at Other Party's expense and risk.

7.6 N.D.S. has the right to deliver in batches. For the purpose of these conditions, each batch delivery is deemed to be a separate delivery and can therefore be invoiced separately.

7.7 If the contract is being executed in stages, N.D.S. reserves the right to suspend execution of the components forming part of a subsequent stage until the Other Party has approved the results of the preceding stage in writing.

7.8 N.D.S. accepts no liability whatsoever for the delivery time being exceeded, and this will therefore not confer any right to compensation for damages unless otherwise agreed in writing.

7.9 If the Other Party asks for the goods to be delivered in a manner other than that provided for in paragraph 3, N.D.S. will in that case charge the Other Party with the related costs.

7:10 If during the execution of the contract it becomes apparent that it is necessary to make amendments or additions to the contract so that it can be correctly executed, the parties shall adapt or amend the contract under consultation. If the nature, scope or content of the contract is altered, whether or not at the request or on the instructions of the Other Party, the competent authorities, etc., and the contract is thus altered terms of its quality and/or quantity, this may also have implications for what was originally agreed. The originally agreed price may be increased or reduced for that reason. N.D.S. will in that case provide a price indication in advance wherever possible. An amendment to the contract may also result in a change to the originally indicated time of execution. The Other Party accepts the possibility of amendment to the contract, including the change to the price and execution period.

7:11 If the contract is amended, including an addition, N.D.S. will be entitled to suspend its implementation until the amendment has been approved by the authorized person of N.D.S. and the Other Party has approved the price and other conditions indicated for performance

of the agreement, including the time at which the agreement is to be implemented in that case. Failure to implement the amended contract or to do so immediately will not constitute a breach of contract on the part of N.D.S. and neither will this constitute a reason for the Other Party to terminate the agreement. N.D.S. shall in that case, without being in default, be entitled to reject requests to amend the agreement if this request potentially affects the work to be carried out or the goods to be supplied within that framework in terms of quality and/or quantity.

7:12 If the Other Party fails to properly meet his obligations to N.D.S., the Other Party will be liable for all losses (including costs) suffered by N.D.S. as a direct or indirect consequence.

Article 8. Shipment.

8.1 The shipment of goods will in principle be paid for by the Other Party. Unless expressly otherwise agreed that the shipment costs will be paid by N.D.S., shipment will be carried out in the most cost-effective manner. If another shipment method is used on the Other Party's request, the Other Party will defray any additional costs thus incurred.

Article 9. Risk and transfer of ownership.

9.1 The risk of the goods to be supplied by N.D.S. will be borne by the Other Party from the time at which the goods are deemed to have been delivered as provided for in Article 7.1.

9.2 All goods delivered by N.D.S. remain the property of N.D.S. until the time of full payment of all that which is owed to N.D.S. by the Other Party in connection with the underlying agreement, including damages, costs and interest.

9.3 N.D.S. reserves the right at all times to repossess the goods it has delivered or to have this done by others. The buyer is not permitted to resell the goods delivered by N.D.S. which are subject to a retention of title, and nor may they be used as a means of payment under any circumstances. The Other Party is not authorized to pledge or encumber the goods covered by retention of title. The buyer is also obliged to immediately inform N.D.S. in writing if third parties wish to invoke rights relating to the goods subject according to this Article to retention of title, and to cooperate in full with all reasonable measures taken by N.D.S. to protect and guarantee its rights of ownership regarding these goods.

9.4 Until the time at which the Other Party has met all of his obligations under the agreement in full, especially the payment of outstanding invoices, interest and costs, N.D.S. will have the right to retain all goods of the Other Party (right of retention), also in the event of bankruptcy or suspension of payment.

9.5 The Other Party undertakes to insure goods delivered under retention of title and to keep them insured against fire, explosion and water damage and against theft and to issue the insurance policy for inspection on the first request of N.D.S. to that effect. In the event of an insurance pay-out being made N.D.S. will be entitled to receive the amounts concerned. The Other Party undertakes, where necessary, now for then, to cooperate with all that which is or proves to be necessary or desirable in this context.

9.6 In the event of N.D.S. wishing to exercise its property rights as provided for in this article, the Other Party hereby gives unconditional and irrevocable permission, now for then, for N.D.S. or third parties engaged by N.D.S. to enter the places where the property of N.D.S. is located and to repossess that property.

Article 10. Payment.

10.1 Payment must be made within 30 days of the invoice date, without any deduction, discount or suspension, to a bank account designated by N.D.S. unless written agreement to the contrary has been made.

10.2 N.D.S. has the right at all times, before the delivery takes place or in order to continue the delivery, to require the Other Party to furnish security (or additional security) for the meeting of his payment obligations. If the security becomes insufficient at a later date, the Other Party will supplement the amount to sufficient security on the first request of N.D.S. In the case of payment in batches, N.D.S. also has the right, following delivery of the first batch, in addition to payment of this batch, also to require payment for the costs incurred for the entire delivery.

10.3 The Other Party relinquish all rights to set off any mutually owed amounts.

10.4 If the Other Party fails to pay any amount owed in accordance with the above, he will be deemed to be in default by operation of law without any further notice of default being required. In that case, all other claims of N.D.S. on the Other Party shall become immediately due and payable and the Other Party shall be held in default with regard to those claims with immediate effect. With effect from the date on which the Other Party is in default, he will be liable to N.D.S. for delay interest of 2% a month, where part of a month will be deemed to be a whole month.

10.5 If a default situation arises as provided for in Article 11 below, N.D.S. is entitled and authorised to immediately suspend its performance of the agreement and to discontinue it until the Other Party has met all of his outstanding financial obligations.

10.6 N.D.S. is entitled to have payments made by the Other Party extend first to payment of costs, then to outstanding interest and finally the principal amount and the current interest.

10.7 All judicial and extrajudicial costs related to the collection of any claim on the Other Party, arising from or otherwise related to the agreement, will be borne by the Other Party with the addition of interest and advances paid and payable tax, without prejudice to the right of N.D.S. to claim the collection costs actually incurred. All payments, regardless of their nature, will be deemed to have been paid to pay the outstanding interest and costs and then to the payment of the oldest outstanding invoice.

10.8 In the event of disputes arising, either about the amount charged to the Other Party or about the soundness of the goods delivered, the Other Party will be obliged on the first request to this effect to furnish security for full compliance with his payment obligations, with the addition of interest and costs, by means of the most favourable bank guarantee that can be issued to N.D.S.

10.9 If N.D.S. is forced to pass on its claim for collection, all costs thus incurred, apart from and without prejudice to its other claims for compensation for damages, will be borne by the Other Party, including judicial and extrajudicial costs, the latter being a fixed amount of 15% of the payable amount with a minimum of € 750.00. If N.D.S. is the successful party in legal proceedings, all costs actually incurred by N.D.S. in connection with these proceedings will be borne by the Other Party.

Article 11. Force majeure.

11.1 N.D.S., is not obliged to meet any obligation to the Other Party if prevented from doing so as a result of a circumstance that is beyond its control and for which it cannot be held accountable by virtue of the law, a juristic act or generally accepted views.

11.2 In these general conditions, force majeure is defined, in addition to that which is deemed as such by law and legal precedent, as all circumstances, foreseen or unforeseen, that are beyond the control of N.D.S. but which prevent N.D.S. from meeting its obligations, including strikes at the company of N.D.S., including third-parties. N.D.S. is also entitled to invoke force majeure if the circumstance preventing compliance or further compliance with the agreement occurs after N.D.S. should have met its obligations.

11.3 Force majeure is defined, but not exclusively, as follows: war, disturbances and hostilities of any nature whatsoever, blockade, boycott, natural disasters, epidemics, lack of commodities, obstruction and interruption of transport facilities, import or export restrictions or bans, hindrances caused by measures, laws or decisions of international, national and regional (governmental) bodies.

11.4 N.D.S. can suspend its contractual obligations during the period of force majeure. If the period of force majeure lasts for longer than two months, either party shall be entitled to dissolve the contract without being obliged to pay any compensation for damages to the other party.

11.5 If N.D.S. has already partly met or will partly meet its contractual obligations when the period of force majeure begins and independent value can be attached to the obligations complied with or to be complied, N.D.S. reserves the right to separately charge for the obligations already complied with or to be complied with. The Other Party is obliged to pay that invoice as though it were for a separate contract.

Article 12. Guarantee

12.1 N.D.S. guarantees the soundness of the materials it has processed and for the correct installation of its products, subject to the proviso that the guarantee consists exclusively to the obligation to replace or repair the delivered product, this to be decided at its own discretion and during the guarantee period agreed in the order. If the guarantee issued by N.D.S. concerns goods that have been produced by a third party, the guarantee shall be limited to that issued by the producer of the goods unless statement is made to the contrary.

12.2 With regard to the details, measurements, colour fastness and so on laid down in the quotation or forming part of Article 2 of these general conditions and issued by N.D.S. the Other Party must take account of the usual margins and minor modifications in the goods delivered by N.D.S.

12.3 The goods delivered by N.D.S. may therefore differ from the description given in the order confirmation if and insofar as the differences are small differences in measurements and minor modifications. This will not give the Other Party any grounds to dissolve the contract or to claim compensation for damages.

12.4 All entitlement to guarantee shall be null and void if:

- the delivered goods are modified or processed by the Other Party or by third parties. If modifications are necessary, the Other Party must request approval before making them, on penalty of the guarantee being null and void
- the instructions given by N.D.S. concerning the usage, storage, placement, etc., of the delivered products are not strictly complied with
- the delivered products are damaged due to lack of care or an accident
- complaints concerning the functioning or hidden defects have not reached N.D.S. within the guarantee term
- the cause of the defects cannot be clearly demonstrated.

12.5 Nor will the Other Party have any claim on the guarantee if the defect is caused by or is the result of circumstances beyond the control of N.D.S., including weather conditions (such as but not limited to extreme rainfall or temperatures), etc. or has been caused by weathering and/or normal wear and tear.

12.6 N.D.S. is not under any circumstances obliged to pay compensation for the incorrect or inadequate performance of the order or for damages resulting from the incorrect operation of the goods delivered and/or installed by N.D.S., other than in cases of intentional act, gross negligence or serious omission on the part of N.D.S.

12.7 The Other Parties undertake to indemnify N.D.S. against all claims that third parties could make against it with regard to the goods delivered and/or installed by N.D.S.

12.8 If N.D.S. it is necessary for N.D.S. to establish the nature and extent of the loss on site, the related costs will be charged to the Other Party unless a guarantee has been given.

12.9 The guarantee is applicable to articles intended for use in the Netherlands. If the goods are used outside of the Netherlands the Other Party should himself verify whether they are suitable for usage there and meet the conditions set for them there. In that case N.D.S. may impose other guarantee and other conditions with regard to the goods to be delivered or work to be carried out.

12:10 If it is established that goods are defective and a complaint has been lodged on time, N.D.S. will repair or arrange the repair of the goods or pay compensation instead to the Other Party within a reasonable period following the return of the goods or, if return is not

reasonably possible, written notification of the defect by the Other Party, to be decided at the discretion of N.D.S. In the event of the goods being replaced the Other Party will be obliged to return the replaced goods to N.D.S. and transfer their ownership to N.D.S. unless N.D.S. indicates to the contrary.

12:11 Following expiry of the guarantee period all costs of repair or replacement, including administrative, shipment and call-out costs, shall be charged to the Other Party.

Article 13. Complaints.

13.1 Complaints concerning the implementation of the work carried out by N.D.S. must be made in writing within 14 days of the completion of the work, in the absence of which all claims against N.D.S. will be null and void.

13.2 Complaints concerning damage to the goods delivered by N.D.S. must be reported in the waybill and confirmed in writing to N.D.S. within 14 days of delivery, in the absence of which all claims against N.D.S. will be null and void.

13.3 Complaints concerning defects that are not outwardly apparent on delivery and which manifest themselves within the guarantee period stipulated in the order must be made in writing by registered mail within 8 days of these defects being established, stating the date of delivery and the waybill number, also giving a detailed explanation of the defect, in the absence of which all claims against N.D.S. will be null and void.

13.4 The invoices sent by N.D.S. to the Other Party will be deemed to have been approved unless the Other Party has disputed them within 8 days of the date of dispatch.

13.5 Submitted claims do not suspend the Other Party's payment obligations.

13.6 The Other Party must give N.D.S. the opportunity to investigate the complaint.

13.7 Goods may only be returned with the prior approval of N.D.S. unless agreement to the contrary has been made.

13.8 In the event of a demonstrably well-founded complaint on the part of the Other Party, N.D.S. will decide at its own discretion whether to repair or replace the parts or goods to which the complaint relates.

13.9 The services and goods provided by N.D.S. will in all cases be deemed to be sound if the Other Party has taken the goods or some of them into use, has processed or treated them, delivered them to third parties or had them taken into use, had them processed or treated or had them delivered to third parties.

Article 14. Liability

14.1 The liability of N.D.S. in connection with defects in the goods it has delivered and completed work is limited to compliance with guarantee as provided for in the previous article.

14.2 N.D.S. can be held liable exclusively for losses caused as a result of defects in the goods it has delivered and the repairs or other work it has carried out if and to the extent that the loss was caused by intentional act or omission or gross negligence by itself or its employees. Other than the above, all liability of N.D.S. for damages related to the performance of the agreement is excluded. N.D.S. cannot be held liable for losses of any nature whatsoever caused by N.D.S. assuming incorrect and/or incomplete information provided by or on behalf of the Other Party.

14.3 Other than in cases of intentional acts or omissions on the part of N.D.S., liability for loss of earnings, consequently or indirect losses, including consequential losses, loss of income, missed savings and losses caused by business stagnation are excluded at all times.

14.4 N.D.S. is exclusively liable for direct losses. Direct losses are exclusively defined as the reasonable costs involved in establishing the cause and extent of the loss insofar as this relates to losses within the meaning of these conditions, any reasonable costs incurred in having the faulty performance of N.D.S. meet the contractual provisions, insofar as they can be attributed to N.D.S. and reasonable costs incurred for the prevention or limitation of losses, provided that the Other Party demonstrates that these costs have led to the direct loss within the meaning of these general conditions being limited.

14.5 In all cases where N.D.S. is obliged to pay compensation for damages, those damages shall never exceed either - to be decided at its own discretion - the invoiced value of the delivered goods or completed work, which or in relation to which the loss has been caused or, if the loss is covered by the insurance of N.D.S., the amount actually paid out by the insurer in the relevant case.

14.6 The limitations of liability set out in these conditions are not applicable in cases where the loss can be attributed to intentional act or omission or gross negligence on the part of N.D.S. or its managerial subordinates.

14.7 The employees of N.D.S. or auxiliary persons engaged by N.D.S. for the performance of the agreement can invoke against the Other Party all defences that can be derived from the agreement as though they were themselves a party to that agreement.

14.8 All claims for damages against N.D.S. shall be void after the lapse of one year from the date that the claim arose.

14.9 The Other Party shall indemnify N.D.S., its employees and auxiliary persons it engages for the execution of the agreement against all claims of third parties in respect of N.D.S.'s execution of the contract insofar as those claims are additional to or different from those which accrue to the Other Party in respect of N.D.S.

14:10 If a maintenance contract is not concluded within one year of installation, all liability and rights granted by N.D.S. to the Other Party will be null and void.

14:11 The Other Party guarantees that the drawings, calculations, designs, materials, samples, models and all other articles produced by him or on his behalf are not encumbered by any rights of ownership whatsoever that can be invoked by third parties. The Other Party therefore indemnifies N.D.S. against claims of third parties in that regard, without project to the right of N.D.S. to claim compensation for damages from the Other Party.

14:12 The Other Party indemnifies N.D.S. against all liability concerning product liability resulting from a defect in a product that was delivered by the Other Party to a third party and that (also) comprised products and/or materials delivered by N.D.S.

Article 15. Suspension, dissolution and premature termination of the agreement / cancellation.

15.1 N.D.S. is authorized to suspend compliance with its obligations or to dissolve the contract if:

- a) the Other Party fails to meet its contractual obligations or meet them in full or on time;
- b) after concluding the agreement, N.D.S. becomes aware of circumstances that give it good grounds to presume that the Other Party will not meet his obligations;
- c) upon entering into the contract the Other Party was required to furnish security for meeting its contractual obligations and has failed to provide that or sufficient security;
- d) if, owing to a delay on the part of the Other Party, N.D.S. can no longer be required to comply with the agreement under the originally agreed conditions.

15.2 N.D.S. is also authorized to dissolve the contract if circumstances arise that are of such a nature that compliance with the contract is no longer possible or if circumstances arise of such a nature that N.D.S. cannot reasonably be expected to maintain the contract in unamended form.

15.3 If the agreement is dissolved, the claims of N.D.S. on the Other Party shall become immediately due and payable. If N.D.S. suspends compliance with its obligations, it shall retain its claims by law and under the agreement.

15.4 If N.D.S. suspends or dissolves the agreement it will not in any way be obliged to compensate losses and costs, regardless of their cause.

15.5 If the dissolution can be attributed to the Other Party, N.D.S. will be entitled to compensation for the losses, including the costs, directly and indirectly thus caused.

15.6 If the contract is prematurely terminated by N.D.S., N.D.S. will see to it that the work that has yet to be completed is transferred to third parties in consultation with the Other Party. This will not apply if the termination can be attributed to the Other Party. If the transfer of the work causes N.D.S. to incur additional costs, these costs will be charged to the Other Party. The Other Party shall be obliged to pay these costs within the stipulated period unless N.D.S. gives indication to the contrary.

15.7 In the event of liquidation, suspension of payment (or an application to that effect) or bankruptcy, attachment – if and insofar as the attachment is not withdrawn within three months – on the part of the Other Party, or if debt rescheduling or another circumstance as a result of which the Other Party no longer has unfettered access to its assets, N.D.S. will be free to terminate the contract immediately and with direct effect to cancel the order or contract without being obliged in any way to pay any compensation for damages. The claims of N.D.S. on the Other Party will in that case become immediately due and payable.

15.8 An order of agreement may only be cancelled in full or in part by the Other Party with the written approval of N.D.S. In the event of cancellation as provided for above the Other Party will be liable to N.D.S. for the payment of:

- a) the selling price of the products that were ready at the time of cancellation;
- b) the direct and indirect costs incurred by N.D.S., with the addition of profits of the entire order with regard to products that were not yet ready at the time of cancellation.

15.9 If N.D.S. has already performed work for the execution of the agreement at the time of dissolution, that work and the related payment obligations shall not be subject to reversal.

Article 16. Industrial and commercial property rights.

16.1 N.D.S. reserves the rights and powers it is entitled to by virtue of the Copyright Act and other intellectual property legislation and regulations. N.D.S. is entitled to use information received through the implementation of the work for other purposes provided that doing so does not result in confidential information of the Other Party being disclosed to third parties.

16.2 Drawings, specifications and other documents accompanying an offer or relating to an order or contract of sale are and will remain the property of N.D.S. and may not, without the prior written consent of N.D.S., be publicised, copied, used, imitated in full or in part or issued to third parties. Nor may parts of the revealed technology be used for the Other Party to improve his own products.

16.3 The applicant, buyer and/or customer are responsible for losses suffered by or to be suffered by N.D.S. as a result of the above prohibition being violated. The documents referred to above must be returned to N.D.S. on first request.

Article 17. Prescription period.

17.1 Contrary to the statutory prescription period, the prescription period for all claims and defences in respect of N.D.S. and third parties engaged by N.D.S. for the implementation of a contract shall be one year.

Article 18. Indemnification.

18.1 The Other Party indemnifies N.D.S. against all claims of third parties who suffer losses related to the implementation of the agreement for which a party other than N.D.S. can be held accountable.

18.2 If N.D.S. is held accountable in this respect by third parties, the Other Party shall be obliged to assist N.D.S. both in and out of court and to do all that can be expected of him in that case without delay. If the Other Party fails to take adequate measures, N.D.S. will be entitled to take such measures himself without any notice of default being required. All costs and losses thus suffered by N.D.S. and third parties shall be fully at the expense and risk of the Other Party.

Article 19. Disputes and applicable law.

19.1 In the absence of mandatory rules of law to the contrary, the court in Lelystad, the Netherlands. has exclusive competent jurisdiction. N.D.S. is none the less entitled to refer the disputes to the court with competent jurisdiction. The parties shall not refer a matter to court until they have done their utmost to resolve the dispute in mutual consultation.

19.2 All agreements to which N.D.S. is a party under these General Conditions shall be governed exclusively by Dutch law, even if an obligation is implemented in full or in part abroad or if the other party to the legal relationship is domiciled abroad. The applicability of the Vienna Sales Convention is specifically excluded.

19.3 In view of the choice of law provided for in paragraph 1, these conditions have been drawn up in Dutch. In the event of any discrepancies between the Dutch text of these conditions and any translations thereof, the Dutch version will take precedence.

Article 20. Amendment and interpretation of the conditions.

20.1 These conditions have been filed at the Chamber of Commerce for Gooi-, Eem- en Flevoland in Almere, the Netherlands.

20.2 The most recently filed version or the version that was applicable at the time at which the legal relationship with N.D.S. was formed shall be applicable at all times.

20.3 These General Conditions are subject to amendments and additions. Any future amendments and additions will also be applicable to agreements that were formed prior to the date of the addition or amendment unless express agreement to the contrary has been made.