

Article 1: Applicability

- 1.1 These Terms and Conditions apply to all offers and to all agreements of purchase and sale or delivery of services made or entered into by Sismatec B.V.
- 1.2 In these Terms and Conditions, Sismatec B.V. is referred to as the Seller, while the other party is referred to as the Buyer.
- 1.3 Standard terms and conditions of the Buyer do not apply unless they have been accepted by the Seller in writing.

Article 2: Offers

- 2.1 All offers are without obligation unless explicitly stated otherwise.
- 2.2 The prices stated apply to delivery ex works, exclusive of VAT, unless agreed otherwise. The contents of leaflets, printed matter etc. are not binding on the Seller unless explicitly referred to in the agreement.

Article 3: Industrial and intellectual property rights

3. Unless agreed otherwise, the Seller retains the copyright and all other intellectual or industrial property rights to the designs, sketches, illustrations, drawings, models, software and quotations provided by it. These documents remain its property and may not be copied, shown to third parties or used in any other way without its express permission, regardless of whether the Buyer has been charged for this. The Buyer is obliged to return these goods to the Seller at the Seller's first request under penalty of a fine of € 1000 per day.

Article 4: Packaging

4. Necessary packaging is calculated at cost price and not taken back. The necessity of the use of packaging is at the discretion of the Seller.

Article 5: Advice

5. Information and advice provided by the Seller are only of a general nature and without obligation. This obviously does not apply to user manual and/or instructions.

Article 6: Agreements

- 6.1 Agreements, however named, are only concluded after explicit acceptance by the Seller. This explicit acceptance is apparent from the Seller's written confirmation, or from the fact that it performs the agreement.
- 6.2 Agreements with subordinate employees of the Seller shall not bind the latter insofar as they have not been confirmed by the Seller in writing. In this context, all employees who do not have power of procurator are to be regarded as subordinate personnel.

Article 7: Delivery time and place of delivery

- 7.1 Delivery shall take place ex works unless otherwise agreed. Delivery times are approximate.
- 7.2 The delivery time is set in the expectation that the Seller can continue to work as anticipated at the time of the offer and the goods and the necessary materials will be delivered to it on time. Exceeding the delivery time may only give rise to compensation if agreed in writing.
- 7.3 If, after the expiry of the delivery period, the goods have not been taken by the Buyer or cannot be delivered, the goods are at the disposal of the Buyer and are stored at their expense and risk.

Article 8: Impracticability of the assignment

- 8.1 If, after the conclusion of an agreement, it cannot be fulfilled by the Seller as a result of circumstances that were unknown to the Seller at the conclusion of the agreement, the Seller has the right to demand that the content of the agreement be changed in such a way that execution remains possible.
- 8.2 In addition, the Seller shall be entitled to suspend the fulfillment of its obligation and shall not be in default if it is temporarily prevented from fulfilling its obligations as a result of changes in circumstances that could not reasonably have been foreseen at the time the agreement was concluded and which are beyond its control.
- 8.3 Circumstances that cannot reasonably be expected and are beyond the Seller's sphere of influence shall also include the failure of the Seller's suppliers to meet their obligations, fire, strikes or work stoppages or the loss of the materials to be processed, import or trade bans.
- 8.4 No power to suspend the agreement exists if performance is permanently impossible or the temporary impossibility continues for more than six months, in which case the agreement between the parties shall be dissolved without either party being entitled to compensation for the damage suffered or to be suffered as a result of the dissolution.
- 8.5 If the Seller has partially fulfilled its obligation, it is entitled to a proportional part of the agreed price based on the work already carried out and the costs incurred.

Article 9: Modification of the assignment

- 9.1 All changes to the order, whether due to special order from the Buyer, or as a result of a change in the design or due to deviations from quantities, should be considered as additional work if more costs arise from this, and insofar as fewer costs arise as less work.
- 9.2 Additional work will be calculated on the basis of the price determining factors that apply at the time the additional work is carried out. Less work will be settled on the basis of the price determining factors applicable at the time the contract is concluded.

Article 10: Installation

- 10.1 Any installation work agreed in the purchase agreement will be carried out at the normally applicable rates. The personnel charged with installation shall be limited to the installation of the goods delivered by the Seller.
- 10.2 The Seller is not responsible for any installation work outside the scope of the order.

- 10.3 The Buyer must ensure that the Seller can carry out its work uninterrupted. To this end, the Buyer must ensure, among other things, that gas, water and electricity are present in the area in which the work is to be carried out and that the area is or can be heated.
- 10.4 If the installation cannot take place regularly and without interruption or is otherwise delayed due to causes not attributable to the Seller, the Seller is entitled to charge the resulting additional costs to the Buyer at the rate applicable at that time.
- 10.5 The Buyer is responsible for any unforeseen costs, in particular:
 - a) costs incurred because the installation cannot take place during normal day hours;
 - b) travel and accommodation costs that were not included in the price.
- 10.6 The Buyer must be present at the completion of the work and check that the work has been carried out properly.
- 10.7 Complaints after the departure of the installation personnel regarding the execution of the work or the duration thereof will not be processed unless the Buyer demonstrates that they could not reasonably have discovered a defect at the time the work was completed. In that case, the Buyer must submit a written complaint to the Seller within eight days of discovery of the defect and offer the Seller the opportunity to repair any defect, provided that the notification falls within the guarantee period. The Buyer will have to indicate what the defect is and when and how they have discovered the defect.

Article 11: Liability

- 11.1 The Seller is only liable for damage suffered by the Buyer, which is the direct and exclusive result of a shortcoming attributable to the Seller in the performance of the agreement concerned, on the understanding that only the amount of the damage that the insurer may payout or the amount for which the Seller should reasonably have been insured in view of the regulations applicable in the sector concerned is eligible for compensation. The following restrictions must be observed:
 - a) Not eligible for compensation is trading loss and/or consequential loss (business interruption, expenses, loss of income and the like), by whatever cause. If desired, the Buyer must take out insurance against this damage.
 - b) The Seller is not liable for any damage (whatsoever) caused by or during the installation of delivered goods or to goods on which work is being carried out or to goods which are located in the vicinity of the place of work, except and insofar as the Seller is insured for this.
 - c) The Seller is not liable for damage caused by intent or gross negligence on the part of auxiliary personnel
 - d) The Seller is not liable for damages caused by:
 - Incorrect compliance with the operating manual and/or instructions;
 - Incorrect use of the delivered goods or use for a purpose for which the goods are not suitable.
 - e) The damage to be compensated by the Seller shall at all times be limited to a maximum amount equal to the invoice amount in respect of the goods or services delivered or work performed by the Seller to which the liability relates.
- 11.2 The Buyer is liable for all damage as a result of loss, theft, fire or damage to the goods, tools and materials of the Seller as soon as these are on the premises of the Buyer, all this insofar as this cannot be attributed to a shortcoming on the part of the Seller.
- 11.3 From the moment of delivery of the goods, the Seller is indemnified by the Buyer against all claims from third parties, including payment of damages, regardless of whether the damage has arisen as a result of the composition and/or manufacturing errors or any other cause.

Article 12: Guarantee

- 12.1 The Seller guarantees the proper functionality of the goods with regard to construction and material, on the understanding that new parts will be delivered free of charge by the Seller for all parts that become defective during a period of one year after delivery or another period as much shorter as agreed due to insufficient construction and/or faulty material. In that case, the Seller becomes the owner of the parts to be replaced. Disassembly or assembly of these parts is at the expense of the Buyer unless otherwise agreed.
- 12.2 In the event of faulty delivery, the Seller has the right to fully credit the Buyer against the return of the faulty item or to repair the faulty item or to proceed to the redelivery of an item.
- 12.3 The Buyer must at all times offer the Seller the opportunity to repair any damage.
- 12.4 Damages caused by normal wear and tear, improper treatment or improper or incorrect maintenance or those that occur after alteration or repair made by or on behalf of the Buyer or by third parties, are not covered by the guarantee. Unless otherwise agreed, the guarantee conditions set by the factory shall apply to delivered articles in deviation from the above. If the factory does not provide a guarantee, the Seller will not provide a guarantee either. No guarantee is given for delivered articles which (mainly) were not new at the time of delivery.
- 12.5 The guarantee only applies if the Buyer has fulfilled all their obligations towards the Seller (both financially and otherwise), or has provided ample security for this.

Article 13: Transport

- 13.1 From the moment of shipment, all goods are at the expense and risk of the Buyer. Even if free of payment delivery has been agreed, the Buyer will be liable for all damage related to the transport. The Buyer must take out adequate insurance against this risk.

- 13.2 If an appeal to the provisions of Article 15.1 does not apply, the Seller shall never be obliged to pay further compensation than the amount that it can obtain from the carrier and/or insurer in connection with the loss or damage in the course of transport and shall, at the Buyer's request, assign its claim against the carrier or insurance company to the Buyer.

Article 14: Non-collected goods

- 14.1 If, despite the fact that the goods have been made available by the Seller, the Buyer does not collect the goods that the Seller has in its possession against payment of the amount owed, the Seller has the right to sell them (or have them sold) one month after the goods have been made available to the Buyer, after notice of default has been served on the Buyer, under the obligation to pay the proceeds to the Buyer, after deduction of the claims due to the Seller, including storage costs.

Article 15: Payment

- 15.1 Payment must be made at the Seller's office.
- 15.2 Unless otherwise agreed, payment must be received by the Seller within 14 days of the invoice date.
- 15.3 Expenses for the account of the Seller, advanced by the Buyer, will be deducted from the payment.
- 15.4 The Seller is always entitled, before delivering or proceeding with the delivery, to demand sufficient security from the Buyer for the fulfilment of the payment obligations. This provision shall also apply where credit is stipulated. Refusal by the Buyer to provide the required security gives the Seller the right to declare in writing that the agreement is considered dissolved, without prejudice to the Seller's right to compensation for expenses and loss of profit.
- 15.5 The Seller is also entitled, if the Buyer is in default with the fulfilment of their payment obligations, to suspend the delivery or work, even if a fixed delivery time has been agreed.
- 15.6 Regulations of any authority that prevent the use of the goods to be delivered or already delivered, do not change the payment obligations of the Buyer.
- 15.7 The Buyer's right to set off any claims they may have against the Seller is expressly excluded.
- 15.8 The entire purchase price is in any case immediately due and payable in the event of late payment of the agreed term on the due date, if the Buyer is declared bankrupt, files a petition for suspension of payment or legal restraint, if any attachment is levied on the Buyer's goods or claims of the Buyer, and if the Buyer dies, goes into liquidation, or is dissolved.
- 15.9 If the payment of an invoice sent has not taken place within 14 days of the invoice date, the Seller is entitled, after the expiry of the said period, to charge the Buyer compensation for loss of interest equal to the statutory interest, but with a minimum of 10%, whereby interest on part of a month is calculated as a full month.
- 15.10 In addition to the main claim and the interest, the Seller is also entitled to claim from the Buyer all extrajudicial costs caused by the non-payment or late payment. Extrajudicial costs are payable by the Buyer, in any case when the Seller has insured itself for the collection with the assistance of a third party. This will be calculated in accordance with the collection rate recommended by the Netherlands Bar Association in collection cases. The mere fact that the Seller has secured the assistance of a third party shows the size of and the obligation to pay the extrajudicial costs. If the Seller files for the Buyer's bankruptcy, the Buyer will owe the costs of the bankruptcy petition in addition to the principal sum, interest and extrajudicial costs.

Article 16: Complaints or grievances

- 16.1 The Buyer will be unable to invoke a defect in the performance if they have not protested in writing to the Seller in this respect within a reasonable time after they have discovered the defect or should reasonably have discovered it.
- 16.2 Reasonable time is understood to mean: within eight days after delivery of a work or after delivery of goods, or in the event that a defect has not yet been delivered, eight days after the Buyer has discovered a defect, whereby they must indicate in writing to the Seller what the defect is and when and how they have discovered the defect.
- 16.3 Complaints about invoices must be submitted in writing within eight days of receipt of the invoice.
- 16.4 The Buyer loses all rights and powers that were at their disposal on the grounds of defectiveness if they have not complained within the above-mentioned periods and/or have not given the Seller the opportunity to repair the defects.

Article 17: Price adjustment

- 17.1 The agreed prices are based on the costs of materials and wages valid on the day of the offer.
- 17.2 If and insofar as the period between the date of offer and delivery exceeds a period of six months and wages, the prices of materials and the like have changed during that period (including any exchange rate changes), the agreed price shall be adjusted proportionally. The payment of any additional price on the basis of this article shall be made at the same time as the principal sum or the last term thereof, as the case may be.

Article 18: Retention of title and pledge

- 18.1 The Buyer shall only become the owner of the goods delivered or to be delivered by the Seller under a suspensive condition. The Seller remains the owner of the goods delivered or to be delivered as long as the Buyer has not paid the Seller's claims relating to the agreement or a similar agreement, including claims relating to penalties, interest and costs.

- 18.2 As long as the Buyer has not paid the above claims, the Buyer is not entitled to establish a pledge or a non-possessory pledge on the goods delivered by the Seller and undertakes to declare to third parties who wish to establish such a right thereon, at the Seller's first request, that they are not authorised to establish a pledge. Furthermore, the Buyer undertakes not to sign any deed in which a pledge is established on the goods, in which case the Buyer would be guilty of embezzlement.
- 18.3 If, under the agreement, the Buyer fails to fulfil any obligation towards the Seller in respect of goods sold, the Seller shall be entitled to take back the goods without notice of default being required. The Buyer authorises the Seller to access the place where these goods are located.
- 18.4 As soon as the Buyer has fulfilled all their payment obligations under these and similar agreements, the Seller shall transfer ownership of the delivered goods to the Buyer, subject to the Seller's pledge, for the purpose of other claims the Seller has on the Buyer. The Buyer shall cooperate with the Seller at the Seller's first request in any actions required in that context.

Article 19: Dissolution

- 19.1 The agreement shall be dissolved in whole or in part by a written declaration of the person entitled to do so. Before the Buyer sends a written declaration of dissolution to the Seller, they shall at all times first give the Seller written notice of default and allow it a reasonable period to still fulfil its obligations or to repair shortcomings, which shortcomings must be accurately reported in writing by the Buyer.
- 19.2 The Buyer is not entitled to dissolve the agreement in whole or in part or to suspend their obligations if they were already in default with the fulfilment of their obligations.
- 19.3 If the Seller agrees to dissolution, without there being any negligence on its part, it is always entitled to compensation for all financial loss such as costs, lost profit and reasonable costs for determining damage and liability. In the event of partial dissolution, the Buyer cannot claim the undoing of work already performed by the Seller and the Seller is fully entitled to payment for the work already performed by it.

Article 20: Applicable law

- 20.1 All agreements are governed by Dutch law.
- 20.2 The provisions of the Vienna Sales Convention shall not apply, nor shall any future international regulation on the sale of movable tangible property whose effect can be excluded by the parties.
- 20.3 All disputes arising from offers and agreements, however named, shall be submitted to the ruling of the District Court in Almelo, unless statutory provisions dictate otherwise.

Article 21: Force Majeure

- 21.1 A party shall not be liable for any loss or damage suffered by the other party, directly or indirectly, from any failure or delay in delivering and/or performing under the Agreement that is caused by circumstances beyond that party's control, including but not limited to, fires, computer or telecommunications systems failures, floods, natural disasters, epidemics, war, riot, civil disturbances, terrorist acts, embargo, government regulations or restrictions of any and all kinds, expropriation of plant by any central, federal, regional or other state authority, interruptions of or delay in transportation, material shortages, power failures, inability to obtain materials and supplies, accidents, explosions, acts of God, or other causes of like or different character beyond that party's control ("force majeure event"). The party subject to such force majeure event shall immediately notify the other party in case of a force majeure event. The time for delivery and/or performance shall be extended during the continuance of such force majeure event and for a reasonable time thereafter. Seller shall have the right to adjust the Price if its cost of performing under this Agreement has increased during the continuance of such force majeure event and if the force majeure event continues for more than thirty (30) consecutive calendar days, Seller may terminate the Agreement and Buyer pays only for the Work that has been provided up to the termination date including any costs incurred by Seller through the termination date.