

General Conditions of delivery



General Conditions of Delivery of **Inther Logistics Engineering B.V.** (hereinafter '**Inther**'), as filed with the Chamber of Commerce.

Article 1. Applicability

1.1 These General Conditions apply to all current and future transactions, quotations, offers, assignments, work, orders, agreements and deliveries of goods and/or services by or on behalf of Inther.

1.2 Applicability of any General Terms and Conditions of the other party (hereinafter referred to as "Customer", regardless of whether there is already an Agreement) is expressly rejected.

1.3 The parties may only deviate from these General Conditions if they have expressly agreed so in writing.

1.4 Inther reserves the right to change these General Conditions in the interim, insofar as a change is not unreasonable. If the Customer does not object, stating reasons, in writing to Inther within two weeks of receiving a newer version of the General Conditions, the new General Conditions will replace the old ones.

Article 2. Offers and tenders

2.1 Offers and quotations by Inther are without obligation, unless expressly stated otherwise therein.

2.2 An offer or quotation which is not without obligation shall be valid for a maximum of 2 weeks, unless another acceptance period is stated in the offer or quotation.

2.3 Illustrations, drawings, measurements, weight statements, etc. accompanying an offer or quotation are for illustrative or approximate purposes unless Inther has expressly stated that they are to be regarded as an exact statement.

2.4 If Customer does not accept an offer or quotation within the applicable period, the offer or quotation shall lapse, unless otherwise agreed.

2.5 An acceptance by the Customer, which deviates from Inther's offer, counts as a rejection of that offer and as a new offer that does not bind Inther.

Article 3. Orders & commissions

3.1 Orders and notifications, including undertakings or further agreements given by one Party to the other Party shall only be binding on the Parties if they are made in writing and/or confirmed by an authorised person.

3.2 Orders and assignments communicated orally shall only be valid after written confirmation.

3.3 Inther may request confirmation of an order or instruction in writing. Until the order or instruction is confirmed by an authorised person, Inther is free to withdraw from negotiations without incurring additional costs.

Article 4. Payment

4.1 Unless otherwise stated or accepted by Inther in writing, Inther shall periodically invoice the costs of its services on the basis of the time actually spent on the order, at an hourly rate agreed with the Customer. If an hourly rate has not been expressly agreed with the Client, the hourly rate that Inther tends to charge to others shall apply, which shall be based on the rates stated on the most recent variant of the rate list in circulation. Half of the hourly rate will be charged per 30 minutes started. Inther is entitled to adjust the rates annually. Prior to their taking effect, Inther will notify Customer of the price adjustments insofar as this relates to current contracts.

4.2 All prices charged by Inther are in euros and are exclusive of VAT.

4.3 Unless expressly agreed otherwise, a period of thirty (30) days shall apply to the payment of Inther's invoices.

4.4 Unless expressly agreed otherwise, the payment schedule as contained in the latest variant of the tariff list in circulation shall apply.

4.5 If the delivery of the goods does not take place in accordance with the agreed delivery schedule at the Customer's request, full payment shall be made no later than 30 days after the original agreed delivery date - without prejudice to the other provisions of these terms and conditions - after deduction of any transport costs not yet due at that time and with the addition of any storage costs.

4.6 The Customer is not permitted to set off payment obligations to Inther in any way against a claim of the Customer against Inther or against any other claim.

4.7 The entire amount due shall be immediately due and payable in full if the agreed term is not paid on the due date, and furthermore if Customer becomes bankrupt, applies for a provisional suspension of payments, if any attachment is levied on Customer's goods, if Customer goes into liquidation, or is dissolved.

5.1 The delivery period commences on the day of the conclusion of the Agreement or, insofar as the following occurs later, on the day on which an agreed down payment has been paid in full and information relevant for the execution of the Agreement to be provided by Customer has been received.

5.2 Agreed delivery times are always approximate for Inther. Exceeding the delivery time is never to be regarded as exceeding a strict deadline.

5.3 Inther is authorised to make partial deliveries, as well as to deliver any work to be carried out in parts, unless expressly agreed otherwise.

5.4 Delivery of goods, unless otherwise agreed, takes place at the time the goods are handed over to Customer or delivered to Customer by Inther or a delivery driver/carrier designated by Inther. The goods are then at the Customer's risk.

5.5 After delivery has taken place, Inther shall present Customer with a delivery/work order, which Customer should sign. If the Customer does not wish to accept the delivery or the work carried out in full, this must state exhaustively which parts are subject to objections. The relevant delivery note/work order shall serve as proof between parties of what is considered delivered or performed.

Article 6. Retention of title

6.1 Unless otherwise agreed, all goods delivered by Inther remain the property of Inther until such time as the Customer has fully discharged all his payment obligations to Inther under any agreement concluded with Inther for the delivery of goods or the performance of work or services, including claims relating to failure to perform such an agreement.

6.2 If the Customer fails to meet his payment obligation(s) to Inther or if Inther has reasonable grounds to fear that the Customer will fail to meet these obligations, Inther is entitled to take back the goods delivered under retention of title.

6.3 As long as ownership of the delivered goods has not been transferred to Customer, Customer may not pledge the goods or grant a third party any other right thereto. The Customer is also not allowed to process or assemble the delivered goods in the broadest sense of the word as long as ownership has not been transferred, unless expressly agreed otherwise.

6.4 The Customer is obliged to keep the goods delivered under retention of title with due care and as recognisable property of Inther. The Customer is obliged to insure the goods against fire, explosion and water damage as well as theft or embezzlement for the duration of the retention of title and to make the policies of these insurances available to Inther for inspection on first demand.

Article 7. Provision of information by Customer

7.1 The Customer is obliged to make all data and documents required by Inther for the correct performance of the Agreement available in good time in the form and manner requested by Inther.

7.2 The Customer guarantees the accuracy, completeness and reliability of the data made available to Inther. Inther is not obliged to check this independently, even if this data comes from third parties.

7.3 If Customer provides delayed and/or incomplete data and Inther has to make an extra effort as a result, Inther may charge that effort to Customer.

Article 8. Customer obligations

8.1 In order to perform the Agreement, in addition to the obligations included in the other articles of these General Conditions, the customer must fulfil a number of special obligations. These obligations are essential for Inther's performance. If Inther is prevented from fulfilling the obligations it has entered into because the Customer fails to fulfil the obligations set out here, no claim can be made against Inther on any grounds whatsoever.

8.2 To ensure the proper functioning of the system, the Customer must ensure an uninterrupted power supply. Customer shall also take care to prevent static charging of devices, peripherals and other hardware.

8.3 In order for Inther to adequately perform services, the Customer must ensure a working VPN connection for installation.

Article 9. Performance of agreed services

9.1 Inther shall perform the agreed services to the best of its knowledge and ability and in accordance with the requirements of good workmanship.

9.2 Inther is entitled, with prior notice, to have the agreed service provision (in part) carried out by third parties.

9.3 The performance of the agreed services shall take place by mutual agreement and upon written agreement.

10. Confidentiality

10.1 Customer may have access to certain proprietary and confidential information of Inther, its Customers and business partners. Therefore, Customer declares that it agrees to treat this information as confidential and under no circumstances, except for the performance of this Agreement, to use or disclose it to third parties. All pre-existing confidentiality agreements between Inther and Customer remain in full force and effect. Customer undertakes to indemnify Inther for all damages and costs arising from a breach of its confidentiality obligation.

Article 11. Force majeure

11.1 Force majeure means the situation where a failure to perform an obligation under an Agreement cannot be attributed to a party because performance of the Agreement is temporarily or permanently impossible as a result of circumstances which, according to the law, legal act or common traffic opinion, are not for the account or risk of the party obliged to perform.

11.2 Force majeure shall in any case not include: lack of personnel, strikes, illness of personnel, foreseeable liquidity or solvency problems on the part of one of the parties or failure of third parties engaged by it.

11.3 In the event of force majeure, the parties' performance of the relevant obligation(s) arising from the Agreement shall be suspended in full or in part for the duration of such force majeure without the parties being mutually obliged to pay any compensation in that respect. The party that is unable to perform on time due to force majeure or foresees this, shall be entitled to invoke force majeure if it notifies the other party in writing within a reasonable period, preferably within one week, after the force majeure situation occurs, after the force majeure situation becomes known, or if it appears that the force majeure situation affects the Agreement.

11.4 The party invoking force majeure undertakes - as far as it is in its power - to remove or cause to be removed any cause of force majeure as soon as possible.

11.5 If any party is permanently unable to perform due to force majeure, the party against whom force majeure is

invoked may terminate the Agreement in writing in whole or in part, without being liable to pay any compensation.

Article 12. Liability

12.1 Except in cases of gross negligence or intent, Inther shall not be liable for direct damage or costs.

12.2 Direct damage within the meaning of the previous paragraph is all damage reasonably foreseeable when entering into and/or performing the Agreement or at the time of performance. Direct damage means:

- a. material damage/ property damage;
- b. reasonable costs incurred to prevent or limit damage that can be expected as a result of the event on which the liability is based;
- c. reasonable costs incurred to determine the cause of damage, the liability, the direct damage and the method of repair.

12.3 Inther shall not be liable for any consequential and/or indirect damage or loss (including loss of income, profit, reputation, or loss of an opportunity) or other indirect damage, even if Inther knew that such damage or loss may occur.

12.4 If Inther, on the basis of facts and/or circumstances known to it at the time, proceeds in good faith to exercise a right of suspension or right of dissolution, while it is subsequently irrevocably established that the exercise of such a right was wrongly made, this does not give rise to any liability on the part of Inther and Inther is not obliged to make any compensation for damages.

12.5 Without prejudice to the foregoing provisions, liability is limited to an amount of EUR 2.5 million per event, unless the parties have agreed otherwise in the Agreement. Connected events are thereby considered as one event.

12.6 If the limitations of liability do not apply to third parties, the Customer is obliged to indemnify and hold Inther harmless from claims for damages, on whatever account, which third parties may make against Inther in connection with the execution of the Agreement, or any other related Agreement.

Article 13. Warranty

13.1 The warranty period for goods manufactured by Inther itself is in principle 6 months and commences on delivery,

General Conditions of delivery



generally but not necessarily coinciding with the commissioning of the system.

13.2 For any part not manufactured by Inther, the manufacturer's guarantee period shall apply. Where Inther does not have recourse to the manufacturer's guarantee period, there is also no recourse by the Customer against Inther.

13.3 Customer can request from Inther which parts are from other manufacturers.

13.4 The guarantee does not apply:

- In case of improper use or in case of causes other than material or manufacturing defects;
- In case of normal wear and tear
- In case damage has occurred as a result of accidents, modifications made to the product or complementary parts, as well as when the cause of the defect cannot be clearly determined.

13.5 The risk of loss, damage or theft of the products that are the subject of an Agreement between the parties shall pass to Customer at the moment they are legally and/or actually delivered, or at least come under the control of Customer or of a third party that takes delivery of the product on behalf of Customer.

Article 14. Intellectual property rights

14.1 Inther retains all intellectual property rights (including, but not exhaustively: copyright, patent right, trademark right, drawing and model right) to all designs, drawings, writings, carriers with data or other information, offers, images, sketches, models, models, etc., unless the parties have agreed otherwise in writing.

14.2 Customer may not copy, display and/or make available to third parties or otherwise use said intellectual property rights (or have them copied) without Inther's prior written consent.

Article 15. Nullity or voidability

15.1 If one or more provisions of these General Conditions appear to be null and void, are annulled or otherwise lose their validity, the other provisions of these General Conditions will remain in force as much as possible, insofar as this is in line with the purport of the General Conditions. The parties will furthermore consult on provisions that have lost their legal validity on one of the aforementioned

grounds, in order to reach a replacement arrangement that maintains the purport of these General Conditions as much as possible.

Article 16. Choice of forum and choice of law

16.1 Dutch law shall apply exclusively to all requests, offers, order orders, the manner in which agreements are concluded as well as to the content and resulting performance of those agreements.

16.2 All disputes - including those which are only considered as such by one of the parties - which may arise between the parties as a result of the matters referred to in the first paragraph of this article, and all other matters relating to these General Conditions or any further Agreement shall be submitted to the exclusively competent court in Limburg, the Netherlands.

16.3 Before applying the provisions of paragraph 2 of this article, the party intending to do so shall notify the other party in writing that a dispute exists. The parties shall thereafter enter into consultations to try to find an amicable solution, unless it is evident that a dispute exists and consultation and/or amicable solutions are unlikely to be possible. The parties shall have an internal escalation procedure or shall ensure that one is established. If such a settlement has proved impossible, each of the parties shall be entitled to apply the provisions of paragraph 2 of this article at any time it wishes.

Article 17. Other provisions

17.1 Words indicating the singular will also include the plural and vice versa. Words indicating a gender may also indicate another gender.

17.2 Headings above articles serve only for better readability of the Agreement and do not affect the content and interpretation of the Agreement.

17.3 Various translations of these General Conditions may be in circulation. In case of difference between the English text of these General Conditions and the text in another language, only the English text shall apply.