



Terms of delivery of **Inther Logistics Engineering B.V.**, as registered with the Chamber of Commerce on the 1st of January, 2018.

### 1. Validity

These terms of delivery apply to all current and future transactions, proposals, orders, agreements and executions between Inther Logistics Engineering BV, De Amfoor 15, 5807 GW Venray (NL) – hereafter to be named 'Inther' - and the customer, also if possible commercial conditions of the customer deviate from this. Silence on the commercial conditions of the customer can never be explained as permission of Inther.

### 2. Delivery scope

(Substantial) activities not specified in the proposal of offer are not part of the delivery scope. Inther is by all means prepared to advise in yet unknown necessary activities and to carry them out, if possible.

### 3. Proprietary rights

The delivery scope of Inther, such as goods, systems and activities, remain emphatically property of Inther, until full payment for all referring to the delivery scope at issue has been received.

Inther remains the right to claim the delivery scope until full payment has been received.

### 4. User rights

Run-time images are supplied to the customer; the source code is not part of the delivery scope. Inther allows the customer to use the software as described in the offer or proposal; use is unlimited in time. Duplication, passing through, rental or making the software public to third parties is not allowed.

### 5. Copyright

The text of the offer, drawings, budgets, plans, catalogues and other documents merely contain know-how, expertise and development work of Inther. All copyright and proprietary rights remain property of Inther. Documents and information of Inther may not be copied, duplicated or made available for other parties without explicit written permission of Inther.

Intellectual rights, knowledge, software listings, methods and techniques of all delivered applications, products, systems and software products (such as Inther LC and related software modules), remain property of Inther in all cases.

### 6. Acceptance

When the delivery scope is supplied, Inther indicates that the customer can accept the system. Not later than 4 weeks hereafter acceptance takes place. When the acceptance cannot take place due to reasons beyond responsibility of Inther, the acceptance is valid.

### 7. Conditions customer

By accepting the agreement the customer indicates to have sufficient relevant knowledge. The customer always provides Inther on time all helpful and necessary information, in order to prevent delay or extra costs in the execution. Customer is responsible for the appropriate use and application of hardware and computer programs in its organization, as well as the protection of data.

To ensure a correct functioning of the system, customer is to provide an Uninterruptible Power Supply (if applicable). Static electricity for computer peripherals and other hardware must be prevented.

### 8. Liability

The applicable results and use of studies, performed by Inther, and any given advises depend on many factors, beyond the influence of Inther. However Inther executes the order as good as possible and conform good craftsmanship, it cannot give warranty regarding the results of the studies and advises by Inther.

Inther is only liable for damages as a result of serious shortages in execution of the order as far as these could have been omitted, in case care, expertise and craftsmanship on the order were applied correctly. This liability is limited to the part of the honorarium over the last six months. Liability never exceeds the amount in the (main) order.

Pursued damage(s) such as loss in profit or damages, due to a disturbance in the production processes or hindrance of the operation, are excluded from all liability.

Liability does not apply for date related disturbances. In case of loss on (test-) data Inther's responsibility is limited to the corresponding data-carriers.



**9. Confidentiality**

Inther and its personnel are obliged to handle issues concerning products, company processes and computer data confidentially.

In case of confidentiality violation Inther is responsible, when Inther or one of its employees handles with serious negligence or on purpose. Claims against Inther staff are excluded as much as possible by law. Claims, excluded or limited as mentioned above, contain claims as a result of not allowed actions against employees of Inther.

**10. Personnel**

Customer is forbidden to hire personnel from Inther or from a company related to Inther, not sooner than two years after acceptance of the order. If it does so anyway, a punitive measurement of EUR 75 000 applies. Also customer is not allowed to hire an employee from Inther or from a company related to Inther within 6 months after this employee has left Inther; the same penalty as above holds.

**11. Pricing**

Inther is allowed to invoice additional costs to the customer, as a result of extra necessary activities caused beyond the responsibility of Inther.

All mentioned prices are excluding taxes and obligations (such as VAT). Prices apply maximally 12 weeks after date of proposal, unless mentioned otherwise. Costs occurred on border-crossing, import legislation's, and other necessary costs are for the customer. Unless agreed otherwise, following payment conditions apply.

Orders:

< € 10.000,-	100% on delivery
> € 10.000,- and < € 50.000,-	50% on order, 50% on delivery
> € 50.000,-	30 % on order 30 % on start installation 30 % on go-live 10 % on acceptance

Invoices are due according the payment conditions on the invoice. If not mentioned separately on the invoice, payment is due within 8 days. After the payment term a penalty of legal interest occurs. When the customer neglects payment, Inther is entitled to take back goods and/or services.

All costs in relation with court justice are for the customer. Collection charges are at least 15% of the amount due.

**12. Warranty**

The warranty period is 6 months and commences on start of operative use of the system. Components that have to be exchanged because of incorrect use are taken out of warranty, as well as functional disturbances caused by inappropriate use of the customer. Each component not manufactured by Inther has the warranty period from the original manufacturer. This warranty period commences on installation.

**13. Service**

Condition for an adequate submittal of service by Inther is the installation of a working VPN connection at the customer's site.

**14. Applicable justice**

On all agreements the Dutch legislation applies. All disputes arising from agreements where these terms of delivery apply are put in a jurisdictional area pointed out by Inther.

**15. Other**

Inther is allowed to change the contents of these terms of delivery without pre-announcement.



Terms of purchase of **Inther Logistics Engineering B.V.**, registered by the Chamber of Commerce on the 1st of January, 2018.

### 1. Validity

These terms of purchase apply to all current and future transactions, proposals, orders, agreements and implementations between the firm Inther Logistics Engineering B.V., De Amfoor 15, 5807GW Venray (NL) – called 'Inther' from now on – and the selling party – called supplier from now on -, they are also applicable when any general terms of the client, such as delivery or commercial conditions, deviate from this. A silence on the general terms of the client cannot be seen as a consent from Inther.

### 2. Order

Orders, agreements, changes and complements are only valid when there has been written communication. This also applies to orders which have been made by word of mouth; these will only be valid after a written confirmation. When no other terms have been defined for the order, the most recent rules on technique which apply to quality checks and norms (like DIN, ISO, VDE regulations, VDI norms, CE regulations, VDMA and FEM norms), will be applicable to the scope of delivery.

Orders which have not been further specified into size of investment are invalid. A request for a proposal can never be seen as an order. Inther can request a written agreement for a proposal. Inther is allowed to cancel the order when the supplier hasn't given a written agreement within two weeks after the request for such an agreement has been made, this is without any additional costs.

Without a written agreement from Inther it is not allowed to pass on the order to any third parties. If this is done, however, Inther will have the right to cancel the order or to claim a compensation because the order couldn't be fulfilled.

### 3. User rights of computer programs

At the delivery the supplier will give Inther either an integrated computer program, or a complete or adjusted computer program. This user right is transferable, unlimited in both time and place, provided with user manuals and documentation. Inther has the right to introduce changes and complements to the program, user manuals and documentation which can be passed on to third parties.

### 4. Information and usage of Inther materials

Pictures, drawings, texts, data, calculations, computer programs, files, models, tools and other goods (called "information" from now on) will remain property of Inther. Authentication and rights are provisional. Information is not accessible to third parties without a written permission from Inther and has to be returned as soon as possible when requested by Inther.

Material that is provided by Inther to finish a project will remain property of Inther.

### 5. Terms of delivery

Terms and conditions which have been agreed upon must be met. In case a delivery has been agreed upon without transportation, the supplier is obliged to have the goods available during normal office hours so they can be picked up.

Acquisition of the delivered goods will take place at a time which has been given by Inther. An acquisition encompasses, among other things, safety, functionality and completeness tests. Any other tests which have been agreed upon can also be performed. When any machine or authorized personnel is required for the acquisition, this will be part of the delivery.

When flaws or incompletenesses are discovered during the acquisition of a delivery, as a result of which a new acquisition test has to be performed, all extra costs which arise because of this will be charged to the supplier.

The supplier is only allowed to deviate from completeness and quantity of the delivery when Inther has given a written approval.

Any additional delivery costs which arise because of this will be charged to the supplier.

The packaging should be neat and complete. The supplier is responsible for all damages caused by incomplete packaging or packaging which isn't in accordance with the regulations of the shipping-agent. The packaging should be in accordance with all applicable environmental rules. At the request of Inther the supplier declares that he is willing to take the packaging material back and take it away.

The supplier should supply Inther with all documents and all other necessary documentation which are required for customs and other authorities.

## 6. Prices and payment terms

Unless stated otherwise, the prices which have been indicated in the orders are fixed and the “DDU goods” should be delivered at Inther or at an address specified by Inther. The invoice should be sent to Inther after the delivery; it cannot be included in the delivery. All the order data should be included in the invoice.

An invoice will occur within 30 (thirty) days of the reception of the invoice, unless another period has been agreed on. In case the delivery has a shortage or a flaw Inther has the right to stop the invoice for indefinite time. In this period prices can only be increased when Inther has given a written agreement in advance. The supplier is responsible for the scope of delivery until the delivery arrives at Inther or the alternative delivery address. Invoices from Inther don't mean a confirmation of the contractual agreed upon delivery.

For the duration of the warranty period Inther claims a safety amount of at least 10 (ten) % of the delivery size. This can be replaced by a bank guarantee if desired.

## 7. Time of delivery

In case a supplier cannot realize the time of delivery, Inther has the right to withdraw the order after a certain period. After withdrawing the order Inther also has the right to order a replacement at a third party. Any additional costs (e.g. for a new order) will be charged to the supplier. Furthermore, Inther will require a recompensation from the supplier because of its shortcoming; this also includes costs resulting from fines and cases where the customer won't pay.

Next to the costs which have been described in the previous paragraph, there will be additional costs for the supplier when an agreed upon delivery time is exceeded. These costs are a result of the late delivery. Per (started) week there will be a fine of 1% of the order size, with a maximum of 10%.

## 8. Warranty

The supplier warrants that the scope of delivery has the characteristics and the standards which satisfies the most recent rules on technique. When Inther provides the supplier with plans, drawings or materials, or so called “information” (see chapter 4), the supplier is obliged to check these on completeness and correctness.

The warranty period is 12 (twelve) months counting from the acquisition of the goods or the purchase of the goods by the end customer (in case of a later go-live of the system). The warranty period will start anew in case of a subsequent delivery or an upgrade. This is also applicable to the entire system when essential parts are newly delivered.

## 9. Assurance

The supplier is obliged to show Inther, when required, proof of a legal liability insurance of EUR 500.000,= per claim and a capital insurance of EUR 200.000,= per claim during the period of the delivery commitment.

## 10. Protection of rights

The supplier guarantees that the rights of third parties which concern the delivery will not be endangered. When Inther is held accountable for the violation of the rights of third parties, the supplier is obliged to free Inther of the accountability if requested. This encompasses all efforts and costs which have been made in court to free Inther of this accountability.

## 11. Secrecy

“Information” (see chapter 4) which is given by Inther to the supplier is not allowed to be made public for third parties. When this term is violated by the supplier, or by a body or person linked to the supplier, he/she is liable for a fine of EUR 50.000,= per violation.

## 12. Spare parts

The supplier is obliged to supply Inther with spare parts during the estimated period of use for a minimal period of 10 years. When the supplier decides to stop supplying certain parts, Inther will be given the possibility to place a final order.

## 13. Additional

The supplier can only use Inther as reference or “information” when a written agreement has been given beforehand.

The Dutch law is applicable to all agreements on which these terms of purchase are partly or fully applicable. All disputes which result from agreements on which these terms of purchase are partly or fully applicable, with exception to cases under authority of the cantonal judge, can only be settled by an authorized judge in the jurisdiction which Inther appoints.