

Terms of delivery of **Inther Logistics Engineering B.V.**, as registered with the Chamber of Commerce on the 1st of January, 2021.

### 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.