
GENERAL TERMS and CONDITIONS of SALE AND DELIVERY from ATD MACHINERY B.V.

Article 1 Definitions

- 1.1 In these General Terms and Conditions of Sale and Delivery, the following terms and phrases are defined as follows:
- ATD*: ATD Machinery B.V. is registered with the Chamber of Commerce Brabant under number 568.63.098 and all of its Dutch or foreign subsidiaries.
ATD is the user of these Terms and Conditions of Delivery.
Agreement: the whole of arrangements regarding the sale and delivery of the moveable goods and/or services by ATD agreed between ATD and the Buyer.
Background IP: All intellectual property in the possession or control of a Party that is not developed or created within the framework of the agreement between the Parties.
Buyer: ATD's contracting party.
Commission: a request from a Buyer to ATD for the delivery of moveable goods and/or services.
Foreground IP: All intellectual property developed or created within the framework of the agreement, including any IP rights acquired as a result of or vested or to be vested on the same.
General Terms: these General Terms and Conditions of Sale and Delivery.
Intellectual property/IP: All knowledge, know-how, information, data and other tangible and intangible products of the human mind belonging to a Party, such as inventions, creations, designs, techniques, (production) processes, products, methods, project documentation, computer software, business models, trademarks and tradenames.
The IP rights obtained or created by a Party on said intellectual property are also part of that Party's intellectual property.
IP rights: Every form of protection the law provides with regard to inventions, designs and other products of the human mind, such as, but not limited to, patent rights, copyrights, design rights, trademark rights, tradename rights and plant breeders' rights.
Know-how: knowledge and skills required to achieve a certain result. Know-how is part of IP.
Parties: ATD and the Buyer.
Party: One of the Parties.
Product: the moveable good or service to be supplied by ATD under these General Terms, this being understood to include a design conceived, developed and/or made by ATD.

Article 2 Applicability

- 2.1 Unless agreed otherwise explicitly and in writing, these General Terms apply to all legal relationships in which ATD acts as the vendor and/or supplier of moveable goods and/or services. Buyer accepts the applicability of these General Terms by the mere granting of its Commission, even if these General Terms are contrary to the conditions of the Buyer.
- 2.2 Specific stipulations in agreements deviating from these General Terms prevail over the provisions of these General Terms.
- 2.3 The applicability of the Buyer's general purchasing or other general terms and conditions is herewith explicitly rejected and excluded.
- 2.4 The invalidity or nullity of any provision of these General Terms will not affect the validity of the remaining provisions of these General Terms.

Article 3 Offers and Tenders

- 3.1 All product information, offers, quotes and tenders made by ATD are obligation free and therefore not binding unless explicitly stated otherwise.
- 3.2 Sending offers, folders, price lists and the like does not obligate ATD to conclude an agreement.
- 3.3 Weights, dimensions, capacities, prices, returns and other data included in catalogues, prospectuses, circulars, advertisements, illustrations and price lists and other textual descriptions as well as samples furnished by ATD only have the nature of indications and are therefore not binding on ATD.

Article 4 Creation and Amendment of Agreements

- 4.1 An Agreement is only created once ATD has accepted a Commission from the Buyer in writing. ATD is entitled not to accept Commissions, in which case it will give the intended buyer written notice thereof within 14 days. If ATD sends a written notice of acceptance of the assignment that notice is deemed to correctly and completely reflect the agreement between Parties.
If ATD has provided a written notice of acceptance, the contents of which deviate from that requested by the Buyer or the delivery period for which deviates from the delivery period desired by the Buyer, ATD shall explicitly point out these deviations in the order confirmation or by separate letter. If the Buyer does not respond to this within eight days, the Buyer is deemed to have agreed to said deviations.
- 4.2 For work for which no offer or order confirmation is sent based on its nature and scale, the invoice and/or delivery slip is likewise considered to be an order confirmation, which is also deemed to correctly and completely reflect the Agreement.
- 4.3 If, on the basis of the Agreement, the Buyer must further specify the shape, size, number or other features of the goods or services to be delivered by ATD, and the Buyer fails to perform such specification at the agreed time or within a reasonable period after receiving a request to that effect from ATD, ATD may, without prejudice to other rights, proceed to perform the specification itself in accordance with the Buyer's needs, in so far as these are known at ATD. The specification performed by ATD in that case is binding to both Parties.
- 4.4 Agreements are concluded by ATD under the condition precedent that the Buyer's sufficient creditworthiness is evident from information to be gathered by ATD and the claims against the Buyer are covered by ATD's trade credit insurance. If the Buyer is insufficiently creditworthy, ATD may require that another party stand surety for the Buyer's payment obligations, or ATD may require that the Buyer provide security for the performance of its payment obligations as provided in Article 11.
- 4.5 The Parties consult with each other regularly, but in any event every six weeks, about the performance of the Agreement. Such consultations may lead to the implementation, with mutual consent, of amendments to the concluded Agreement. An amendment of the Agreement is only binding for ATD once it has agreed to the amendment in writing.
- 4.6 If, during the performance of the Agreement by ATD, it becomes clear that this performance has become disproportionately complex or onerous to ATD as a result of
(i) amendments to the Agreement implemented at the request of the Buyer, or
(ii) the provision of inaccurate or incomplete information by the Buyer, or
(iii) failure by the Buyer to comply or fully comply with arrangements/commitments made,
ATD is entitled to cancel the Agreement with the Buyer with immediate effect. ATD will only use this option of cancellation if ATD does not, within a reasonable period, succeed in amending the Agreement in mutual consultation with the Buyer in such a way that the Agreement can subsequently be performed by ATD.
- 4.7 Without prejudice to the provisions of the previous paragraph, ATD is entitled to cancel the Agreement with immediate effect during the first six weeks after its formation, if progressive insight on the part of ATD makes clear that the Agreement cannot be performed by ATD in practical terms. If ATD uses the option of cancellation described in the previous sentence, the Buyer will owe ATD nothing with respect to work already performed by ATD.
- 4.8 If ATD uses the options for cancellation mentioned in this article, ATD can never be held liable for any damage suffered by the Buyer as a result.

Article 5 Prices and price adjustments

- 5.1 All prices are net and are in Euros, exclusive of turnover tax.
- 5.2 Unless otherwise agreed, the prices are based on delivery "Ex Workplace" at ATD. Any delivery and/or handling costs will be charged separately.
- 5.3 If after the acceptance of an Commission a change occurs in the prices of materials or raw materials, payment means, delivery rates, import and export duties, taxes or other price-forming factors for ATD or the suppliers of ATD so that the cost price for ATD becomes higher than at the time of accepting the Commission, ATD is entitled to pass on this price increase to the other party even if this increase was already foreseen but could not be precisely determined at the time the Agreement was made.
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- 5.4 In the event of changes in a Commission accepted by ATD, which have been implemented on the request of the Buyer, ATD is entitled to charge the Buyer the additional costs caused by such change.

Article 6 Execution of the Agreement

- 6.1 ATD develops, constructs, optimises *and overhauls* mechatronic systems, modules and components for the production, packaging and handling of fragile products. ATD supplies buyers with various goods and services within the context of those business activities. ATD distinguishes between commissions from buyers pertaining to the development and optimisation of a system and/or module and commissions pertaining to the industrialisation, manufacture, assembly *or overhauling* of a system and/or module that has already been developed.
- 6.2 A Commission to develop or optimise a system and/or module is performed by ATD in phases. Each phase is concluded with the delivery of a predetermined product, comprising technical product documentation (TPD), an FEAMO, an FUMO, a PROTO, a pilot run or a system or module made in series.
The various phases will be defined by ATD in advance in a project plan that is issued to the buyer.
- 6.3 A Commission to manufacture, assemble or overhaul a system, module or component is performed in a single phase, unless the parties agree to performance in multiple phases. The performance ends with the delivery of a predetermined product.
- 6.4 The Buyer must supply ATD with all information needed to enable ATD to correctly perform the agreement, including the desired specifications, such that this information is understandable and complete. The Buyer shall consult with ATD as frequently as necessary regarding the progress of the activities. The Buyer shall provide ATD with feedback on ATD's performance to date, and thus shares responsibility for the final results delivered by ATD.
- 6.5 An Agreement between the Buyer and ATD pertaining to the development or optimisation of a system or module creates a best-efforts obligation for ATD, and not an obligation as to results, unless such is explicitly agreed. Despite the fact that ATD will devote every effort as a skilled professional to fulfil the buyer's desires, ATD cannot guarantee that it will succeed in doing so.
- 6.6 An Agreement between the Buyer and ATD regarding the industrialisation, manufacture, assembly *or overhauling* of a specifically described system, module or component does create an obligation as to results for ATD, to wit the obligation to construct the system, the module or the component in accordance with the specifications agreed with the Buyer.
- 6.7 If ATD first develops a system or module for the Buyer so that the Buyer can subsequently put that which was developed by ATD into production, the above also applies. In that case as well, ATD only has a best-efforts obligation with regard to the development commission, and an obligation as to results with regard to the production of the Product developed that has been approved by the Buyer.
- 6.8 ATD reserves the right to make minor changes in the construction and performance of its Products if in its opinion this will not have a negative effect on quality and function.

Article 7 Product Testing (FAT) and Acceptance

- 7.1 The principle is that the product will be tested by ATD in the factory of ATD prior to acceptance by the Buyer in order to ascertain whether the product meets the specifications as agreed. That test is, in principle, performed at ATD's production site during normal work hours, on the basis of a test protocol agreed in advance, and in accordance with the provisions of this article. The Parties may also agree on a different test site.
- 7.2 ATD shall inform the Buyer in good time of the time at which the test will be performed so that the Buyer can be represented at the test. The Buyer's attendance is, however, not a condition for the performance of the test. The costs of the Buyer attending the test will be borne by the Buyer.
- 7.3 The Buyer shall make the necessary facilities, materials or samples thereof available in sufficient quantity, in good time and free of charge, so that the circumstances under which the Product is intended to be used can be simulated by ATD in the test to the extent possible.
- 7.4 The outcome of the test is binding to the Parties.
- 7.5 If the test shows that the product does not meet the agreed specifications, ATD shall remedy the shortcomings as quickly as possible, after which a new test will be performed. The provisions of this

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- paragraph do not apply to insignificant shortcomings indicated by the test.
- 7.6 Once a test reveals no shortcomings that significantly affect the intended use of the product, the product will be deemed to have been accepted by the Buyer.
- 7.7 The delivered Product will be deemed to have been approved and accepted by the Buyer if:
- a. no written complaint has been lodged with ATD within 14 days after delivery of the Product or after the time when a defect in the goods could reasonably have been detected;
 - b. an acceptance test has been agreed and the test has not been executed within a term of one month after ATD has informed the other party that the test can take place, due to causes beyond ATD's control.

Article 8 Delivery and delivery time

- 8.1 The Product is delivered by ATD "Ex Workplace" (EXW) and will be furnished with packing insofar as necessary in connection with the method of transport to the destination. Return shipment of packing materials and packing by the Buyer to ATD will be effected at the expense and risk of the Buyer. If ATD undertakes at the Buyer's request to ship the product to its destination, the risk transfers to the Buyer upon transfer of the product to the first carrier, even if the transport documents indicate otherwise.
- 8.2 ATD will have performed its delivery obligation, and the Product will therefore have been delivered, when it offers the Product to the Buyer at the agreed time. ATD's offering of the Product to the Buyer will be deemed the notice to the Buyer that the Product is ready to be picked up. Part deliveries are permitted. If the finished product is to remain at the disposal of ATD in order to enable ATD to perform the agreed activities that are part of a subsequent phase or a new Commission, delivery is effected by signing a deed of delivery.
- 8.3 The Buyer is obliged to take the Product at the time it is delivered to the Buyer or at the time that it is made available to the Buyer in accordance with the Agreement. If the Buyer refuses to take receipt of the Product and/or fails to furnish information or instructions necessary for the delivery, the costs of the return shipment, storage and other costs will be at the expense of the Buyer. In such case ATD will store the Product for a period of a maximum of 30 days after offering them and give the Buyer written notice that it can pick up the Product for cash payment. After the course of this term ATD will be entitled to dispose of the Product as it sees fit. ATD is entitled, inter alia, to sell the Product for and on behalf of the Buyer and to deduct the proceeds thereof from the relevant (part) invoices (still) outstanding in the name of the Buyer. Nevertheless, the Buyer will remain obliged to pay the (remaining) invoice amount relating to those goods to ATD (in full).
- 8.4 The term of delivery indicated commences once: the Agreement has been concluded, all official formalities have been met, the payments due from the Buyer upon conclusion of the Agreement have been made, all agreed security has been provided by the Buyer and all other terms and conditions have been met.
- 8.5 Time is not of the essence with regard to the agreed delivery time; in the event of late delivery the Buyer must give ATD written notice of default. Subject to gross negligence or intent on the part of ATD, exceeding of the delivery time does not give the other party any right to whole or partial dissolution of the contract.
- 8.6 In the event late delivery is made subject to a contractual penalty, such penalty will be deemed to take the place of any right of the Buyer to compensation. Such penalty is never owed if the exceeding of the delivery time is the result of force majeure.
- 8.7 The following circumstances suspend the delivery time:
- a. late performance of any payment obligation by the Buyer;
 - b. late provision of the details necessary for the start and execution of the work by the Buyer;
 - c. all cases of force majeure as referred to in Article 19.
 - d. the occurrence of a valid fear that Buyer will not perform an essential part of its obligations.
- 8.8 If ATD has already shipped the Product before ATD suspends its delivery obligations according to the preceding paragraph, ATD can object to the Product being issued to the Buyer, even if the Buyer already has possession of a document which gives it the right to obtain the Product.

Article 9 Assembly, commissioning including SAT and training

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- 9.1 In case Parties agree ATD shall assembly and/or commission a system and/or module built by ATD at the location appointed by Buyer or in case ATD trains Buyer's personnel the agreements in this article apply.
- 9.2 Unless otherwise agreed, the following costs will be charged for work as mentioned in paragraph 9.1: a reward in accordance with the rates on the day of execution, travel costs in the broadest sense of the word including visa and insurance costs connected with travelling, costs of materials to be used insofar as these are not parts of machines and/or installations which have already been ordered separately at the Buyer's expense and risk, costs of telephone calls on site connected with the work and the costs of telefax, telegrams, telex messages, e-mails and postal costs.
- 9.3 In the event of delay of work as mentioned in paragraph 9.1 due to force majeure as referred to in Article 19 and other circumstances which cannot reasonably be attributed to ATD, the costs such as work and waiting hours, extra travel and accommodation costs arising as a result of this force majeure and/or aforementioned circumstances are at the Buyer's expense.
- 9.4 The Buyer will make the following facilities available in due time, in consultation with ATD and without any costs being connected therewith for ATD:
- a. a suitable workplace and a dry and lockable room to store machine parts, materials, tools, etc. in the direct environment of the place of the work;
 - b. staff to help with the assembly or commissioning, the number of which, vocational training and skill of which will be determined by ATD;
 - c. the buildings must be prepared for assembly, including all facilities and tools required for assembly, to be assessed by ATD;
 - d. the machines and installations to be assembled which must be present at the assembly site and must be in good condition;
 - e. a suitable, heated room with lighting and washing facilities, First Aid and all necessary measures to protect people and objects at the place of work, which is secured against theft, for the employees of ATD;
 - f. the safety regulations required by law, insofar as relevant to the work, and the informing of the employees of ATD of these regulations;
 - g. a work permit and other permits required by law such as overtime permits if applicable;
 - h. information on local taxes regarding the work which ATD is to carry out for the principal;
 - i. the best available nursing in the event of illness of or an accident involving ATD personnel;
- 9.5 If the Buyer fails to provide the above-mentioned facilities in time, the Buyer is liable for all costs and loss ensuing therefrom for ATD.
- 9.6 The assembly work will first have been terminated if ATD has informed the Buyer thereof. The commissioning of a system or module will first have been terminated if ATD has informed the Buyer thereof.
- 9.7 The commissioning of a system or module contains a test run on site (a Site Acceptance Test). The Buyer will make the raw materials and products necessary for the test run available to ATD free of charge. ATD is bound to give the Buyer timely notice when the final test will take place in order to give the principal the opportunity to attend, or to be represented by personnel members or third parties specially authorised in this respect. In accordance with ATD's instructions the agreed characteristics of the delivered goods will be tested in the final test. If the Buyer or his authorised representative is not present during the final test, ATD will inform him of the final test report, the accuracy of which the Buyer cannot dispute. In any event performance will be deemed accepted by the Buyer if the agreed work has been carried out and completed or the final test as referred to above has been successfully completed or if the Product has been taken into use by the Buyer.
- 9.8 ATD is entitled to have the work as mentioned in paragraph 9.1 carried out by sub-contractors.
- 9.9 The Buyer is liable for all damage to and loss of materials, machines and equipment, which ATD has brought to the place where the work, as mentioned in paragraph 9.1, is carried out.

Article 10 Title

- 10.1 The title to the Product only passes to the Buyer as soon the Buyer has performed all of the following obligations under all contracts made with ATD:
- a. the counter-performance with regard to the goods delivered or to be delivered;
 - b. the counter-performance with regard to the services provided or to be provided by ATD;
 - c. any claims for non-performance of an agreement.

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- 10.2 The Buyer is not entitled to alienate, encumber, grant a charge on the Product in whatever form or place the Product in the control of third parties as long as title to the Product has not yet passed to the Buyer.
 - 10.3 Where relevant ATD will be entitled to unhindered access to the Product. The Buyer will provide ATD with all cooperation in order to give ATD the opportunity to exercise the retention of title set out in this article a by taking back the Product, including any necessary dismantling.
 - 10.4 If third parties wish to claim or enforce any right in respect of the Product delivered subject to retention of title, the Buyer is obliged to inform ATD thereof as soon as may be reasonably expected.
 - 10.5 The Buyer undertakes on ATD's first request:
 - a. to insure the Product delivered subject to retention of title and keep it insured against all common forms of damage/loss and against theft and to make this insurance policy available for inspection by ATD upon ATD's first request;
 - b. to pledge all claims of the Buyer on insurers with regard to the Product delivered subject to retention of title to ATD in the manner prescribed by Article 3:239 of the Dutch Civil Code;
 - c. pledge to ATD the claims which the Buyer obtains on its customers when reselling the Product delivered by ATD subject to retention of title in the manner prescribed in Article 3:239 of the Dutch Civil Code;
 - d. to mark the Product delivered subject to retention of title as the property of ATD;
 - e. to cooperate in all other ways with all reasonable measures which ATD wishes to take to protect its titles with regard to the Product and which do not unreasonably hinder the Buyer in the normal running of its business.

Article 11 Payment

- 11.1 Unless otherwise agreed one-third of the purchase price must be paid at the conclusion of the Agreement, one third of the purchase price before delivery and one-third of the purchase price after delivery.
- 11.2 All payments must, unless otherwise agreed, be made within 30 days after the invoice date and without any deduction or set-off on a bank account specified by ATD on the invoice.
- 11.3 All costs which ATD charges to the Buyer with regard to assembly, commissioning activities and training or education of personnel of the Buyer will be charged separately and are, unless otherwise agreed, payable within 30 days after the invoice date
- 11.4 Payments made by the Buyer will always be allocated in the first place to pay all interest and costs owing and in the second place to outstanding invoices which have been outstanding the longest, even if the Buyer states that the payment relates to a later invoice.
- 11.5 The Buyer will owe interest over an outstanding (remaining) amount, without the need for any notice of default, as of the due date of the invoice, which interest is 10% per month or part thereof as well as the judicial and extrajudicial collection costs relating to collection, which latter are fixed at 15% of the relevant amount with a minimum of € 500,00.
- 11.6 If the Buyer does not perform its payment obligations, does not perform its payment obligations properly or in time and in the event of bankruptcy, moratorium on payment, cessation or liquidation of its business, ATD has the right to immediately demand all amounts still owing and ATD is entitled to suspend the further performance of the contract or to dissolve the contract, without prejudice to its right to compensation.
- 11.7 If when concluding the Agreement ATD has requested the Buyer to make a down payment or give security for performance and such down payment or security is not given or is insufficient, ATD's claims will be immediately due and ATD is entitled to suspend the further performance of the Agreement or to dissolve the Agreement, without prejudice to its right to demand compensation.
- 11.8 All complaints relating to an invoice must be presented in writing within eight days after the invoice date; in the event of failure to do so the other party is deemed to have agreed to the invoice.

Article 12 Software; right of use and title

- 12.1 If the delivery encompasses software, including computer and operating software, which has in any way been recorded in a form which is readable for the computer or operating unit and the related documentation, all including any new versions to be furnished, ATD grants the Buyer a non-exclusive, non-transferrable right of use in respect of this software.

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- 12.2 Title to and all rights of industrial and intellectual property in the software remain at all times with ATD or the supplier which has granted ATD the right to make the software available to the Buyer. Any specifications of copyright will not be removed by the Buyer. The Buyer is aware that the software contains confidential information and trade secrets of ATD or the supplier and will see to it that the software is kept confidential and is not disclosed to third parties. ATD is free to take technical measures to protect the software.
 - 12.3 The Buyer is not permitted to alienate the software, transfer it as security, alter it, allow third parties the use thereof or to use it on behalf of third parties.
 - 12.4 The software source code will not be made available to the Buyer.
 - 12.5 The right of use starts on the date of delivery of the Product or on the date the Buyer has met all of its payment obligations towards ATD under the Agreement whichever date comes last and ends at the time that the Product is alienated or definitely decommissioned.

Article 13 Ownership and use of Background IP

- 13.1 Each Party, therefore both ATD and its Buyer, will remain the owner of its own Background IP. Use of the other Party's Background IP is only permitted if and in so far as this is evidenced by the agreement concluded between the Parties and these General Terms.
- 13.2 ATD obtains a one-off, non-exclusive, worldwide, royalty-free licence from the Buyer for the use of the Buyer's Background IP in so far as necessary for the correct performance of the Agreement with the Buyer. In this context, the Buyer will indemnify ATD for all damage suffered by ATD as a result of a third party holding ATD liable on account of an infringement of that third party's IP rights due to ATD's use of the Buyer's Background IP for the performance of the agreement.
- 13.3 The Buyer obtains a one-off, non-exclusive, worldwide licence from ATD for the use of ATD's Background IP, but only in so far as this Background IP of ATD is part of what is delivered by ATD to the Buyer and in so far as this is necessary for the normal use of what is delivered.
- 13.4 The Buyer will only obtain the licence referred to in paragraph 3 after the Buyer has met all of its payment obligations towards ATD under the Agreement.

Article 14 Ownership and use of Foreground IP

- 14.1 Foreground IP may be created in the performance of the agreement. Unless the Parties have explicitly made other agreements in this respect, such Foreground IP is owned by ATD.
- 14.2 If the Foreground IP is owned by ATD, the Buyer will obtain a licence for the use of this Foreground IP, but only in so far as this Foreground IP of ATD is part of what is delivered by ATD to the Buyer and in so far as this is necessary for the normal use of what is delivered.
- 14.3 If the Parties agree to transfer the ownership of the Foreground IP to the Buyer, ATD will retain - including after transfer of the Foreground IP to the Buyer - the right to continue using, in its business operations and in the performance of other assignments of the Buyer or of third parties, the Know-how that has arisen on ATD's part due to the performance of the agreement with the Buyer. For this purpose, the Buyer grants ATD an irrevocable, non-exclusive, worldwide, royalty-free licence.
- 14.4 The Buyer will only obtain the licence referred to in paragraph 2 after the Buyer has met all of its payment obligations towards NTS under the Agreement.

Article 15 Guarantee and Complaints

- 15.1 ATD bears responsibility as a skilled professional for correct performance of the Agreement and guarantees the soundness of the delivered Product. Should a Product delivered by ATD nevertheless fail to satisfy the Agreement, the Buyer must inform ATD of this as quickly as possible but no later than within fourteen days after the discovery of the fault or after the Buyer should reasonably have discovered the fault. If said notification is verbal, it must be immediately confirmed to ATD in writing (by letter, fax, email and/or bailiff's writ). This notification must contain a clear description of the Buyer's complaint.
 - 15.2 If the delivered product is faulty as a result of attributable non-performance by ATD of the Agreement with the Buyer, ATD shall repair or replace the delivered product, with due observance of the provisions of these General Terms.
In order to determine whether ATD has failed to perform the Agreement, it must first be determined whether
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ATD has a best-efforts obligation or an obligation as to results within the meaning of Article 6 of these General Terms. If this is a best-efforts obligation and ATD has endeavoured in accordance with the Agreement to achieve the results desired by the Buyer, there is no non-performance, not even if ATD has not succeeded in achieving the intended results.

- 15.3 There is no entitlement to repair, replacement or damages (as replacement) if:
- the Buyer does not report the fault in writing within the term laid down in the first paragraph;
 - the fault occurred at a point in time later than one year after delivery. If the extent of use of the Product is higher than agreed, this term is reduced proportionately;
 - the fault is caused by normal wear and tear, overloading, improper use, lack of or incorrect maintenance of the Product by the Buyer or a third party;
 - the fault is a result of manufacture, installation or assembly of, or changes or repairs on the Product by the Buyer itself or a third party engaged by the Buyer;
 - the fault ensues from materials supplied or stipulated by the Buyer or from a design stipulated or specified by the Buyer. The restriction described in the previous sentence also applies if ATD itself made the design and the Buyer has approved this design and/or the product manufactured based on that design. Approval is effected by explicit or tacit acceptance by the Buyer of a Product delivered by ATD to the Buyer in the shape of TPD, an FEAMO, an FUMO or a PROTO, a pilot run or a product produced in series;
- 15.4 If the Buyer is entitled to repair or, if repair is impossible, to replacement of the product, ATD shall bear responsibility for repair or replacement. ATD's responsibility for repair or replacement of a product is limited. The costs to be incurred by ATD for repair or replacement will never amount to more than the net invoice value of the faulty product delivered. If the net invoice value is more than the amount that will be paid out to ATD by any (professional) liability insurance, ATD's liability is furthermore limited to the coverage offered to ATD by the liability insurance.
- 15.5 If repair on site is the most appropriate rectification method, the Buyer will give ATD the opportunity to do so and furthermore in due time and at the right location provide all necessary and usual personnel, machines, auxiliary and operating materials (including fuels, oils, fats, cleaning and other small material, gas, water, electricity, steam, compressed air, heating, lighting, etc.) without charging ATD therefore. Costs arising for ATD because the foregoing has not been satisfied or has not been satisfied in time, are at the expense of the Buyer. Unless otherwise stipulated in the Agreement, travel and accommodation costs are at the expense of the Buyer.
- 15.6 If, on the basis of its investigation, ATD decides to replace the delivered product, ATD shall provide the replacement as quickly as possible. The new product is then delivered to the Buyer. The Buyer waives its proprietary rights on the replaced product by accepting the new product. The replaced product becomes the property of ATD.
- 15.7 Additional costs related to repair or replacement of the Product, for example for disassembly, assembly and transport of the product, shall be borne by the Buyer. If, despite notification by the Buyer as referred to in paragraph 1 of this Article, no fault is found that is attributable to ATD, ATD is entitled to compensation of the costs incurred by it as a result of the notification and activities performed within that context.
- 15.8 If the delivery encompasses computer software, the provisions of Article 12 apply. During the above-mentioned guarantee period ATD will, to the best of its ability, rectify all errors in the software whereby such errors are defined as reproducible deviations with regard to the software specifications provided by ATD. ATD does not guarantee that the software will function without interruption or defects, nor that all errors will be rectified. ATD can charge the costs of rectification in the event of errors in use of the Buyer or of other causes not attributable to ATD. The above guarantee does not apply with regard to computer viruses unless the Buyer demonstrates that the virus was already present in the software at the time ATD makes the relevant software available.
- 15.9 Complaints of whatever nature do not suspend the Buyer's payment obligations and the obligation to take to take receipt of the Product.

Article 16 Liability

- 16.1 With due observance of the provisions of the previous and the present article, ATD is only liable for personal injury and material damage suffered by the Buyer if and to the extent that said injury or damage is the direct

consequence of a failure attributable to ATD. ATD furthermore excludes any liability for damage ensuing indirectly from faults in the delivered product, such as damage due to production losses, lost profits and other consequential damage.

This restriction of liability does not apply in the event of intent or wilful recklessness on the part of ATD.

- 16.2 Irrespective of the grounds for this liability, ATD's liability is limited at all times to the net invoice value of the delivered Product. If the net invoice value is more than the amount that will be paid out to ATD by the liability insurance, ATD's liability is furthermore limited to the coverage offered to ATD by the liability insurance. The coverage of the liability insurance amounts to EUR 15,000,000.00 (in words: fifteen million euros) per event with a maximum of EUR 30,000,000.00 (in words: thirty million euros) per year.

Article 17 Indemnity

- 17.1 The Buyer indemnifies ATD against every claim by an employee or representative of the Buyer or by third parties for damage, of whatever nature, unless that damage is the consequence of intent or wilful recklessness on the part of ATD.

Article 18 Termination

- 18.1 If, during the performance of the Agreement by ATD, it becomes clear that this performance has become disproportionately complex or onerous to ATD as a result of
- (i) amendments to the Agreement implemented at the request of the Buyer, or
 - (ii) the provision of inaccurate or incomplete information by the Buyer, or
 - (iii) failure by the Buyer to comply or fully comply with arrangements/commitments made,
- ATD is entitled to terminate the Agreement with the Buyer with immediate effect. ATD will only use this option of cancellation if ATD does not, within a reasonable period, succeed in amending the Agreement in mutual consultation with the Buyer in such a way that the Agreement can subsequently be performed by ATD. If ATD uses this option for termination ATD can never be held liable for any damage suffered by the Buyer as a result.
- 18.2 In the event of non-payment of any exigible amount, of unjustified suspension of payments, of an application for suspension of payment, of bankruptcy or of dissolution of the Buyer's enterprise and/or legal entity, ATD is entitled to terminate the Agreement or that part of which that has not yet been performed, with no judicial intervention being required, and to claim return of the items not yet paid, with no prejudice to its entitlement to compensation of all damages incurred or to be incurred by ATD as a result of such. In such cases, every claim that ATD has against the Buyer then becomes immediately exigible in full.
- 18.3 ATD is entitled, in the event the Buyer withdraws or cancels the Commission or terminates the Agreement, to charge the Buyer for all costs already made and any consequential costs which may appear.

Article 19 Force majeure

- 19.1 ATD has the right to claim force majeure, which includes circumstances which impede performance of the contract and which are not attributable to ATD. Force majeure includes, inter alia: strikes in companies other than ATD, wild strikes or political strikes in ATD, a general lack of the requisite raw materials and other goods or services necessary for the effecting of the agreed performance, unforeseen stagnation at suppliers or other third parties on which ATD is dependent and general transport problems.
- 19.2 The delivery and other obligations of ATD are suspended during force majeure. If the force majeure period lasts longer than 6 months, both parties are entitled to dissolve the contract without in such case an obligation to pay compensation arising.
- 19.3 If ATD has already effected part performance, either by manufacture or by part delivery, it is entitled to compensation of the costs of that performance which it has made until the time the force majeure occurred.

Article 20 Confidentiality

- 20.1 The Buyer shall treat the information made available to it as confidential and keep it secret, and consequently shall not make it known or available to third parties without the consent from the other Party, to the extent that this does not involve any Background accruing to the Buyer.

Article 21 Applicable law

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- 21.1 This contract and the contracts ensuing herefrom are exclusively governed by Dutch law.
21.2 The applicability of the Vienna Sales Convention is expressly excluded.

Article 22 Disputes

- 22.1 All disputes, including those deemed as such by one Party only, ensuing from or related to the Agreement to which these terms and conditions apply or from the terms and conditions themselves and the interpretation thereof, or from the performance of the Agreement concluded between the Parties, of either a factual or legal nature, will be decided with due observance of the following
- 22.2 Disputes between ATD and a Dutch buyer will be settled by the Dutch civil court in the jurisdiction in which ATD's registered office is located, to the extent permitted by the statutory provisions. This is without prejudice to ATD's right to submit the dispute to the civil court that is competent according to the statutory rules of competence.
- 22.3 All disputes that may arise between ATD and a buyer which has its registered office outside the Netherlands in connection with the present agreement, or further agreements resulting therefrom, shall be settled in accordance with the Arbitration Rules of the Netherlands Arbitration Institute.
The place of arbitration shall be the city of Eindhoven, the Netherlands.
The proceedings shall be conducted in the English language.

Article 23 Validity

These conditions of this contract retain their validity after termination or dissolution of the contract in whole or in part if they have, by their nature and purport post-contractual effect.

Article 24 Translations

If there are translations of these General Terms, only the Dutch version is determinant for the interpretation and/or explanation of these General Terms.

Article 25 Incoterms

The most recent version of the Incoterms compiled by the International Chamber of Commerce applies to the explanation of international commercial terms.

Article 26 Filing

After their adoption, these General Terms were filed with the Chamber of Commerce in Eindhoven, The Netherlands.

Hapert, May 2019