

Terms and Conditions: ARPE B.V.

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Chamber of Commerce Alkmaar: 37131384

Article 1: Applicability of these conditions

The following terms and conditions apply in the context of which ARPE BV - hereinafter referred to as "ARPE"- including purchase and performance of orders, delivering of goods or providing services, as well as statements to be made in that context.

These general terms and conditions can be invoked by anyone engaged by ARPE in the context of the execution of the agreement. The other party of ARPE is hereinafter referred to as "buyer".

General conditions that the buyer presents to ARPE at any time are hereby explicitly rejected.

Article 2. Establishment and cancellation of the agreement, shortcomings by buyer and content of the agreement

- ARPE's offers are without obligation and apply for 30 days after their date, unless otherwise stated. Unless ARPE communicates otherwise, the offers are ex-warehouse, exclusive of: VAT, costs of transport, packaging unloading, unpacking and installation. ARPE has the right to revoke non-binding offers up to and including the third working day after receipt of the acceptance. In case ARPE does not send an order confirmation, the delivery receipt applies or, if it is not made up, the invoice as such.
- If an agreement has been concluded between the parties and the buyer wishes to cancel this agreement, it will inform ARPE of this in writing. ARPE then has the choice whether or not to agree to the cancellation proposal. If ARPE agrees with the proposal, it will state what amount of compensation it wishes to receive. If it determines this compensation as a lump sum on an amount equal to 35% of the agreed price, plus the actual costs incurred, then the buyer is not entitled to appeal against it.
- The buyer is responsible for the correctness of his communications to ARPE regarding his capacity as an entrepreneur for the turnover tax according to the buyer's legislation. The buyer also guarantees the correctness of the VAT identification number he has provided and the stated destination of goods. ARPE has the right to keep the buyer to the data of the buyer that ARPE mentions on its invoices, this unless the buyer motivates the correctness of the data within fourteen days after receipt of the invoice.
- The (prospective) buyer bears the risk of incorrect transfer of data in the event that this transfer takes place orally.
- In the event that the buyer imputably fails, in addition to the right to terminate the relevant agreement, ARPE also has the right to terminate the other agreements existing between ARPE and the buyer, which have not yet been settled, by a written statement or to suspend its execution. In that case, ARPE also has the right to demand from the buyer all that he owes at once and / or to make future deliveries only cash on delivery or payment in advance. The rights described in this paragraph do not affect the other ARPE rights set out in the Act that ARPE can also apply if the buyer obtains a (provisional) moratorium or is declared bankrupt.
- The intellectual property of quotations, drawings and other documents produced by ARPE is vested in ARPE. They may only be made available to a third party if ARPE gives permission for this in writing. ARPE has the right to claim the said documents at any time.
- If ARPE shows or provides documentation to the buyer or an image, sample or model, this will only take place by way of indication, the goods that will actually be delivered may deviate from this. The occurrence of color differences during the use of the product is normal and does not provide any kind ground for guarantees.
- In the event that the buyer is established in Belgium, ARPE can regard the purchase and sale agreement as dissolved, legally and without notice, in the event that the buyer does not pay on the due date. In that situation, ARPE may also retain / settle any prepayment on the part of the buyer for the compensation of possible losses it suffers in the event of resale.

Article 3: Delivery

- The buyer is obliged towards ARPE to immediately receive the ordered goods as soon as they are offered to him. If the buyer does not accept the goods, the goods will be deemed to have been delivered at the time that ARPE has offered them and from that moment on ARPE will keep them at the expense and risk of the buyer. In that case, ARPE also has the right to charge all costs and the goods to the buyer.
- Agreed delivery terms - even if a certain end date or a certain period has been agreed - are approximate and are not binding, unless the contrary has been expressly agreed.
- In the event of non-timely delivery, ARPE must be given notice of default in writing, whereby ARPE has to be given a reasonable period to be determined after consultation with it to still fulfill its obligation.
- ARPE has the right to deliver the goods in separate packages on condition that this is done within the agreed or within the period granted on the basis of the following paragraph.
- Extension of the delivery period also takes place in the event of a temporary suspension of up to two weeks as referred to in Article 8, paragraph 6. In that case - without the buyer being entitled to terminate the contract - the already extended delivery period will be extended by the period that the foreclosure continues, and also with a period within which ARPE can reasonably proceed to deliver.
- If the buyer wants to return goods to ARPE, then prior permission from ARPE is required. The costs of the return are at the expense of the buyer while the goods are traveling at his risk. If, however, the return, after

permission from ARPE, is made within the framework of an alleged attributable failure by ARPE, the return will take place at the expense and risk of the party that is wrong on its side.

Article 4: Certainty

ARPE has the right to require the provision of security at the conclusion of the agreement. In addition, ARPE has the right to demand (additional) security during the execution of the agreement if it obtains indications that the buyer's creditworthiness has diminished in such a way that it may reasonably doubt a perfect fulfillment of its obligations. This is in any case the case if the buyer fails to meet one of his payment obligations, despite notice of default. If the buyer does not provide any security despite proof of default, ARPE may exercise the rights as described in Article 2.

Article 5: Reservation of ownership

All deliveries are made subject to retention of title.

ARPE retains ownership of the goods delivered or to be delivered pursuant to the agreement until:

- The buyer has paid in full the price of all those goods plus interest and costs,
- The buyer has fulfilled all claims in respect of activities that ARPE performs or will perform on behalf of it in the context of the relevant agreements.

Buyer may not have the goods subject to retention of title extend in any way whatsoever for the security of claims other than those of ARPE. If a third party has goods for the buyer, the buyer is obliged to notify ARPE of the name and address of the third party if ARPE is inadequate and ARPE has the right to inform the third party that this goods from ARPE and fall under the retention of title.

Article 6: Payment and costs

- ARPE has the right, if the cost price of its goods / services rises from the moment of conclusion of the agreement up to the day of delivery - regardless of the cause thereof such as the increases of levies / taxes and the price of raw materials and personnel costs. - to adjust the agreed price to the increase (s). If a price change takes place within three months after the conclusion of the agreement, the buyer is authorized to dissolve the agreement by means of a written notice, in which case, however, ARPE is empowered to inform without delay after receipt of this notice that it has entered into the agreement. to continue the original price, in which case the dissolution is deemed not to have taken place. .The arrangement laid down above also applies if ARPE supplies on demand or in parts and for each partial delivery separately. ARPE has the right to invoice every delivery to the buyer in case of call or delivery in parts.
- Unless otherwise agreed, payment must take place within fourteen days of the invoice date. Buyer can never use any right to settlement or suspension. If ARPE sends to the buyer a statement of what it owes ARPE and ARPE owes it, this statement shall also serve as a setoff statement. As soon as the payment term expires, the purchaser will be in default without any notice of default being required and will owe interest on the final amount of the invoice from the due date in proportion to the statutory interest plus 1% per month until payment. Each time after the end of a month, the amount on which the interest is calculated is increased by the interest due over that month.
- The buyer shall owe ARPE all extrajudicial and judicial costs if he fails to pay a due amount in spite of a reminder and ARPE hands over the claim to third parties. If ARPE takes precautionary measures, a demand or payment of the claim is not necessary. The out-of-court costs will be calculated by the Netherlands Bar Association on the basis of the collection rate that was most recently published, unless the claim is disputed and this rate is not sufficient, in which case these costs will be calculated on the basis of the rate per unit time normally charged by the legal counsel of ARPE for the handling of similar cases, plus the costs to be paid by ARPE's legal counsel to third parties.
- The judicial costs are always charged to the buyer on the basis of the latter system. If the buyer is established in Belgium and the clause described above in this paragraph does not apply, the buyer must compensate a flat-rate compensation of 15% of the amount owed by him.
- The amounts received by ARPE will always be deducted first from the claim for which ARPE can not assert any retention of title that has been included in the previous article.
- With due observance of this, payments are first deducted from all costs owed, then all interest due and, finally, by the (each time oldest) principal sum.

Article 7: Inspection and complaints

- The buyer is obliged to inspect the goods delivered by ARPE immediately after receipt on its soundness, insofar as this inspection is reasonably possible within this timeframe, but in any case on quantity and immediately visible defects. If the buyer wishes to complain in this respect, he must inform ARPE in any case within five working days of delivery in writing and always make a note on the consignment note.
- In addition, the buyer must inspect the goods for any defects within ten working days after delivery and if a defect manifests itself within five working days after complaints have been submitted to ARPE in writing.
- If and in so far as defects can reasonably not be detected within the periods specified in those paragraphs and despite the investigation required in the previous two paragraphs, the complaint must be submitted within ten working days, but in any event within the period of year described in article 8 paragraph 1 after the buyer has discovered or could reasonably have discovered the defect, notified in writing and in writing to ARPE. This rule also applies if the property / service lacks a property that it possesses according to a notice

published by ARPE or if the deviation relates to facts which ARPE knew or ought to know, but did not inform the buyer.

- Complaints that are expressed after the periods mentioned in this article need not be dealt with by ARPE and do not lead to liability of its company. If ARPE nevertheless accepts such complaints, its efforts, unless otherwise agreed, must be regarded as leniency without accepting any liability. If it appears that any complaint has been wrongly made and ARPE has carried out work or delivered goods within the framework thereof, ARPE has the right to charge this to the buyer at the normal applicable prices.

Article 8: Liability and force majeure

- If the buyer has complied with the regulations laid down in the previous article, ARPE can only be held accountable for a culpable shortcoming for a period of one year after the date of delivery / performance of the performance. If, however, ARPE has obtained from its suppliers a guarantee that is in force longer than the period described in the previous sentence, the guarantee period that the relevant supplier of ARPE has given to it shall apply instead of that term.
- If ARPE recognizes that it has been accountable for shortfall or is otherwise established, ARPE has the right to, within a reasonable time, in consultation with the buyer, exchange the goods or take care of replacement parts. If ARPE performs in the short term after said announcement, this means that the agreement will have been complied with correctly. ARPE has the right to require the buyer to return the goods in respect of which ARPE is attributable shortage.
- ARPE limits its liability, except in the case of intent or gross negligence, if it should be considered that it owes compensation in money on the basis of which title, up to a maximum of the price agreed for the relevant item or service. ARPE is never liable for damage resulting from incorrect use and / or unsound application of the product.
- In addition to what the Act considers to be force majeure, strikes / or illness of ARPE employees, breach of contract and / or force majeure on the part of its suppliers, carriers or other third parties involved in the agreement, constitute stagnation in traffic, natural violence, war, or mobilization, restrictive measures of any government, fire, and other accidents in its business as well as other circumstances, insofar as the (further) execution of the agreement can not reasonably be required or can not be fully demanded of it, and moreover the impediment is expected to last longer than two weeks after the circumstance / circumstances leading to this. In addition, there is force majeure if it is reasonably certain that the prevention will make the fulfillment of the agreement completely or partially impossible. In the event of force majeure, each of the parties has the right to terminate the agreement in whole or in part, in which latter case the parties are obliged to comply with the agreement for the non-dissolved part. If dissolution takes place on the basis of this paragraph, none of the parties shall owe compensation to the other party in respect of the dissolved part of the agreement.
- If there is a foreclosure which is reasonably expected to last no longer than two weeks after the occurrence of the circumstance / circumstances referred to in the previous paragraph, there is no question of force majeure and, without each of the parties being allowed to enter into the agreement, terminate the period within which ARPE must deliver on the basis of the provisions of Article 3 (4).
- In this article, unacceptable acts are also included under culpable shortcoming.

Article 9: Applicable law and competent court

- All agreements concluded by ARPE shall be subject to the United Nations treaty on international purchase agreements relating to movable property, supplementing Dutch law if and insofar as the dispute relates to a matter not dealt with in the aforementioned treaty. If, however, the buyer is established in Germany, German law is additionally applicable.
- If the buyer is established in the Netherlands, the legal relationship between him and ARPE is governed only by Dutch law, with the exclusion of the aforementioned treaty.
- All disputes arising between ARPE and the buyer and to which these general terms and conditions apply, shall, unless mandatory law would prevent them, be settled by the court that is competent within the jurisdiction of the district court in Alkmaar, the Netherlands, without prejudice. ARPE's right to involve the buyer in court before the court otherwise competent.
- All arbitration will take place via the ICC.