

#### Article 1 Definitions

- General Terms and Conditions: the present provisions;
- BRIGHTEC: the private company with limited liability BRIGHTEC B.V., having its registered office in Amsterdam and its place of business in (1075 BW) Amsterdam at the Waldeck Pymontlaan 10-2, as well as subsidiaries and/or participating interests of BRIGHTEC B.V.;
- Other Party: each and every person that contracts and/or intends to contract with BRIGHTEC;
- Agreement: each and every agreement that is concluded by and between BRIGHTEC and the Other Party, each and every change and addition of and to the same as well as any and all (legal) acts for the preparation and the implementation of the said agreement;
- Goods: any and all movable property to be delivered to the Other Party by BRIGHTEC on account of an Agreement;
- Parties: reference to BRIGHTEC and the Other Party together.

#### Article 2 Applicability

- 2.1 These General Terms and Conditions apply to all requests to, offers of and Agreements with and other legal acts with BRIGHTEC. These General Terms and Conditions are also applicable to deliveries of Goods for which BRIGHTEC relies on a third party. The present terms and conditions are also applicable to potential further or follow-up agreements by and between BRIGHTEC and the Other Party. The Other Party is deemed to agree with this.
- 2.2 Derogations from these General Terms and Conditions can only be agreed in writing.
- 2.3 The applicability of general terms and conditions, by whatsoever name, of the Other Party is expressly rejected.
- 2.4 If BRIGHTEC does not always require strict compliance with these General Terms and Conditions then this does not imply that the provisions thereof are not applicable or that BRIGHTEC would to any degree forfeit the right to in other instances require strict compliance with the provisions of these General Terms and Conditions.
- 2.5 BRIGHTEC is entitled to change these General Terms and Conditions from time to time. The Other Party is deemed to agree with this.

#### Article 3 Offers

- 3.1 Offers from BRIGHTEC as well as catalogues and other documentation from BRIGHTEC, including data such as prices, measurements, colours and other specifications, are without obligation and subject to change, unless the contrary is evident from the documents.
- 3.2 If the other party does not accept an offer from BRIGHTEC it must return the offer and all accompanying documentation immediately to BRIGHTEC. If the offer and the relevant documentation were made available digitally to the Other Party then the Other Party must delete and remove these, and potential copies and backups, from its systems.
- 3.3 BRIGHTEC will be entitled to charge the costs attached to (making) an offer to the other party, provided that BRIGHTEC has informed the other party of this in advance and in writing.

#### Article 4 Agreements

- 4.1 If an order is placed in writing by the Other Party following an irrevocable offer from BRIGHTEC, the agreement will come into effect at the time when the order is received by BRIGHTEC. An offer is exclusively irrevocable if this is expressly indicated in the offer of BRIGHTEC.
- 4.2 If an order placed in writing by the Other Party is not preceded by any irrevocable offer from BRIGHTEC, or an order follows an offer without obligation from BRIGHTEC, the Agreement will come into effect at the time when either the confirmation of the order is sent in writing by BRIGHTEC, or BRIGHTEC has commenced with the performance of the Agreement.

- 4.3 Cancellation or early termination by the Other Party of Agreements concluded with BRIGHTEC is only possible by means of a relevant written notice to BRIGHTEC and payment of the full invoice amount to BRIGHTEC.
- 4.4 If and insofar as the procedure as referred to in subclauses 1 and 2 of this article takes place by means of email or fax the email and fax messages will be treated as equal to documents in writing.
- 4.5 BRIGHTEC cannot be bound by an offer or proposal if the Other Party can reasonably understand that the offer or proposal or a part thereof contains an obvious mistake or clerical error.
- 4.6 If it becomes apparent during the implementation of the Agreement that the proper implementation thereof necessitates to change or supplement it then the Parties shall in a timely fashion and in joint consultation proceed with adjustment of the Agreement.
- 4.7 If the nature, scope or content of the Agreement is changed then this may affect the originally stipulated price and the originally specified completion time. BRIGHTEC shall, as the occasion arises, inform the Other Party as much as possible in advance of the new price and completion time.
- 4.8 If BRIGHTEC must perform activities for the benefit of the Other Party, on any account whatsoever, that were not established in writing in an Agreement by and between the Parties or if costs occur through actions of the Other Party then the said activities / costs are qualified as contract extras and are charged as such to the Other Party. The Other Party is held to provide for payment of the same.

#### Article 5 Prices

- 5.1 All prices used by BRIGHTEC are stated in Euro, excluding VAT, packaging and other duties imposed by authorities and are based on the delivery condition described in article 6 subclause 1, excluding potential costs for transport and other costs that are, in pursuance of the Agreement or these General Terms and Conditions, at the expense of the Other Party.
- 5.2 If after the coming into effect of the Agreement, but prior to the delivery, one or more factors determining prices, such as purchase prices of materials or prices of parts, wage costs, duties, taxes, exchange rates and suchlike, increase, BRIGHTEC will have the right to adjust the sale prices accordingly.
- 5.3 BRIGHTEC will inform the Other Party, as soon as possible and in writing, of the adjusted prices in accordance with subclause 2 of this article.
- 5.4 If the price increase amounts to more than 10% of the original price the Other Party will have the right to terminate the agreement in writing within 7 days from the receipt of aforesaid notification, unless having regard to the circumstances this would be apparently unreasonable. Termination on the basis of this subclause will not provide the right to any compensation to any of the parties.

#### Article 6 Delivery

- 6.1 Delivery takes place 'ex works', location to be specified further by BRIGHTEC, in conformity with the 'Incoterms', edition 2010, unless agreed otherwise. Any and all risks regarding Goods to be delivered by BRIGHTEC transfer to the Other Party at the moment that the delivery of the Goods is taken by the Other Party at the said location. However, the Goods remain the property of BRIGHTEC until the price has been paid in full.
- 6.2 If the Other Party requires BRIGHTEC to provide for the transport of the Goods from its warehouse to an address specified by the Other Party and BRIGHTEC agrees with the same then this does not imply that the delivery takes place later or at a location other than specified in article 6.1. This Agreement regarding the transport regards an additional arrangement in the course of which it is noted that the transport costs are fully at the risk and expense of the Other Party.
- 6.3 The agreed delivery periods will never be regarded as a final deadline. BRIGHTEC will do all that which is reasonably possible to achieve the delivery within the agreed delivery period. As soon as it becomes aware of facts and/or circumstances that make the achievement of the delivery on or within the agreed delivery period impossible it will, where possible, inform the Other Party of this as soon as possible, stating the new expected delivery period.

- 6.4 If the prevention of the fulfilment, as referred to in the previous subclause, will continue for longer than 3 months from the originally agreed delivery period, the Other Party will have the right to terminate the Agreement with immediate effect by means of a registered letter, without Parties being obliged toward each other to any compensation whatsoever.
- 6.5 If BRIGHTEC, for the purpose of the performance of the Agreement, requires information and/or documentation from the Other Party and/or third parties, or if specific formalities must be complied with, the delivery period will only commence at the time when all information and/or documentation is in the possession of BRIGHTEC, and/or all formalities have been complied with.
- 6.6 BRIGHTEC will be entitled to execute partial deliveries and is entitled to invoice the partial deliveries separately.
- 6.7 The Other Party must take delivery of the Goods at the time of delivery.
- 6.8 If the Other Party refuses to take delivery of the ordered Goods then BRIGHTEC is authorised:
- a. to deliver the Goods by means of a written notification, in which instance BRIGHTEC shall store the Goods at its own premises or those of a third party and shall potentially insure the same from the moment of the written notification, which shall entirely take place at the risk and expense of the Other Party, including the risk of deterioration of the quality; or
  - b. to proceed with full or partial rescission of the Agreement and sell and deliver the Goods to a third party (third parties).
- 6.9 The Other Party is held to do everything that can reasonably be expected of the Other Party in order to enable a timely delivery by BRIGHTEC, failing which BRIGHTEC is authorised to suspend its delivery obligation.

#### Article 7 Ownership

- 7.1 The ownership of the goods only transfers from BRIGHTEC to the Other Party after the Other Party has paid the purchase price and everything that BRIGHTEC can or may claim pursuant to any and all Agreements, the latter within the limits of section 92 of Book 3 of the Dutch Civil.
- 7.2 The Other Party will not be permitted to dispose of, encumber, or establish any limited right on the goods delivered subject to retention of title, or to otherwise dispose of the goods in conflict with the retention of title, other than in the context of usual business operations.
- 7.3 BRIGHTEC does not forfeit its (reserved) ownership if and/or on account of the fact that the Other Party processed or treated the Goods received from BRIGHTEC. The Other Party shall, as the occasion arises, automatically hold the said Goods for BRIGHTEC.
- 7.4 The Other Party is held to (1) insure the delivered but (yet) unpaid (partly paid) Goods, (2) immediately transfer, on demand of BRIGHTEC, any and all rights of claim that the Other Party may in respect of the Goods delivered by BRIGHTEC have vis-à-vis third parties to BRIGHTEC by means of an assignment, (3) inform third parties that the Goods delivered by BRIGHTEC were delivered by BRIGHTEC subject to reservation of title if the Other Party did not pay the Goods (in full) (yet).
- 7.5 If the Other Party does not comply with its obligations or if there is good reason to fear that it shall not comply with its obligations then BRIGHTEC is authorised to take back (have taken back) the delivered Goods that are in pursuance of paragraph 1 subject to reservation of title from the Other Party or from third parties that keep the said Goods for the Other Party. The Other Party is held to lend full cooperation in the same subject to an immediately exigible penalty of 10% of everything that the Other Party is liable to pay to BRIGHTEC and the latter per day or part of a day that the Other Party does not comply with this obligation, without prejudice to the right to claim compensation and compliance with the obligations as intended in the previous sentence.
- 7.6 The Other Party is credited for the Goods taken back in pursuance of this article at the market value of the relevant Goods on the day they were taken back.

- 7.7 It is moreover noted that BRIGHTEC delivers any and all Goods subject to an undisclosed pledge on the Goods for the benefit of BRIGHTEC. The goods are therefore transferred to the Other Party, after the reservation of title has expired, encumbered with an undisclosed pledge for the benefit of BRIGHTEC. The said rights of pledge extend to additional security for the payment of everything that BRIGHTEC can or may claim from the Other Party on any account whatsoever. The Other Party shall on demand of BRIGHTEC sign a deed of establishment of a right of pledge and record this with the Dutch Tax Authorities.

#### Article 8 Right of retention

- 8.1 BRIGHTEC is in respect of any and all Goods that are by or on behalf of the Other Party in possession of BRIGHTEC, regardless of the reason or cause of this, entitled to a right of retention as long as the Other Party did not comply with its obligations, on any account whatsoever, vis-à-vis BRIGHTEC.
- 8.2 If the Goods as intended in paragraph 1 of this article are fully or partly destroyed or are otherwise damaged or decline in value, which cannot be blamed on intent or intentional recklessness on the part of BRIGHTEC, then the Other Party cannot claim any form of compensation in respect of the said Goods.

#### Article 9 Payment

- 9.1 Payment takes place either by cash on delivery or within 30 days from delivery, dependent on the choice of BRIGHTEC.
- 9.2 Payments made by the Other Party always serve to settle firstly the payment of all costs and interest owed, and thereupon to settle due and payable invoices which have been outstanding the longest, even if the Other Party states that the payment relates to a later invoice.
- 9.3 In the event of overdue payment the Other Party will be in default by operation of law without the requirement of any notice of default and it will be obliged to payment of statutory interest plus 2% over the amount due for the duration of the default.
- 9.4 All judicial and extrajudicial costs, which BRIGHTEC must incur for the recovery of its claim(s) against the Other Party, will be entirely at the expense of the Other Party. The extrajudicial costs are recorded at 15% of the outstanding amount, with a minimum of € 250.
- 9.5 BRIGHTEC will have the right, in cases to be determined by it, in order to ensure security for the fulfilment of the obligations of the Other Party under the Agreement:
- to exclusively deliver goods for cash on delivery;
  - to require advance payment wholly or in part;
  - to require that the Other Party provides an irrevocable and unconditional bank guarantee from a credit institution acceptable to BRIGHTEC.
- 9.6 The costs to be incurred related to the provisions of subclause 5 of this article will be at the expense of the Other Party.
- 9.7 The Other Party is not permitted to set off its claims against BRIGHTEC against the claims BRIGHTEC has against the Other Party. The Other Party is neither authorised to suspend payment of the amounts that it is liable to pay to BRIGHTEC. Objections to the level of an invoice or regarding the delivered Goods shall never entitle BRIGHTEC to suspend the payment.

#### Article 10 Auxiliary materials

- 10.1 The budgets, catalogues, images, drawings, specifications and other documents made available by BRIGHTEC to the Other Party, as well as all designs, moulds, matrix, stamps, tools and other auxiliary materials that are used by BRIGHTEC during the performance of the Agreement, including the auxiliary materials that are specially purchased or produced for the purpose of the delivery to the Other Party by BRIGHTEC, remain at all times the property of BRIGHTEC.
- 10.2 The Other Party is obliged, at its own expense, with regard to the documents and auxiliary materials that are made available to it:
- to mark these as recognisable property of BRIGHTEC;
  - maintain these in a good state of repair;

- to insure these against all risk, as long as it acts with regard to these auxiliary materials as holder;
  - to make these available to BRIGHTTEC on first request.
- 10.3 The Other Party is prohibited without the prior permission in writing from BRIGHTTEC from reproducing, copying, providing access to, or handing over to third parties the aforesaid documents and auxiliary materials, or from using (having used) these otherwise for the benefit of third parties, or from transferring these to third parties, whether or not for security.

Article 11 Hiring of third parties and transfer of rights and obligations

- 11.1 BRIGHTTEC is authorised to, without prior consent of the Other Party, fully or partly outsource the compliance with its obligations pursuant to the Agreement to third parties.
- 11.2 The Other Party is not authorised to fully or partly sell and/or transfer the rights and/or obligations pursuant to the Agreement to a third party.
- 11.3 BRIGHTTEC is without prior written consent of the Other Party authorised to sell and/or transfer the rights and/or obligations pursuant to an Agreement to a third party as also to transfer its claims to payment of fees to a third party.

Article 12 Industrial and intellectual property

- 12.1 If the Other Party has prescribed a specific construction, type of material or working method, the Other Party will indemnify BRIGHTTEC against (intellectual) property rights and other rights of third parties to such a construction, type of material or working method and the Other Party shall compensate BRIGHTTEC for the damages consequently incurred by BRIGHTTEC and/or third parties.
- 12.2 Any and all intellectual property rights, including but not limited to trademark rights, copyrights, model and database rights, trade name rights, patent rights, that are embodied in or derive from the Goods are vested in and exclusively belong to BRIGHTTEC. The Goods delivered to the Other Party by BRIGHTTEC pursuant to an Agreement do expressly not entail a transfer of any intellectual or industrial property right.
- 12.3 Any and all intellectual and industrial property rights, including but not limited to trademark rights, copyrights, model and database rights, trade name rights, patent rights, that are used or arise within the framework of the implementation of the Agreement and/or are included in the Goods or in a recommendation, including but not limited to products, production processes, applications, concepts, designs, drawings, inventions, models, techniques, works, methods, outcomes, creations, presentations, computer programs, know-how, data collections and other knowledge, are exclusively vested in BRIGHTTEC, unless stipulated otherwise.
- 12.4 The Other Party is not allowed to remove or change any indication regarding copyrights, trademarks, trade names or other intellectual and industrial property rights of the Goods delivered by BRIGHTTEC or the thereto-pertaining materials.
- 12.5 The Other Party shall always fully respect any and all intellectual and industrial property rights of BRIGHTTEC.
- 12.6 If and to the extent that the intellectual property rights that arise during the implementation of the Agreement are vested in the Other Party, they are transferred to BRIGHTTEC by the Other Party without consideration. The Agreement is qualified as a deed of transfer. The Other Party guarantees that the payable fee for the said intellectual property rights has been taken into account in the stipulated price and acknowledges and agrees that in case of reproduction and/or disclosure as intended above the Other Party shall not be entitled to any fee for the same from BRIGHTTEC. The Other Party will, on first request from BRIGHTTEC, provide its cooperation to formalities that are necessary to establish and/or enforce for the benefit of BRIGHTTEC the property rights referred to in the previous subclause.
- 12.7 If the transfer of the rights as intended in article 12.6 requires a further deed then the Other Party shall on demand of BRIGHTTEC lend its cooperation in the preparation and signature of this kind of deed, without imposing further conditions. The Other Party hereby already authorises BRIGHTTEC irrevocably

to prepare this kind of deed and to sign it on behalf of the Other Party. Up to the moment of full transfer of the intellectual property rights to BRIGHTTEC the Other Party grants an irrevocable, exclusive, worldwide and unlimited licence for the use of the intellectual property rights with the right to grant sublicences by BRIGHTTEC. The Other Party shall lend any and all possible cooperation in the acquisition, the disposal and the enforcement of the aforementioned intellectual property rights, both in and outside the Netherlands.

- 12.8 The goods realised as a result of joint development by the Parties can, without prior written consent of BRIGHTTEC, not be used for the benefit of third parties.
- 12.9 If the Other Party acts in breach of the aforementioned paragraphs of this article then it forfeits an immediately exigible penalty to BRIGHTTEC of € 25,000.00 per breach and an amount of € 2,500.00 for every day that the said breach continues, without prejudice to the right of BRIGHTTEC to claim compliance and/or compensation.

Article 13 Confidentiality

- 13.1 Both BRIGHTTEC and the Other Party are held to observe confidentiality in respect of any and all confidential information, inter alia with regard to commercial, strategic, financial, technical and/or other data, that they receive from each other within the framework of their Agreement.
- 13.2 Both during and after the term of an Agreement the Other Party shall handle the information about BRIGHTTEC (also including information about hourly rates, discounts) made available within the framework of the same confidentially and not disclose it to a third party, unless the said disclosure is required for the implementation of Agreement, and not use the same for purposes other than the implementation of the said Agreement. The Other Party shall impose the obligation pursuant to this article on its employees and third parties that the Other Party involves in the implementation of an Agreement.
- 13.3 If the Other Party acts in breach of the aforementioned paragraphs of this article then it forfeits an immediately exigible penalty to BRIGHTTEC of € 25,000.00 per breach and an amount of € 2,500.00 for every day that the said breach continues, without prejudice to the right of BRIGHTTEC to claim compliance and/or compensation.

Article 14 Obligation to investigate

- 14.1 BRIGHTTEC shall make its utmost effort to deliver the Goods in the same quantity and quality as the quantity and quality that were ordered by the Other Party and that were confirmed by BRIGHTTEC.
- 14.2 The Other Party is held to check within 8 days after delivery of the Goods as to whether the quantity and the quality are in order and correspond with the Agreement concluded by and between the Parties.
- 14.3 If the Other Party observes a defect in the quantity and/or the quality of the delivered Goods then the Other Party must report the defect to BRIGHTTEC in writing immediately after discovery and no later than 8 days after delivery of the Goods. If the Other Party demonstrates that the defect could reasonably not have been observed within the aforementioned time limit (invisible defect) then the Other Party must report the defect in writing to BRIGHTTEC within 8 days after discovery, at least within 8 days after the defect could reasonably have been detected.
- 14.4 The written notification as intended in article 14.3 must contain a description of the defect that is as detailed as possible. In addition, the Other Party must also include the invoice number and the packing slip pertaining to the delivery in order that the BRIGHTTEC can react as adequately as possible to the complaint.
- 14.5 If a complaint was not reported within the time limit as intended in article 14.3 and/or does not comply with the requirements included in article 14.4 then any and all rights of the Other Party regarding the observed defect and/or the observed shortcoming expire by operation of law.
- 14.6 BRIGHTTEC shall make an effort to assess as to whether a complaint is justified within 14 days after receipt of the complaint.

- 14.7 If a complaint is declared to be unjustified, whether or not by the BRIGHTTEC, then BRIGHTTEC can, at its sole discretion, improve / remedy the relevant part of the delivery or again deliver to the Other Party or send a credit note to the Other Party for the relevant part of the delivery, which is subsequently deemed to have been cancelled. If a complaint is declared to be justified then the Other Party is not entitled to any other form of compensation (for damages) than indicated in the aforementioned sentence and is not entitled to cancel or terminate the Agreement.
- 14.8 Only after prior written consent of the BRIGHTTEC s the Other Party entitled to return Goods to BRIGHTTEC. Return shipments that were not preceded by a complaint and the thereto-pertaining data about the complaint or by written consent of BRIGHTTEC are not allowed. If the Other Party returns the Goods notwithstanding these provisions then BRIGHTTEC shall, to the extent that they are not rejected by BRIGHTTEC, keep these Goods available for the Other Party, which shall be at the risk and expense of the Other Party. BRIGHTTEC keeps these Goods without there being question of any acknowledgement of the correctness of a claim to warranty on the part of the Other Party. The costs of return shipments are at the expense of the Other Party.
- 14.9 Complaints do not release the Other Party from its payment obligations.

#### Article 15 Guarantee

- 15.1 BRIGHTTEC guarantees that the delivered goods or parts will be free of defects that are the direct result of faults in materials, manufacture and/or construction for a period of 12 months from delivery. Other communications by or on behalf of BRIGHTTEC with regard to the quality, composition, application possibilities, characteristics in the broadest sense of the word, etc. of the delivered Goods and other communications are only qualified as guarantees if they were expressly confirmed by BRIGHTTEC in writing in the form of a guarantee.
- 15.2 In derogation from the provisions of article 15.1 the guarantee for goods or parts of goods that BRIGHTTEC has purchased from third parties, or has had developed and/or produced by third parties, is limited to the guarantee that BRIGHTTEC acquires from these third parties.
- 15.3 Reliance on the guarantee will only be dealt with by BRIGHTTEC if this is submitted in writing to BRIGHTTEC within 14 days from the discovery of the defect, or within 14 days after the defect could reasonably have been discovered.
- 15.4 All guarantee claims and claims on account of a failure to comply with the Agreement vis-à-vis BRIGHTTEC will lapse if:
- the Other Party, without prior permission from BRIGHTTEC, personally makes changes or carries out repairs of the delivered goods or has had third parties make or carry out these;
  - there is incompetent or improper use;
  - the installation or user manual is not strictly followed;
  - during the installation parts were used other than the original (supplied extra by) BRIGHTTEC parts;
  - the defect is the result of causes other than faults in the materials, manufacture and/or construction;
  - the Other Party fails in the fulfilment of obligations ensuing from the agreement;
  - constructions, materials or working methods prescribed by the Other Party have been applied;
  - maintenance has been incorrectly, insufficiently or not at all carried out;
  - the defect is the result of usual wear and tear.
- 15.5 Minor deviations in measurement, colour, weight or number will not form a ground for reliance on the guarantee and neither form a shortcoming on the part of BRIGHTTEC.

- 15.6 The costs of repairs of the delivered goods that the Other Party has carried out personally or has had carried out by third parties without the prior permission from BRIGHTTEC will never be at the expense of BRIGHTTEC.
- 15.7 If a reliance on a guarantee is declared to be justified, whether or not by BRIGHTTEC, then BRIGHTTEC can, at its sole discretion, improve / remedy the relevant part of the delivery or again deliver to the Other Party or send a credit note to the Other Party for the relevant part of the delivery, which is subsequently deemed to have been cancelled. If a complaint is deemed to be justified then the Other Party is not entitled to any form of compensation (for damages) other than indicated in the aforementioned sentence and is not entitled to cancel or terminate the Agreement. BRIGHTTEC reserves the right to charge additional costs to the Other Party, e.g. travelling, subsistence and wage expenses and the costs of despatch and assembly (disassembly).
- 15.8 If it is established that a complaint is unfounded, all costs that BRIGHTTEC must incur due to this will be at the expense of the other party.
- 15.9 If BRIGHTTEC, for the fulfilment of its guarantee obligations, again delivers goods or parts thereof, the goods or parts to be replaced will become the property of BRIGHTTEC at the time of the replacement.
- 15.10 Return consignments will be exclusively accepted after prior permission in writing from BRIGHTTEC has been obtained. Return consignments will take place at the expense and risk of the Other Party.

#### Article 16 Liability

- 16.1 If it is established in court or otherwise that BRIGHTTEC is liable vis-à-vis the Other Party for damages that are incurred in connection with the Agreement, or on account of an unlawful act or on any other account, then the said liability, including a potential payment obligation on the basis of section 230 and/or section 271 of Book 6 of the Dutch Civil Code, shall always in its totality be limited to the provisions set forth in this article:
- a. BRIGHTTEC shall never be liable for damages that occur on account of the fact that BRIGHTTEC departed from incorrect data / files supplied by the Other Party;
  - b. BRIGHTTEC shall never be liable for the lost profit, lost income, lost turnover, lost savings, losses due to business and other interruptions incurred by the Other Party;
  - c. the liability of BRIGHTTEC, including a potential payment obligation pursuant to section 230 and/or section 271 of Book 6 of the Dutch Civil Code, vis-à-vis the Other Party shall always be limited to the amount that is, as the occasion arises, paid out pursuant to the liability insurance of BRIGHTTEC;
  - d. if the liability insurance of BRIGHTTEC does – for any reason whatsoever – not proceed with payment then it is noted that the liability of BRIGHTTEC, including a potential payment obligation pursuant to section 230 and/or section 271 of Book 6 of the Dutch Civil Code, is limited to:
    - the net value of the invoice regarding the Goods to which the harmful event is related or, if multiple invoices are related to the harmful event, the net value of the last of this series of invoices sent to the Other Party by BRIGHTTEC prior to the moment that the harmful event took place;
    - or, if the harmful event is not based on a delivery of Goods or an invoice was not sent for it, the net value of the last invoice sent to the Other Party by BRIGHTTEC prior to the moment that the harmful event took place;
  - e. if the liability insurance of BRIGHTTEC does – for any reason whatsoever – not proceed with payment then it is noted that the total liability of BRIGHTTEC, including a potential payment obligation pursuant to section 230 and/or section 271 of Book 6 of the Dutch Civil Code, vis-à-vis the Other Party in connection with its imputable failing or late and/or improper performance or on any other account – regardless of the number of harmful events – shall in no instance exceed the net value of the last invoice sent to the Other Party by BRIGHTTEC prior to the moment that the harmful event took place, on the condition that the total liability of BRIGHTTEC shall never exceed a maximum of € 20,000.00.

- 16.2 These limitations are only not applicable in case of intent or intentional recklessness of BRIGHTTEC and/or of managers of BRIGHTTEC.
- 16.3 All subordinates of BRIGHTTEC can on an equal basis as BRIGHTTEC rely on the aforementioned provisions vis-à-vis the Other Party and, where required, also vis-à-vis third parties.
- 16.4 Damages for which BRIGHTTEC can be held liable must forthwith, however at the latest within 14 calendar days after the occurrence of the same, be reported to BRIGHTTEC in writing, subject to forfeiture of the right to compensation for the said damages. This time limit is not applicable if the Other Party can render plausible that the damages could not have been reported earlier due to justified reasons.
- 16.5 An action for liability vis-à-vis BRIGHTTEC expires within 12 months after the Other Party has become familiar with the harmful event or could reasonably have been familiar with the same.
- 16.6 The Other Party fully indemnifies and compensates BRIGHTTEC and its affiliated companies against and for any and all claims of third parties in connection with damages, losses, costs and expenses of the said third parties that derive from or are related to a shortcoming in the implementation of an Agreement by the Other Party or that other third parties incur or make as a result of a filed claim, instituted proceedings or the threat thereof, also including but expressly not limited to claims as intended in section 185 in conjunction with section 190 of Book 6 of the Dutch Civil Code as well as the amount of the deductible mentioned in the said sections as well as claims on account of infringement of an intellectual property right in connection with the delivery.
- 16.7 If BRIGHTTEC is on the said account addressed by third parties then the Other Party is held to assist BRIGHTTEC both in and out of court and to forthwith do everything that can in that case be expected of the same.

#### Article 17 Termination

- 17.1 In the event of failure by the Other Party in the fulfilment of its obligations under the Agreement, or under other agreements ensuing therefrom, as well as in the event of its insolvency, moratorium (or when an application is submitted for this purpose) and in the event of cessation, liquidation or takeover or any comparable situation taking place at the company of the Other Party, it will be in default by operation of law. In that event BRIGHTTEC will have the right to unilaterally terminate the Agreement, wholly or in part, without notice of default and without judicial intervention, by means of a registered letter to the Other Party and/or to suspend its obligations under the Agreement, without BRIGHTTEC being obliged to any compensation and without prejudice to further rights accruing to BRIGHTTEC, including the right to compensation in full.
- 17.2 All claims that BRIGHTTEC might have or acquire against the Other Party in the aforesaid events will be immediately due and payable in full.
- 17.3 In case of termination of the Agreement any and all claims of BRIGHTTEC vis-à-vis the Other Party immediately fall due and BRIGHTTEC is entitled to payment of the activities performed and the costs incurred up to the moment of termination.

#### Article 18 Force Majeure

- 18.1 In the event of force majeure the one party can suspend its obligations during the existence of this situation, provided that the other party is informed expressly in writing immediately after the occurrence of the force majeure situation. Those situations apply as force majeure which prevent the performance of this Agreement and which are not attributable to causes, which in all reasonableness and fairness are at the risk of this party. Force majeure pursuant to section 75 of Book 6 of the Dutch Civil Code is, for the purpose of these General Terms and Conditions, understood as, apart from what is understood as such by law and case law, all external causes as well as the consequences thereof, foreseen or unforeseen, that are beyond the control of BRIGHTTEC however as a result of which a Party is unable to comply with its obligations or as a result of which it is impossible, objectionable and/or disproportionately expensive for a Party to such degree that it can reasonably

not be expected of the Party to comply with the Agreement. Industrial action at the company of the said Party or of third parties must in any case be included as well as extreme weather conditions, breakdown of machinery, failure of machinery, disruptions in the power supply and the circumstance that a performance that is in the interest of the performance to be delivered by a Party is not, not in a timely fashion or not properly delivered to the said Party. BRIGHTTEC is also entitled to rely on force majeure if the circumstance that prevents (further) compliance with the Agreement occurs after BRIGHTTEC should have complied with its obligation. The other party will be entitled to immediately terminate the Agreement in writing without notice of termination and without judicial intervention if the force majeure situation has already been in existence for 2 months.

#### Article 19 Product Recall

- 19.1 In urgent instances, which shall in any case include the instance that the Goods to be delivered or the delivered Goods do not appear to comply with the, whether or not statutorily, imposed requirements, in the course of which BRIGHTTEC shall assess whether or not an instance can be qualified as urgent, the Other Party is, on demand, held to return the already delivered Goods to BRIGHTTEC and, in case the Goods have already been delivered to third parties by the Other Party, recall these from the relevant third parties. If BRIGHTTEC proceeds with a product recall as intended above then the Other Party is held to take any and all measures in connection therewith that BRIGHTTEC deems necessary and to in this respect comply with any and all instructions of BRIGHTTEC that are related to the product recall and the Other Party shall in turn take as many measures as possible to limit the damages and shall make every effort. If BRIGHTTEC decides to proceed with a product recall then BRIGHTTEC is exclusively held to replace the Goods or to send a credit note to the Other Party in connection with the recalled Goods. In case of a product recall BRIGHTTEC cannot be held to pay any form of compensation to the Other Party.

#### Article 20 Applicable law, Disputes

- 20.1 Dutch law exclusively applies to the Agreement and all agreements ensuing therefrom. The United Nations Convention on Contracts for the International sale of Goods (the "Vienna Sales Convention 1980") does not apply.
- 20.2 All disputes (including disputes that are only considered to be a dispute as such by one of the parties) that might arise as a result of the Agreement, or agreements ensuing therefrom between parties, will be submitted to the court with competent jurisdiction in the Amsterdam district.

#### Article 21 Concluding Provisions

- 21.1 If and insofar as the agreement consists of the execution of installation and/or mounting work by BRIGHTTEC, the General Delivery Conditions for Mechanical and Electrical Installers (Dutch 'ALIB' '92) will exclusively apply to these General Terms and Conditions.
- 21.2 The declaration of voidness of one or more provisions of the Agreement, including these General Terms and Conditions, will not affect the binding nature of the other provisions contained in the present agreement. The agreement will be interpreted as if the non-binding provision had been omitted.
- 21.3 These General Terms and Conditions were originally drawn up in the Dutch language. In the event of uncertainty or difference of interpretation and/or explanation of a translated version of these General Terms and Conditions, the Dutch text will at all times be decisive.
- 21.4 These General Delivery Terms and Conditions were filed after adoption with the Chamber of Commerce in Amsterdam.

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