

Terms & Conditions of Supply AirTrack Factory

Article 1 General

1.1 In these Terms & Conditions of Supply (hereinafter: the "T&C") Airtrack Factory B.V., a limited liability company under the laws of the Netherlands, having its business seat at Bijsterhuizen 11-78, 6546 AS Nijmegen, the Netherlands, will be referred to as 'the Supplier'.

1.2 In these T&C 'the Client ' refers to those who, as a (future) buyer, principal etc. enter into negotiations to conclude agreements with the Supplier with regard to the goods and/or services to be provided and/or activities to be executed by the Supplier, also when several (legal) persons act jointly.

1.3 These T&C are applicable to all offers by the Supplier and to all agreements between Client and Supplier.

1.4 Applicability of own terms and conditions of the Client, or of other terms and conditions, rejected by the Supplier explicitly.

1.5 Deviations from and/or additions to these T&C only bind the Supplier if and insofar this has been confirmed in writing by the Supplier with so many words.

1.6 If any stipulation in the agreement concluded between Supplier and Client would lack legal validity, the Supplier reserves the right to replace it with a stipulation that is not unreasonably burdening for the Client which approaches the invalid stipulation or the stipulation that may be invalidated, in view of the nature and remaining content of the agreement, the mutual identifiable interests and the other circumstances of the case.

Article 2 Offers, confidentiality, copyrights and industrial property

2.1 Each offer, inclusive of possible related descriptions and other data, is non-binding, unless, to the extent that it has been stated by the Supplier otherwise in writing with so many words. Only if the latter is the case, an offer will be binding.

2.2 The descriptions and other data submitted by the Client for the purpose of the issuing of an offer to the Client, will be regarded by the Supplier as guidelines to the agreement.

2.3 Each offer of the Supplier is based on delivery under normal circumstances.

Article 3 Conclusion of the agreement in case of a binding resp. non-binding offer

3.1 A binding offer issued by the Supplier will only lead to an agreement if it has been accepted timely and integrally in writing, and/or a down payment has been made, in the case when in the absence thereof no agreement is concluded.

3.2 In case of a non-binding offer and in all other cases, an acceptance by the Client will only bind the Supplier after and to the extent that such has been confirmed in writing by the Supplier, or after and to the extent that the Supplier has started with the execution thereof.

3.3 If the confirmation set forth in the case set forth under 3.2 has not taken place within 14 days after the order has reached Supplier and neither the Supplier has started the execution within that term, then no agreement has been concluded.

3.4 The confirmation as referred to under 3.2 is deemed to be correct, unless per return communication, which means within 2 days after the sending objections in writing have been received by the Supplier. In that case no agreement has been concluded.

3.5 The absence of a written order confirmation leaves the claims of the Supplier to payment unaffected.

Article 4 Price

4.1 Unless it has been agreed differently in writing, all price quotes are issued under the precondition of price changes.

4.2 Unless it has been agreed in writing, the prices offered and agreed upon are:

- a. based on the purchase prices, wages, wage expenses, social premiums and government charges, freight, insurance premiums and other costs in place at the date of the offer;
- b. based on delivery ex Nijmegen, the Netherlands, unless stated differently;
- c. exclusive of VAT, other levies imposed or to be imposed by the government, other taxes, levies and duties;
- d. stated in Euro, possible exchange rate changes will be charged onwards.

4.3 The Client accepts that prices in offers in case of a non-binding offer and in case of a binding offer will be corrected because of obvious errors in writing by the Supplier, unless the Client demonstrates that he has been unreasonably disadvantaged because of this.

Article 5 Delivery, delivery risk and inspection

5.1 Unless it has been agreed otherwise, delivery takes place from the company/warehouse in Nijmegen, the Netherlands.

5.2 The transport of the goods takes place for the risk and the account of the Client, even when the forwarder requests that on freight letters, transport addresses etc. the stipulation is present that all transport damage will be for the risk and the account of the sender. Possible costs for covering risks are for the account of the Client.

5.3 Possible specific wishes of the Client regarding the transport / the shipping shall only be executed if the Client has declared that he shall bear the extra costs thereof. The Client will arrange for suitable transport insurance.

5.4 The manner of transport, shipping, packaging etc, will be determined by the Supplier as a good merchant, if no further instruction has been given by the Client to the Supplier, without the Supplier bearing liability for this.

5.5 Possible shortages or (visible) damages of the delivered good and/or the packaging which are established at delivery should be stated or let be stated by the Client on the delivery form, the invoice and/or the transport documents, the absence of which the Client is deemed to have approved the delivered good and/or the packaging and in the absence of which complaints shall no longer be treated. The administration of the Supplier is determining in this respect.

5.6 Complaints should be submitted within the term set forth in article 11.1.

5.7 After the expiration of the term set forth in 11.1 for the submission of complaints, the Client is deemed to have approved the delivered and/or the invoice. In that case complaints of whichever nature shall not be treated anymore by the Supplier.

Article 6 Term of delivery

6.1 Delivery terms are provided by way of an estimate. The stated delivery terms shall never be regarded as a fatal term, unless it has been agreed explicitly.

6.2 The delivery term starts at the last of the following times:

- a. the day of concluding the agreement;
- b. the day of receipt by the Supplier of that what according to the agreement has to be paid by the Client in advance.

6.3 Exceeding the delivery term does not oblige the Supplier to pay any compensation for damages. The Client may declare the Supplier after a repeated exceeding of the delivery term in writing in default, stating the last (reasonable) term of

delivery. Hereafter the Client has the right to declare the agreement dissolved, unless the Supplier is in a situation of Force Majeure.

6.4 A notice of default should take place in writing while observing a reasonable term, which in each case is not shorter than 10% of the delivery time with a minimum of 3 weeks.

6.5 If the Client does not comply with any obligation from the agreement or with a cooperation to be expected of him with regard to the execution of the agreement then, notwithstanding the other rights of the Supplier, the term of delivery will be extended with the duration of the delay caused by it. If a term of delivery is extended as a result of the aforementioned delay, then the term of delivery, to the extent necessary, with the extra delay that emerges as a consequence of the planning of the production of the Supplier.

Article 7 Force Majeure

7.1 The agreed delivery terms will be extended with the period during which the Supplier is impeded by Force Majeure, directly or indirectly, to comply with his obligations.

7.2 As impeded will also be regarded: hindered to a serious degree, for instance in case of illness.

7.3 Under Force Majeure will be understood each circumstance as a consequence of which the compliance with the agreement cannot reasonably be required by the Client, including: war, danger of war, civil war, riots, fire, water damage, work strikes, company occupation, exclusion, import and export limitations, governmental measures, defective machineries, disruptions in the delivery of water and/or energy in the enterprise of the Supplier.

7.4 Under Force Majeure shall also be understood the circumstances stated under 7.3 in the enterprises of third parties from whom the Supplier obtains the necessary services, materials etc. in part or in their entirety.

7.5 Under Force Majeure shall also be understood all other circumstances independent of the will of the Supplier.

7.6 If the period of Force Majeure has lasted 3 months, or will last with certainty, then both parties have the right to dissolve (the rest of) the agreement in writing. This shall not lead to a liability in either direction.

7.7 In case of the situation described under 7.6 possible advance payments received by the Supplier shall be refunded, it being understood that all that has already been performed by the Supplier shall be paid by the Client or shall be settled with him proportionally to the agreed invoice values.

Article 8 Retention of property

8.1 The Supplier remains the owner of the goods supplied or to be supplied by him for as long as the Client has not complied with all his obligations, obligations from other legal relations with Supplier included, inclusive of possible compensation for damages, interest and fines, towards the Supplier, also if for the payment no surety has been set.

8.2 The Client shall not process or sell the delivered goods other than in the normal execution of his enterprise; especially the Client shall not encumber these goods with a (silent) lien for the benefit of third parties.

8.3 In case the Client does not comply with any obligation from the agreement or similar and non similar agreement, the Supplier will be entitled to repossess the delivered goods, without a notice of default being required thereto. The Client authorizes the Supplier and representatives designated by the Supplier to enter the location where these goods are located for that purpose.

8.4 The Client will forfeit a contractual fine that cannot be reduced by the court of € 500 for each day that he refuses to cooperate with the exercise of the retention of property by the Supplier.

8.5 The Client is in case of the resale of the goods delivered by the Supplier in the normal execution of his enterprise, required to stipulate the same retention of property as has been stipulated in this article.

8.6 The Client commits to insure and keep insured the goods supplied under retention of property against fire, explosion and water damage as well to provide the policy of this insurance upon the first request for viewing to the Supplier. In case of a possible payout of the insurance, the Supplier is entitled to these monies. To the extent necessary, the Client obliges toward the Supplier, in advance, to provide his cooperation to all that may (or prove to) be necessary or desirable in this framework.

Article 9 Payment, default and surety

9.1 Insofar not determined differently in an offer by the Supplier, a payment of 100% of the agreed price should take place upon the conclusion of the agreement net in cash, without any deduction or set-off, by means of a deposit or transfer into a bank account designated by the Supplier. Payment needs to take place within 14 days after the date of the invoice net in cash, or when delivered from stock, before shipping, without any deduction or set-off, or by means of a deposit or transfer into a bank account designated by the Supplier. In the latter case the value date stated on the bank statements of the beneficiary shall be decisive and will therefore be regarded as day of payment.

9.2 All payments as referred to under 9.1 need to take place in the Netherlands, in Euro and without a right to suspension and set-off. Also when the Client complains on time, then this does not suspend his payment obligation. The Client also in that case is required to purchase and payment of the otherwise ordered goods, unless there is no independent value related to.

9.3 The invoicing and payment of the price changes set forth under 4.3, will take place as much as possible in accordance with the stipulations of this article.

9.4 Each payment of the Client will serve primarily for the satisfaction of the interest due by him as well as the collection costs and/or administration costs incurred by the Supplier and shall after that be deducted from the oldest due claim. The out-of-court collection costs are set at a minimum of 15 percent of the principal.

9.5 If the Supplier accepts any security or bond in relation with payments, then that security will only be regarded as a surety and shall the payment only have taken place after the due amount has been credited to the bank account set forth under 9.1 or has been received in cash by the Supplier.

9.6 The Client in default by law, in the cases that the Client:

- a. is declared to be in a state of bankruptcy, releases his assets, request a suspension of payment or a seizure of his assets in part or in their entirety takes place;
- b. dies, is put under supervision, his assets are put under supervision or by another circumstance that results in the Client no longer having the free disposition of his assets;
- c. does not comply with any obligation imposed on him by the force of the law or an agreement concluded with the Supplier;
- d. omits to pay the amount of an invoice or a part thereof within the term set for it;
- e. proceeds to cessation or transfer of his enterprise or an important part thereof, including the introduction of his enterprise in an existing company or a company to be incorporated, or to a change of the (statutory) objective of his company.

9.7 In case of a default by the Client, as described under 9.6, all claims of the Supplier on the Client are immediately payable on demand and will be due an interest of 1 percent interest per month, unless the interest by law for trade transactions should be

higher, in which case this interest by law is due, from the moment of the earlier due date. The Client shall also pay to the Supplier the out-of-court costs that the Supplier becomes liable to pay to third parties in relation thereto in accordance with the declarations in compliance with the internal costs made by the Supplier, which internal costs are set by forfeit at 2 percent of the total of the claims, the one and the other notwithstanding the claims of the Supplier on possible in court costs.

9.8 Notwithstanding what is set forth in 9.7, the Supplier in case of default of the Client has the right to suspend the (further) execution of his obligations for a period of no more than 3 months and to repossess the goods forming property of the Supplier in part or in their entirety or to dissolve the current agreements in their entirety or in part. The one and the other notwithstanding the other rights of the Supplier.

9.9 During the period of suspension, the Supplier has the right, and at the end thereof, the obligation, to choose for either further execution, or a partial or complete dissolution of the agreements for which the performances have been suspended.

Article 10 Execution, warranty and liability

10.1 The Supplier shall comply with his obligations to the best of his knowledge and abilities, whereby he may make use of third parties and vouchsafes the proper character of his own performances.

10.2 The goods and services to be supplied by the Supplier meet the usual requirements and standards of the Supplier which were required at the moment of delivery and for which they are meant for normal usage. 'Normal usage' of the products is defined in the user manual made available by the Supplier.

10.2.1 When damage has resulted from circumstances as meant in art. 10.2 only damage which is covered by the supplier's insurance, or damage which in all fairness should have been insured, considering what is customary in that branch, will be awarded.

10.3 Each form of guarantee and liability as to the supplier will be invalidated in case a defect has been caused as a result of or arising from injudicious or improper use of the goods. The client is also not entitled to any guarantee, nor can he refer to the supplier's liability, in case the defect has been caused by, or has resulted from, circumstances beyond the supplier's control, including vandalism and weather conditions (including, but not limited to, extreme rainfall, wind or temperatures).

10.4 The warranty set forth in section 3 of this article shall be in place for a period of 24 months after delivery and only for material and manufacturing.

10.5 Compliance with warranty stipulations does not extend the warranty period.

10.6 The value of the warranty provided by Supplier can in no case exceed the, originally paid, invoiced and received amount following a delivery. After delivery, the value of the object is 50% of the original value. One year after delivery, the value of the object is 25% of the original value.

10.7 Warranties with regard to goods sourced from third parties shall in no case exceed the warranty that the concerned supplies have promised to the Supplier.

10.8 If and insofar as the Supplier regarding a promised warranty will have a transferable claim towards a third party within or outside the Netherlands, then by the sole transfer of that claim, the Supplier will be released in full of his warranty obligations.

10.9 Obligations from warranties can be suspended by the Supplier until the Client has complied with all his due obligations.

10.10 The liability of the Supplier is limited to defects of which the Client proves that they have emerged within an agreed warranty period after delivery, exclusively or to a considerable extent as a direct consequence of errors in the goods processed by the Supplier and that the errors and defects have been reported timely to the Supplier.

10.11 For further consequences and/or other damage, from whatever capacity, the Supplier shall not be liable.

10.12 If a case as described in 10.10 occurs, the Supplier, except for Force Majeure will arrange for a repair free-of-charge. Whereby the Client will arrange for transport of the object to the Supplier. If repair is not possible, then Supplier shall pay the value of the object to a maximum as set forth in article 10.6.

10.13 The Supplier is not liable for damage of whatever nature, arisen because the Supplier has relied on incorrect and/or incomplete data provided by or on behalf of the Client.

10.14 The Supplier is never liable for indirect damages, thereby included consequential damage, missed profits, missed savings and damages because of enterprise stagnation.

10.15 The liability of the Supplier is limited to the maximum of the invoice value of the order, at least to that part of the order to which the liability relates. In all cases, the liability of the Supplier is limited to the amount that its insurer pays out in the concrete case.

10.16 The Client will safeguard the Supplier against possible claims by third parties for damage for which the Supplier has excluded liability.

10.17 The use of the goods is at the own risk of user. The Supplier is not liable for injury due to use of its goods.

Article 11 Complaints and forfeit of claims

11.1 Each claim regarding shortcomings in the compliance with the obligations of the Supplier, that could have been known within 8 days after delivery upon meticulous inspection or testing to the Client, will be forfeited if no complaint in writing has been issued to the Supplier within that term.

Article 12 Joint and several liability

12.1 If the Client is more than one natural and/or legal person, then all of them are jointly and severally liable for the compliance with the obligations of the Client towards the Supplier.

Article 13 Choice of law and competent court

13.1 The law of the Netherlands shall exclusively apply to the legal relation of the Supplier with the Client, excluding the stipulations of the Vienna Purchase Treaty 1980 (CISG).

13.2 All disputes that arise from the legal relation set forth in 13.1 or with regard to a further or extending agreement, as a consequence of the legal relation referred to, shall be decided by the courts of the Netherlands. If in the first instance it is the district court that is competent, then that will be exclusively the Court of Arnhem, unless the law prescribes differently mandatorily.

Article 14 Changing and interpretation of these T&C

14.1 Applicable shall always be the latest published or handed over version as in force at the time of the conclusion of the legal relation with the Supplier.

14.2 The Dutch text of these general T&C is at all times decisive for the interpretation thereof.