

General Conditions of Delivery of the Vidras Group October 2014

§ 1 – General part

Article 1 - Definitions

Vidras Group	Trade name of Vidras Holding BV located in Deventer.
General Conditions	The General Conditions of Delivery of the Vidras Group. These General Conditions can be requested from the Vidras Group.
Products/Services	The products/services to be delivered/carried out by the Vidras Group for the Contracting Party as further described in paragraph 2 of these General Conditions.
Contracting Party	The contracting party of the Vidras Group.
Assignment	The specific agreement for the delivery of Products/Services to which the rules, as described in these General Conditions, apply.

Article 2 - Applicability

- 2.1. These General Conditions are applicable to all offers done by the Vidras Group and all closed agreements by the Contracting Party for the delivery of Products and/or Services by the Vidras Group.
- 2.2. General conditions of the Contracting Party are explicitly denied and will not be applicable to the agreements between the Vidras Group and the Contracting party.

Article 3 - Offers

- 3.1. Offers made by the Vidras Group are without obligations and are valid for 30 days unless otherwise stated.
- 3.2. The Vidras Group shall be able to trust the correctness and completeness of all information, drawings and other specifications that are supplied by the Contracting Party in order to come to an offer. The Vidras Group will base the offer on this, possible errors or omissions in information supplied by the Contracting Party will be for the account of the Contracting Party.
- 3.3. In case materials need to be purchased by the Vidras Group concerning the Assignment then the costs will be charged to Contracting Party against the cost price with an uplift of 10%.

Article 4 – Realisation of the agreement.

The agreement of the Assignment is realised at the moment that either Vidras Group has confirmed the order of the Contracting Party or the Contracting Party has accepted the offer of the Vidras Group without changes.

Article 5 – Reimbursement and prices

- 5.1. The in the offer, contracts and orders mentioned prices are based on the costs (f.i. currency rates, manufacturers prices , raw- and material prices, development- and production costs, salary- and transport costs, insurance premiums, taxes, import duties and other taxes from governments ways) at the time of the agreement to the Contracting Party by Vidras Group for delivered Services.
- 5.2. All tariffs and prices are excluding tax (VAT) and excluding additional costs such as costs for dispatch, packaging and transport, insurance, travel and accommodation costs.
- 5.3. The Vidras Group is authorised to charge an increase in tariff-determining factors to the Contracting Party. Only in the event that an increase in price occurs after the date of the contract, but before the date of delivery. Additionally, the Vidras Group has the right, in such a case, to annul the agreement as a whole or partially without the necessity of legal mediation. This right will also come to the contracting party, however only if we state ourselves within three months after closing the agreement on the point of view that the change in price is due to an increase in the costs. When contracting party wishes to use this right, he needs, within five days after receiving the notice of price increase, to inform Vidras Group of this annulment by registered letter.

Article 6 – Delivery time and delivery place

- 6.1. Delivery times will be determined by the Vidras Group to the best of its knowledge, however they will be approximate; the indicated times will never be valid as fatal time.
- 6.2. The Vidras Group is not responsible for damage that occurs due to a late delivery unless the damage was due to a deliberate act or gross negligence on the side of the Vidras Group.

- 6.3. The delivery time is valid from the moment that the Vidras Group has all necessary information, drawings and other information in its possession, necessary to carry out the Assignment, and agreement on all details of the agreement has been reached.
- 6.4. The delivery time will be extended with the time during which the Contracting Party has failed to deliver the necessary information or has failed to pay any outstanding amount regarding the Assignment in case it was agreed that the payment would take place in instalments and these instalments are due.

Article 7 – Designs, materials and samples

- 7.1. The Contracting party is responsible for the drawings made by or on behalf of it and for the functional suitability of the materials prescribed by or on behalf of it.
- 7.2. The Contracting party will guard the Vidras Group against any claims by third parties regarding the use of the supplied drawings, calculations, samples, and models etc. by or on behalf of Contracting Party
- 7.3. Where the Assignment is (also) related to the research of samples it is stated that, unless otherwise agreed in writing, the selection, representation, indication of codes, brand or product names and the availability (including transport) to the Vidras Group of the samples for research is carried out under the responsibility and for the risk of the Contracting Party.

Article 8 – Intellectual property Vidras Group

- 8.1. The Vidras Group reserves the rights of intellectual property of the offers made by it, supplied designs, (technical) drawings and descriptions, indications of measures, calculations, system designs, ways of working, reports and other items, regardless of any costs thereof being charged to the Contracting Party.
- 8.2. It is forbidden for the Contracting Party to copy, publish or exploit any data or items mentioned in this article without the explicit permission of the Vidras Group in advance. The Contracting Party will receive a penalty of € 25.000,- when this provision is violated next to the legal compensation that can be claimed by the Vidras Group.
- 8.3. It is not allowed for the Contracting Party to change or delete any indication regarding copyrights, brands, trade names or other rights of intellectual property, including the indications concerning the confidential nature and the secrecy of the information supplied to it and Items as meant in this article.

Article 9 – Rights on results

- 9.1. The Contracting Party has within the framework of the Assignment the complete and free right of use of the results of the Assignment, as supplied by the Vidras Group to Contracting Party, unless it concerns confidential information as mentioned in these General Conditions of Delivery.
- 9.2. The Vidras Group has the right to use the results as meant in this article for third parties or to allow third parties to use them, unless the parties have agreed otherwise.
- 9.3. In the event that the Contracting Party obtains a patent based on the results of the Assignment it will grant the Vidras Group a free non-transferable license for the concerned invention.
- 9.4. The Vidras Group cannot be hold responsible for the outcome of given advice or the caused damage as a results of any advice.
- 9.5. The Vidras Group cannot be hold responsible for failures on products which are not produced by the Vidras Group.

Article 10 – Liability and Force Majeure

- 10.1. During the activities the Vidras Group will strive to carry out the activities to the best of its ability, taking all the care that can be expected from Vidras Group
- 10.2. The Vidras Group is liable for damage that is caused to the Contracting Party and whose damage is directly and exclusively the result of a deficiency that is imputed to the Vidras Group. Only the damage that the insurance of the Vidras Group covers will be eligible for compensation. The damage to be compensated, however, is always limited to the amount that the Contracting Party owes to the Vidras Group regarding the concerned Assignment, however, to a maximum of € 1.500.000,-.
- 10.3. The Vidras Group is not liable for damage that the Contracting Party suffers due to wrong or incomplete information and/or materials supplied by the Contracting Party.
- 10.4. The Vidras Group is not bound to compensate the damage mentioned in this article in the case of Force Majeure on the side of Vidras Group. Force Majeure means every situation, independent of the will of Vidras Group, through which the fulfilment of a part or all of the obligations of Vidras Group to the Contracting Party is being

prevented, delayed or made uneconomical or through which the fulfilment of these obligations cannot reasonably be expected from Vidras Group.

- 10.5. In the event that the Vidras Group cannot fulfil its obligations to the Contracting Party due to force majeure, then the obligations will be suspended for the duration of the situation; Vidras Group will notify the Contracting Party as soon as possible of a situation of force majeure.
- 10.6. Company damage, such as, but not exclusively lost profit, stagnation damage and damage caused by a deliberate act or carelessness of assisting persons, is not eligible for compensation. This also counts for damage of the Contracting Party, caused by or during the execution of the Vidras Group's activities resulting from the agreement, to Items which are being worked on or to Items that are located in the vicinity of the location where the activities are being carried out.
- 10.7. The Contracting party shall protect the Vidras Group from all claims by third parties for whatever cause, regarding compensation of damage etc. which is related to the Services or Items delivered or still to be delivered or comes forth from the use of delivered Services and Items, except in case of intent or equally gross negligence of Vidras Group.
- 10.8. The Vidras Group is only liable for shortcomings of the Vidras Group contracted third part(y)(ies) if and as far as the resulting damage can be recouped from that third part(y)(ies). The Vidras Group is authorised to accept possible liability limiting conditions of third part(y)(ies).

Article 11 – Complaints

- 11.1. If the Contracting Party wishes to call upon a lack of delivered performance, it has to send a written complaint, including the grounds on which the complaint is based, to the Vidras Group within fourteen days after the deficiency has or should reasonably have been discovered.
- 11.2. After the aforementioned period the possibility to call upon a lack of delivered performance will expire and the performance will be regarded as accepted.
- 11.3. Complaints, such as meant in this article will not suspend the obligation of Contracting Party to pay.

Article 12 – Secrecy

- 12.1. The Contracting Party and the Vidras Group guarantee each other that they will keep all information of a confidential nature that they have received from the other party, secret, unless there is a matter of legal obligation to publication.
- 12.2. Information will in any case be regarded as confidential if this is indicated as such by either one of the parties, unless that indication concerns information that is generally known. With keeping secret is in any case meant not to directly or indirectly publish, disclose or otherwise making publicly available any confidential information.

Article 13 – Payment

- 13.1. Payment will be effected to a bank account which has been appointed by the Vidras Group within 30 days of the invoice date.
- 13.2. The right of the Contracting Party to deduct its claims to the Vidras Group is excluded, unless there is a matter of bankruptcy of the Vidras Group.
- 13.3. The Vidras Group is authorised to demand immediately and without proof of default the full requisition for payment or with immediate effect and without judicial interference by means of a written declaration for that purpose to dissolve the agreement if:

The agreed payment deadline was exceeded;

The Contracting Party fails to fulfil an obligation from the agreement to supply an assurance of payment to be defined by the Vidras Group;

The Contracting Party is bankrupt or has filed a request for it;

Contracting party has obtained a suspension of payment or has filed a request for that;

An important part of the assets of Contracting Party is executorially confiscated or a conservating confiscation thereof is not lifted within two months;

The Contracting Party is fully or partly being liquidated or dissolved or in case the Vidras Group ceases or transfers its activities.

- 13.4. The Contracting Party owes the Vidras Group interest over the capital sum in case payment was not done within the agreed timescale. The interest rate will be the legal interest rate increased by 2% per year. When calculating the interest a part of the month will be counted as a full month.
- 13.5. Besides interest the Contracting Party also owes 15% extra-judicial collection costs over the capital sum with a minimum of € 100,- as well as all judicial costs.

Article 14 – Reservation of ownership

The ownership of Items will only be transferred to the Contracting Party after it has completely settled all that which it is indebted to Vidras Group concerning delivered or to be delivered Items, including the capital sum, possible interest, costs, as well as all activities and Services carried out under the Assignment.

§ 2 - Services: Advice, consultancy, audits, training and education

This section contains specific regulations for the advice and consultancy services, audits, trainings and educations to be carried out by the Vidras Group. This section has priority over the above-mentioned regulations of the General Conditions of Delivery, as far as it is conflicting with them, concerning the aforementioned Services.

Article 15 – Execution of advice, consultancy and audits services

- 15.1. The Vidras Group will strive to carry out its activities to the best of its ability when executing the advice and consultancy services, audits, trainings and educations and take the care that can be expected from Vidras Group.
- 15.2. The Vidras Group determines in what way and by which employee(s) the advice and consultancy services, audits, trainings and educations will be carried out. The Vidras Group will take the demands of the Contracting Party as much as possible into account.
- 15.3. The employee(s) supplied by the Vidras Group will adhere to the house rules of the Contracting Party.

§ 3 – Final Clauses

Article 16 – Proof

Regarding the financial extent of the mutual obligations resulting from the closed agreements with Vidras Group – except for counter proof by all means – the administrative data of Vidras Group is decisive.

Article 17 – Applicable law

All offers, closed agreements made by The Vidras Group and their resulting commitments are exclusively subject to Dutch law.

Article 18 – Disputes

Only the civil judge in Almelo is authorised to take notice of disputes, unless this is in violation of the enforced law. The Vidras Group can deviate from this authorisation rule and can apply the legal authority rules.