

Article 1: Definitions

- 1.1 Innomotion: Innomotion Group B.V. or Innomotion Sales B.V. or Innomotion Solutions B.V., having its registered office at Valutaweg 8, 7051 EA Varsseveld, The Netherlands, or an affiliated company.
- 1.2 Other Party: the legal entity or the natural person which Innomotion enters into an agreement with in connection with the supply of products, the performance of projects and/or the provision of services or the performance of any other work or with whom Innomotion has entered into negotiations with regarding such an agreement.
- 1.3 The Parties: Innomotion and the Other Party.
- 1.4 Agreement: any agreement entered into between Innomotion and the Other Party, as well as all (legal) acts in preparation for or implementation of that agreement.
- 1.5 Product(s): the items delivered or to be delivered by Innomotion to the Other Party, not including assembly, installation, programming and/or maintenance.
- 1.6 Project(s): contracting of work, as well as agreed assembly, treatment of (a) product(s) and programming and/or modification of software of (a) product(s).
- 1.7 Service(s): the services provided or potentially to be provided by Innomotion to the Other Party consisting of maintenance, repair, revision and/or assembly work, and/or installation of (a) product(s).

Article 2: Applicability

- 2.1 These terms and conditions apply to all legal relationships, advice, offers, quotations and agreements for the sale and supply of products, the performance of projects and the provision of services between Innomotion and the Other Party.
- 2.2 These terms and conditions shall also apply to agreements with Innomotion, for the performance of which Innomotion engages third parties.
- 2.3 Innomotion expressly rejects the applicability of terms and conditions (of delivery) of the Other Party. In the event that the General Terms and Conditions of both Parties apply, the provisions of the General Terms and Conditions of Innomotion shall prevail where the provisions of the General Terms and Conditions of Innomotion and those of the Other Party conflict.
- 2.4 The Other Party with whom a contract has been entered into on the basis of these terms and conditions, agrees to the applicability of these terms and conditions to subsequent agreements between it and Innomotion.
- 2.5 Supplements to or deviations from these terms and conditions shall apply only if they have been expressly accepted by Innomotion in writing. In such a situation, the remaining provisions of these general terms and conditions shall remain in full force and effect.
- 2.6 Where these General Terms and Conditions and the agreement or confirmation of assignment contain conflicting conditions, the conditions contained in the agreement/confirmation of assignment shall apply.
- 2.7 If there is a lack of clarity regarding the interpretation of one or more provisions of these General Terms and Conditions or if a situation arises between the Parties that is not provided for in these General Terms and

- Conditions, interpretation shall occur or the situation shall be assessed in the spirit of these provisions.
- 2.8 If Innomotion does not demand strict compliance with these terms and conditions, this shall not mean that said provisions do not apply, or that user would lose the right to demand strict compliance with the provisions of these terms and conditions in other cases.
 - 2.9 If and insofar as any part or any provision of these terms and conditions proves to be in conflict with any mandatory provision of national or international law, it shall be deemed not to have been agreed upon and these terms and conditions shall continue to apply in all other respects. In such case, the Parties shall hold consultations in order to agree on a new provision replacing the conflicting provision, to the effect that the contents shall correspond wherever possible with the purpose and purport of the original provision.
 - 2.10 Innomotion expressly rejects any prohibition of pledging of claims imposed on Innomotion by the Other Party.
 - 2.11 In case of international agreements, any trade terms used in offers, quotations, order confirmations, agreements or otherwise must be interpreted in accordance with the International Rules for the Interpretation of Trade Terms established by the International Chamber of Commerce (ICC Incoterms), as applicable at the time of entering into the agreement.

Article 3: Offers and conclusion of agreement

- 3.1 The quotations, offers, results, deadlines, schedules, etcetera provided by Innomotion are entirely free of obligation and of a general nature and shall not be binding on Innomotion in any way, unless stated otherwise. Offers and quotations shall be valid for 30 (thirty) days, unless expressly stated otherwise.
- 3.2 Quotations and offers are drafted with care and are based on the information and documents provided by the Other Party. Innomotion may assume the correctness of all information and documents provided by the Other Party.
- 3.3 Each offer or quotation is based on the performance of the agreement by Innomotion under normal circumstances and during normal working hours.
- 3.4 Innomotion cannot be bound to its quotations or offers if the Other Party can reasonably understand that the quotations or offers, or any part thereof, contain an apparent mistake or error in writing.
- 3.5 A quotation or offer shall lapse if the product to which the quotation or offer relates is no longer available.
- 3.6 Innomotion may refuse an order, project or service or attach conditions thereto without giving reasons.
- 3.7 If the acceptance deviates from the offer made by Innomotion, it shall not be binding on Innomotion. In that case, the agreement shall not be concluded in accordance with said deviation, unless Innomotion has accepted the deviation in writing.
- 3.8 The agreement is concluded by placing a verbal or written order or assignment with Innomotion and the

written acceptance thereof by Innomotion or by performing the order or assignment.

- 3.9 If, in the performance of the agreement, it appears that the actual circumstances hinder or are likely to hinder the proper performance of the agreement, the Parties shall timely discuss amendment of the original offer or agreement.

Article 4: Prices

- 4.1 The prices quoted by Innomotion are in euros and exclusive of VAT, freight costs and other levies imposed by the government, unless expressly agreed otherwise. The prices are based on delivery ex works in accordance with Incoterms applicable on the date of offer, unless stipulated otherwise in the terms and conditions. "Works" shall be understood to mean the company premises of Innomotion. Innomotion shall have the right to charge the Other Party packing costs and order costs.
- 4.2 Prices stated and quotations by Innomotion are subject to external changes such as changes in (cost) price determining factors, even if this occurs as a result of foreseeable circumstances. (Cost) price determining factors include, but are not limited to: increase of insurance premium(s), increase of materials or services required for the performance of the agreement, increase of shipping costs, of wages, of employers contributions, social insurances of the costs related to other terms and conditions of employment, introduction of new and increase of existing government levies on raw materials, energy, a considerable change in exchange rates or, in general, comparable circumstances. If Innomotion increases the price of the product by more than 10% of the invoice amount, the Other Party shall be authorised to dissolve the agreement, unless the right to increase the price is provided for by law.
- 4.3 The prices of Innomotion may be adjusted annually in accordance with inflation, without prior consent of the Other Party being required.
- 4.4 Under the agreement, Innomotion shall be authorised to separately charge any costs relating to additional work, once it becomes aware of the amount to be charged. Additional work shall be considered everything Innomotion delivers and/or installs in consultation with the Other Party, whether recorded in writing or not, during the performance of the agreement exceeding the quantities explicitly stated in the agreement or confirmation of assignment, or if more work is performed than explicitly set out in the agreement or confirmation of assignment.
- 4.5 If and insofar as the additional work does not exceed the quantities and/or scope of the work explicitly set out in the agreement or confirmation of assignment by more than 10%, Innomotion shall be entitled to deliver or perform this without the prior consent of the Other Party.
- 4.6 If Innomotion has agreed to assemble, programme, treat, assemble and/or install the product, the price shall be calculated including the specified work and

including all costs, except for costs that are not included in the price according to the preceding paragraphs or that are referred to in article 7. Costs incurred due to weather conditions in which it is impossible to work will be charged.

Article 5: Payment

- 5.1 All payments shall be made without any deduction or setting-off in the manner to be decided by Innomotion.
- 5.2 Payment of products supplied and/or projects and/or services performed shall be made net, without any discount or set-off, by prepayment into the bank account designated by Innomotion, unless expressly agreed otherwise between the Parties.
- 5.3 Payment of additional work shall occur within 7 days after the Other Party has been invoiced.
- 5.4 The payment term shall be deemed a strict deadline. In the event of late payment, the Other Party shall be in default without further notice of default being required.
- 5.5 If the Other Party fails to pay in full within the payment term, it shall be liable to pay the statutory (commercial) interest on this amount to Innomotion on account of the delay in payment of the amount it is owing from the invoice date until payment in full of the amount owed. In addition, the Other Party shall be obliged to fully reimburse both extrajudicial and judicial collection costs, including the costs of lawyers, bailiffs and collection agencies, without prejudice to the right to full compensation. The minimum extrajudicial costs shall be set at 15% of the principal sum, with interest, with a minimum of € 100.
- 5.6 Payments made by the Other Party shall always first be applied to settle all interest and costs payable and subsequently to settle those invoice amounts that have been outstanding for the longest period, even though the Other Party has stated that the payment relates to a later invoice.
- 5.7 The Other Party may not set off a debt arising from this agreement against any claim it has on Innomotion.
- 5.8 Failure by the Other Party to comply, to comply on time or to comply in full with its payment obligations shall entitle Innomotion to suspend the performance or further performance of the agreement until this obligation has been met by the Other Party. Innomotion shall be entitled, at its discretion, to dissolve the agreement without prejudice to the right to compensation relating to the subsequent or non-performance of the agreement.
- 5.9 Objections to invoices must be submitted to Innomotion in writing, no later than fourteen after the invoice date. Objections submitted shall not suspend the payment obligations.
- 5.10 In case of liquidation, bankruptcy or suspension of payment, receivership, in case of any attachment of goods or claims or in case of the death of the Other Party, the obligations of the Other Party shall become immediately due and payable.
- 5.11 Regulations of whatever authority that prevent the use of the goods delivered or to be delivered, shall not affect the Other Party's financial obligations.

Article 6: Performance and delivery terms

- 6.1 If for the completion of certain work or for the supply and dispatch of certain items a term has been agreed or specified, this shall be indicative, non-binding and not applicable in the event of force majeure. A specified term shall therefore never constitute a final date. In the event of exceeding a term, the Other Party shall give Innomotion notice of default in writing. Innomotion shall be offered a reasonable term to still perform the agreement. Failure by Innomotion to comply with a specified term shall not entitle the Other Party to terminate the agreement in full or in part, to suspend its obligations or to any compensation in any form whatsoever.
- 6.2 The agreed delivery period shall commence on whichever of the following dates is the latest:
- the date of conclusion of the agreement;
 - the date Innomotion receives the documents, data, permits and etc. necessary to perform the assignment;
 - the date the formalities required for commencing the work have been completed;
 - the date Innomotion receives the amount which, according to the agreement, must be paid in advance before commencement of the work.
- If a date or week of delivery is agreed upon, the term of delivery shall be the period between the date the agreement is concluded and the date of delivery or the end of the week of delivery.
- 6.3 The term of delivery shall be based on the working conditions at the time the agreement is concluded and on timely delivery of the materials required for performing the work ordered by Innomotion. If a delay arises due to change in the said working conditions, for which change Innomotion is not to blame, or because materials timely ordered for the performance of the work are not delivered on time, the term of delivery shall be prolonged for as long as necessary.
- 6.4 Without prejudice to other clauses in these terms and conditions regarding prolongation of the term of delivery, the term of delivery shall be prolonged for the duration of the delay that arises on the part of Innomotion as a result of non-compliance by the Other Party with any obligation arising from the agreement or due to the Other Party not cooperating with respect to the performance of the agreement.
- 6.5 Innomotion shall arrange transport, unless stated otherwise in the order confirmation. With respect to the delivery time, a product shall be deemed to have been delivered when Innomotion makes the product available at the delivery address of the Other Party, unless stated otherwise in the order confirmation. Deviating shipping costs may be charged to the Other Party.
- 6.6 The Other Party shall be obliged to take delivery of the goods when they are made available. If the Other Party refuses to take delivery or neglects to provide information or instructions necessary for the delivery, Innomotion shall be entitled to store the goods at the expense and risk of the Other Party.
- 6.7 A project and/or service shall be deemed delivered with respect to the delivery time:
- If the Other Party has approved the project and/or service, with due observance of article 8 paragraph 1 of these terms and conditions;
 - If Innomotion has informed the Other Party that the project and/or service has been completed;
 - If the Other Party actually puts the project or a part thereof into use.
- 6.8 Innomotion may have all or part of the agreement performed by third parties if it considers this desirable or necessary. Innomotion guarantees proper performance of the agreement by these third parties.
- 6.9 Innomotion shall be entitled to perform the agreement in several phases and to invoice each part performed separately.
- 6.10 Furthermore, Innomotion may suspend performance of the parts that belong to a following phase until the Other Party has approved the results of the preceding phase in writing.
- 6.11 If during the performance of the agreement it becomes evident that it is necessary for proper performance to amend or supplement the agreement, the Parties shall proceed to amend the agreement in a timely manner and in mutual consultation. If the nature, scope or contents of the agreement, whether or not on the request or instructions of the Other Party, the competent authorities etcetera, is or are modified and as a result, hence changing the agreement qualitatively and/or quantitatively, this may also have consequences for what has been originally agreed. As a result, the amount initially agreed may be increased or decreased. Insofar as possible Innomotion shall provide a quotation regarding this in advance. Furthermore, an amendment to the agreement may also change the initially specified term of performance. The Other Party accepts the possibility of amending the agreement, including the change in price and term of performance.
- 6.12 If the agreement is amended, including any additions, Innomotion shall be entitled to implement these only after this has been approved by the authorised person within Innomotion and the Other Party has agreed to the specified price and other terms and conditions for performance, including the deadline to be adhered to for this particular performance. Whether or not the amended agreement is immediately performed shall not result in a breach of contract by Innomotion and shall not constitute ground for the Other Party to terminate the agreement. Without being in default, Innomotion may refuse a request to amend the agreement, if this could have any qualitative and/or quantitative effect for, e.g. for the work to be performed or items to be supplied within that context.

Article 7: Assembly/installation/commissioning

7.1 In case of a project and/or service, the Other Party shall be responsible towards Innomotion for the correct and timely execution of all installations, facilities and/or conditions that are necessary for the performance of the project and/or the provision of the service.

7.2 The project to be performed and/or the provision of the service include the work as described in the agreement between the Parties. Without prejudice to the provisions of paragraph 1, the Other Party shall in any case ensure, at its own expense and risk, that:

- the persons engaged by Innomotion can immediately commence and continue their work during normal working hours from the moment they arrive at the place of assembly/installation and, moreover, if Innomotion deems it necessary, outside normal working hours provided that the Other Party has been notified in good time;
- all facilities under government regulations, the agreement and common use shall be available to the persons engaged by Innomotion;
- the access routes to the place of installation are suitable for the required transport;
- the assigned place of installation is suitable for storage and assembly/installation;
- the required lockable storage areas for materials, tools and other items are made available;
- the required and usual agents, auxiliary tools, auxiliary and industrial materials (fuels, oils and greases, cleaning and other small materials, gas, water, compressed air, electricity, steam, heating, lighting, etc. included), and the usual measuring and testing instruments of the company of the Other Party are in the right place at the disposal of the Innomotion on time and free of charge;
- all necessary safety and precautionary measures have been implemented and shall be maintained, and that all measures have been taken and shall be maintained in order to satisfy the appropriate government regulations within the scope of assembly/installation;
- Innomotion has the necessary permits, exemptions, orders or consents in time for the set-up of the assembly/installation or the use thereof;
- the dispatched products are at the right place upon commencement of and during the assembly/installation.

7.3 Damage and costs incurred as a result of failure to comply with the terms and conditions set out in this article, or failure to do so on time, shall be at the expense of the Other Party.

Article 8: Approval and acceptance

8.1 The Other Party shall approve a project and/or service within 14 (fourteen) days after completion at the latest. If this term has lapsed without written and specified notification of well-founded complaints, the project and/or service shall be assumed to have been approved.

8.2 If acceptance tests have been agreed upon, the Other Party shall, after delivery as stated in article 6 paragraph 5 of these terms and conditions; or, where it concerns a project and/or service, after delivery as referred to in article 6 paragraph 7, afford Innomotion the opportunity to perform the necessary preparatory tests and to apply those improvements and changes which Innomotion deems necessary. The acceptance tests shall be performed immediately upon request of Innomotion in the presence of the Other Party. If the acceptance tests have been performed without specified and well-founded complaints, and if the Other Party fails to comply with the said obligations without delay, the project and/or service shall be assumed to have been accepted.

8.3 The Other Party shall make the necessary facilities, including those referred to in article 7, as well as representative samples of materials to be treated or processed available to Innomotion in sufficient quantities, on time, free of charge and in the right place for the purpose of the acceptance tests and for any related tests, in order to simulate the circumstances of use of the product and/or project anticipated by the Parties wherever possible. If the Other Party fails to fulfil this, paragraph 2, the last sentence, shall apply.

8.4 In the event of minor shortcomings, in particular those that hardly or do not at all influence the anticipated use of the product and/or project, the product and/or project shall be assumed to have been accepted despite these shortcomings. Innomotion will remedy the shortcomings without delay.

8.5 Without prejudice to the warranty obligations of Innomotion, the acceptance according to the previous paragraphs shall exclude any claim of the Other Party with respect to a shortcoming in the performance of Innomotion.

Article 9: Risk - transfer of ownership

9.1 At the moment that the product, the project and/or the service is considered as having been delivered within the meaning of article 6 paragraph 5 and/or article 6 paragraph 7, the Other Party shall bear the risk for all direct and indirect damage arising to or caused by the product and/or project, except to the extent that this is attributable to intent or wilful recklessness on the part of Innomotion. If the Other Party remains in default of taking delivery of the product and/or the project after having received a notice of default, Innomotion shall be entitled to charge any resulting costs to the Other Party.

9.2 Any delivery of products, projects or services by Innomotion to the Other Party is subjected to reservation of ownership until the Other Party has paid in full all that it is obliged to pay under this agreement or previous agreements entered into or subsequent agreements entered into, including interest and costs.

9.3 The Other Party shall be authorised to dispose of the delivered product and/or the project in the ordinary course of its business.

- 9.4 As long as the aforementioned claims have not been paid in full, the Other Party shall be obliged to keep all products and/or projects delivered under reservation of ownership, to the extent that these are not used in the ordinary course of business as referred to in paragraph 3, with due care and separated from other items, in the original packaging, as the recognisable property of Innomotion and to properly insure them and keep them insured against fire, explosion and water damage, as well as theft, and to submit the policy of this insurance to Innomotion for inspection on first request. In case of any payment of the insurance, Innomotion shall be entitled to these funds. To the extent necessary, the Other Party shall undertake vis-à-vis Innomotion to cooperate with respect to all that is (or proves to) desirable within that context.
- 9.5 The Other Party is not allowed to pledge the goods that are subject to the reservation of ownership to third parties or to encumber or alienate them in any other way. The retention of title shall also extend to new products produced by processing.
- 9.6 The Other Party shall always do all that can be reasonably expected to safeguard the proprietary rights of Innomotion.
- 9.7 All means of transport used by Innomotion for the delivery or transfer, including but not limited to pallets, trolleys and containers, shall remain the property of Innomotion.
- 9.8 If the Other Party fails to comply with any obligation as set out in this article or if there are well-founded fears that the Other Party will not comply with its obligation(s), Innomotion shall be entitled, without a notice of default being required, to repossess the delivered goods forthwith, regardless of where they are located. The Other Party shall fully cooperate with Innomotion in order to afford Innomotion the opportunity to exercise the retention of title set out in paragraph 2 by repossessing the product, including any disassembly required for that purpose. Any related costs shall be at the expense of the Other Party.
- 9.9 If third parties wish to establish or enforce any right on the goods delivered under retention of title, the Other Party shall be obliged to inform Innomotion thereof with immediate effect.

Article 10: Warranty

- 10.1 The products and/or projects delivered by Innomotion shall be deemed to comply with the agreement if they possess the published specifications, notwithstanding minor deviations and differences that do not substantially affect the normal use of the products and/or projects. Except for quality standards agreed in writing and agreements to the contrary, the products and/or projects delivered shall only be required to comply with the requirements of EU product legislation as it is applicable in the Netherlands. The Other Party may not derive any rights from any pictures, descriptions and information regarding price, size, weight and qualities of the products and/or projects in price lists, on websites or in other

publications in various media by Innomotion or third parties.

- 10.2 The Other Party shall be obliged to immediately inspect or cause to inspect the items once they have been made available or the relevant work has been carried out. Furthermore, the Other Party must examine whether the quality and/or quantity of the product delivered corresponds with what has been agreed and whether it meets the requirements the Parties have agreed to this effect.
- 10.3 Where it concerns non-observable defects to the delivered product and/or project (not being a service), which the Other Party proves have arisen within twelve (12) months after delivery in accordance with article 6 paragraph 5 and/or article 6 paragraph 7, exclusively or predominantly as a direct result of an inaccuracy in the construction applied by Innomotion or as a result of inadequate workmanship or use of poor materials, Innomotion shall warrant the soundness of the product and/or project (not being a service) it has delivered and the quality of the material used and/or delivered for that purpose, as detailed in this article 10.
- 10.4 The defects covered by the warranty referred to in paragraph 3 will be removed by Innomotion by means of repair or replacement of the defective part, whether or not in the premises of Innomotion or by mailing a part for replacement, all at the discretion of Innomotion.
- 10.5 The defects covered by the warranty referred to in paragraph 3 will be removed by Innomotion by means of repair or replacement of the defective part, whether or not at the location where Innomotion had previously also carried out the project or by sending a part for replacement, all at the discretion of Innomotion. If and insofar as Innomotion will repair or replace the project on location, the provisions of article 7 shall apply by analogy.
- 10.6 A new warranty period of 12 (twelve) months applies to repaired or replaced parts respectively, on the understanding that any warranty shall lapse upon expiry of 12 (twelve) months after the delivery of the product or service in accordance with article 6 paragraph 5 and/or article 6 paragraph 7.
- 10.7 With respect to work and services performed by Innomotion outside the scope of the warranty, unless otherwise agreed, warranty shall only be given on the soundness of the performance of the assigned work, for a period of 12 (twelve) months after completion of that work. This warranty holds that Innomotion has the sole obligation in case of defects to perform work again, insofar this proves to be defective. Paragraph 5 applies by analogy. In such case a new warranty period of 12 (twelve) months shall apply, except that any warranty shall lapse upon expiry of 12 (twelve) months since the original work concerned.
- 10.8 No warranty is given for information and/or advice provided by Innomotion.
- 10.9 In any case not included in the warranty are defects that arise from or are completely or partly caused by:
- non-observance of operating and maintenance instructions or other than intended normal use;

- b. normal wear and tear;
 - c. assembly/installation or repair by the Other Party or by third parties;
 - d. stress tests, abuse, negligence, incorrect storage,
 - e. improper transport;
 - f. the application of any government regulation regarding the nature or quality of the materials used.
 - g. materials or items used in consultation with the Other Party;
 - h. materials or items provided by the Other Party to Innomotion for treatment;
 - i. materials, items, methods and constructions as applied on the express instruction of the Other Party, as well as materials and items delivered by or on account of the Other Party;
 - j. parts Innomotion has received from third parties, insofar as the third party has not provided any guarantee to Innomotion or the guarantee provided by the third party has lapsed.
- 10.10 Innomotion accepts no responsibility for the suitability of the delivered products for any purpose for which the Other Party wishes to (cause to) treat, process or use the products, unless Innomotion has given explicit written advice in that respect upon request.
- 10.11 If the Other Party does not, does not adequately or does not timely comply with any obligation resulting from the agreement entered into with Innomotion or an agreement related thereto, Innomotion shall not be held to any guarantee - under any denomination - for any of these agreements. If the Other Party, without prior written approval by Innomotion, proceeds to dismantle, repair or perform other work on the product or has it repaired, any claim under the warranty shall lapse.
- 10.12 Unless otherwise agreed, complaints regarding defects shall be submitted within 8 (eight) days after their discovery and never later than within 8 (eight) days after expiry of the warranty period, failing which any claim against Innomotion relating to those defects shall lapse. Legal proceedings must be instigated within 1 (one) year after timely complaint under penalty of expiry.
- 10.13 If Innomotion replaces parts and/or products to fulfil its obligations under the warranty, the replaced parts and/or products shall become the property of Innomotion.
- 10.14 Alleged neglect on the part of Innomotion to fulfil its warranty obligations shall not relieve the Other Party from its obligations arising from any agreement entered into with Innomotion.

Article 11: Liability

- 11.1 Unless it concerns intent or wilful recklessness on the part of Innomotion, the (product) liability of Innomotion shall be limited to fulfilment of the warranty obligations as set out in article 10 of these terms and conditions.
- 11.2 Unless it concerns intent or wilful recklessness on the part of Innomotion and subject to the provisions of

paragraph 1 of this article, liability of Innomotion arising from an agreement with the Other Party for whatever reason, such as for damage as a result of failure to meet the delivery date or due to non-delivery, for damage as a result of dissolution, for loss resulting from liability towards third parties, for trading loss, consequential loss and indirect loss (including but not limited to loss of goodwill, missed opportunities and/or savings, loss of turnover and/or profit, stagnation damage, loss of data) and for loss resulting from any unlawful act or omission on the part of Innomotion or its employees, is excluded.

- 11.3 Innomotion shall only be liable for direct damage. Direct damage shall only include the reasonable costs of establishing the cause and extent of the damage, insofar as ascertaining relates to damage within the meaning of these terms and conditions, any reasonable costs incurred to have the defective performance of Innomotion conform to the agreement, insofar as these can be attributed to Innomotion and the reasonable costs incurred to prevent or mitigate damage, insofar as the Other Party demonstrates that these expenses resulted in mitigation of direct damage within the meaning of these General Terms and Conditions.
- 11.4 Therefore, Innomotion shall neither be liable for:
- a. infringement of patents, licences or other rights of third parties;
 - b. damage or loss, from whatever cause, of raw materials, semi-finished products, models, tools, and other items made available by the Other Party.
 - c. indirect damage, including consequential damage, loss of profit, lost savings, damage due to business interruption and immaterial damage;
 - d. deviations, damage, errors and defects that have remained unnoticed in items approved by the Other Party;
 - e. unlawful, improper or unprofessional use by the Other Party of the items delivered;
 - f. damage of whatever nature, caused by the fact that Innomotion has acted on the basis of incorrect and/or incomplete data provided by or on behalf of the Other Party.
- 11.5 Innomotion (only) supplies and replaces parts of machines. Therefore, it shall never be responsible for the safety of the entire machine. The Other Party shall at all times be responsible for ensuring that the machine complies with relevant quality marks and standards.
- 11.6 In the event Innomotion is liable for direct damage of the Other Party, this liability shall be limited to that stipulated by these provisions.
- 11.7 If Innomotion is liable for any damages of the Other Party, the liability of Innomotion shall be limited to the value of the invoice of the order or assignment, or to that part of the order to which the liability relates.
- 11.8 In any case, Innomotion's liability shall at all times be limited to the amount of the benefit to be paid by the liability insurance of Innomotion.

- 11.9 Innomotion shall never be liable for damage arising from advice provided. All advice is provided on the basis of the facts and circumstances known to Innomotion and in mutual consultation, in which Innomotion always considers the intention of the Other Party as a starting point, even if the advice may not always be the most cost-effective from a technical point of view.
- 11.10 The limitations of liability included in this article shall not apply if the damage can be attributed to intent or gross negligence on the part of Innomotion or its managerial subordinates.

Article 12: Intellectual property

- 12.1 Unless agreed otherwise, the copyrights, as well as all other rights of intellectual or industrial property to the designs, products, sketches, software, images, drawings, models, software and offers Innomotion has provided shall remain vested in Innomotion. These documents shall remain its property and may not be copied, disclosed to third parties or used in any other manner without express permission, regardless of whether Innomotion has charged costs for that purpose. The Other Party shall be obliged to return these items to Innomotion on demand on pain of a penalty € 1,000 per day.

Article 13: Force majeure

- 13.1 Innomotion shall not be bound to fulfil any obligation towards the Other Party, if it is prevented from doing so as a consequence of any circumstance not attributable to fault, and will not be for its account pursuant to the law, legal act or generally accepted practice.
- 13.2 In these General Terms and Conditions, force majeure, in addition to the meaning in the law and case law, shall mean all external causes, foreseen or unforeseen, that Innomotion cannot have any influence on, but due to which Innomotion is unable to comply with its obligations. Strikes at the company of Innomotion or third parties are included. Furthermore, Innomotion shall be entitled to invoke force majeure if the circumstance preventing performance or further performance arises after Innomotion should have performed its obligations.
- 13.3 Innomotion shall be entitled to suspend its obligations under the agreement during the period that the force majeure continues. If this period lasts longer than two months, then each party shall be entitled to terminate the agreement without any obligation to pay damages to the other party.
- 13.4 Where the obligations of Innomotion under the agreement at the time of the occurrence of the force majeure have been partially fulfilled or Innomotion will be able to fulfil these and independent value is attributed to that part of the obligations that has been fulfilled or will be fulfilled, Innomotion shall be entitled to issue separate invoices for the parts already fulfilled or to be fulfilled. The Other Party shall be bound to pay such invoice as if it were a separate agreement.

Article 14: Suspension and dissolution

- 14.1 Without being obliged to any form of compensation and without prejudice to all other rights of Innomotion towards the Other Party, all claims of Innomotion on the Other Party shall be immediately due and payable in full and Innomotion shall be entitled to suspend the performance of the agreement or to immediately dissolve the agreement in full or in part without judicial intervention, if:
- The Other Party fails to fulfil its obligations under the agreement, or fails to fulfil them in full or on time;
 - Innomotion has good grounds to fear, based on circumstances that have come to its knowledge after the conclusion of the agreement, that the Other Party will not, not fully or not timely comply with the obligations arising from the agreement;
 - The Other Party refuses to furnish sufficient security for the performance of its obligations under the agreement;
 - The Other Party is no longer able to freely dispose of its assets (e.g. but not exclusively in the event of liquidation, suspension of payments, bankruptcy and attachment).

Article 15: Legal compliance

- 15.1 The Other Party declares and warrants that it will comply with all applicable national and international laws and regulations, standards and norms, guidelines and codes in connection with the agreement, including those laws relating to international trade, embargoes, import or export restrictions and sanction lists and including laws and regulations relating to combating and preventing child labour, corruption, slavery, poor working conditions and terrorism.
- 15.2 The Other Party declares that the products (including components, technical data, software, etcetera) will not be used for the development or manufacture of nuclear, chemical, biological weapons, missiles or in support of any form of weapons of mass destruction ("Military Purpose"). The products supplied by Innomotion or any intermediary shall not be sold and used (in any form) in regulated industries or countries ("Sanctions Goods").
- 15.3 The Other Party declares that the products will not be resold or delivered to third parties if the Other Party knows or suspects that the end use of the products is for military purposes. The products shall not be resold or delivered to third parties without imposing the same obligations of this declaration. The Other Party declares that the products will not be resold or supplied to any company / individual / government of Iran, Iraq, North Korea, Cuba, Sudan, Syria or other states or territories designated by the United Nations or other intergovernmental or governmental authorities for export control.

Article 16: Governing law and dispute resolution

16.1 All offers, quotations, agreements and work to which these terms and conditions relate in whole or in part shall be governed exclusively by Dutch law. Applicability of the Vienna Sales Convention is excluded.

16.2 Any disputes arising between the Parties during the performance of or in connection with an agreement shall be settled by the competent court within whose jurisdiction Innomotion has its place of business.

These General Terms and Conditions have been filed with the Dutch Chamber of Commerce under number 09171609.