

1. Definitions:

The following definitions apply in these General Terms and conditions

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| ‘S2e’ | Smart Sustainable Electronics B.V. or its subcontractors; |
| ‘Principal’ | the natural or legal person that has entered into an undertaking vis-à-vis S2e in connection with the purchase of goods, the instructing of services and/or (causing) the acceptance of work, or is in negotiation with S2e for that purpose; |
| ‘Legal Relationship’ | the agreement to be entered into or entered into between the parties, including negotiations, offers and instructions to that end to which these General Terms and Conditions apply; |
| ‘Goods’ | materials, spare parts, parts, components, software, information-carriers, production facilities and consumables; |
| ‘Specifications’ | the technical descriptions of goods to which reference is made in an offer and/or order confirmation. |

Article 1: Applicability

- 1.1 These General Terms and Conditions apply to all Legal Relationships applying between the parties.
- 1.2 General terms and conditions of the Principal, however they are named, shall not apply and are explicitly rejected.
- 1.3 Deviations from these General Terms and Conditions shall be possible only after a written agreement and shall apply only after express written confirmation thereof by S2e to the Principal.

Article 2: Offers

- 2.1 Unless agreed otherwise, all offers to the Principal by S2e shall be valid for a period of 30 days from the date of sending to the Principal, but may be revoked by S2e at any time until the date of sending of acceptance of the offer.
- 2.2 S2e shall be authorized to alter the specifications set out in the offer during the offer period.
- 2.3 Every offer is based on performance of the agreement by S2e under normal conditions and during normal working hours.
- 2.4 All documents relating to offers made by S2e are and remain the property of S2e and may not be passed to third parties for inspection, be reproduced or copied in any way whatsoever without the written consent of S2e.

Article 3: Establishment of agreements:

- 3.1 An agreement with S2e shall only exist after S2e has confirmed the order in writing/email
- 3.2 The order confirmation by S2e and the content of these General Terms and Conditions shall exclusively determine the content of the agreement between the parties; the provisions of these General Terms and Conditions supersede any and all prior correspondence, negotiations and undertakings.

Article 4: Prices

- 4.1 Unless stated otherwise, the prices shown in the offer and in the order confirmation by S2e are:
 - based on prices applying at the time of entering into the agreement;
 - exclusive of costs of packaging and loading;
 - exclusive of VAT;
 - exclusive of customs levies;
 - ex. works.
- 4.2 The prices are based on the expectation that the factors which determine prices will remain the same as when the offer and/or order confirmation was issued. In the event of a demonstrable change in the prices charged by a supplier to S2e, and/or a demonstrable change in other factors which determine prices, such as foreign exchange rates, wages, taxation, raw materials prices, etc., after the offer or after the establishment of the agreement, respectively, S2e shall be authorised to amend the agreed prices accordingly with due observance of the applicable mandatory legal provisions, regardless of whether or not the aforesaid change could have been foreseen by S2e at the time the agreement was entered into.
S2e will notify the Principal of such amendments in writing at the moment that such changes become known to S2e.
- 4.3 The amendments referred to in the foregoing paragraph shall not entitle the Principal to cancel the agreement.

Article 5: Payment

- 5.1 The invoices sent to the Principal by S2e must be paid within 30 days of the invoice date unless stipulated otherwise in the order confirmation; in that case the order confirmation shall prevail.
Payment shall be made by payment or transfer to a bank account designated by S2e, in euros. The value date shown on S2e's bank account statements shall count as the date of payment. The Principal shall not be entitled to any discount or set-off.
- 5.2 If the amount due according to the invoice has not been paid on time the Principal shall automatically be in default, without summons or prior notice of default being required, and from the due date of the invoice shall be liable to pay S2e interest at a rate of 2.5% per month, part of a month being counted as a whole month.
- 5.3 If S2e passes an unpaid invoice or part-invoice to a third party for collection, all associated legal and extra-legal costs shall be borne by the Principal. By way of extra-legal costs the Principal shall be liable to pay S2e a minimum of 15% of the principal sum plus interest, with an absolute minimum of Euro 750,00 excluding VAT.
- 5.4 S2e's claims against the Principal, of whatever nature, shall in any event be payable on demand in the following cases:
 - In the event of failure by the Principal to pay on time; in the event that the Principal is declared bankrupt or has filed an application for bankruptcy, applies for or has been granted suspension of payments; in the event of an application for placement of the Principal under tutelage; in the event of attachment of the Principal's property; in the event that the Principal dies, enters into liquidation or announces that it intends to cease or has ceased its business activity; in the event of transfer of the Principal's business or a part of thereof, including the contribution of its business to another business to be newly founded or already in existence.
- 5.5 S2e shall continue to be authorized after the establishment of the agreement to demand security for the compliance by the Principal with its obligations vis-à-vis S2e, if S2e has good grounds for fearing that the Principal will fail to meet or meet in time its payment obligations vis-à-vis S2e. If and for as long as the Principal refuses or is unable to provide such security in such case, S2e shall be authorized to suspend performance of its obligations.

Article 6: Retention of title and transfer of title

- 6.1 All goods delivered and to be delivered to the Principal by S2e shall remain the property of S2e until the Principal has met all its obligations vis-à-vis S2e in respect of the delivery in question as well as previous and subsequent similar deliveries, in respect of additional activities performed by S2e, as well as in respect of S2e's claims against the Principal on account of shortcomings by the Principal in the compliance with its obligations vis-à-vis S2e.
- 6.2 The Principal is authorized to use or to sell the goods as part of its normal business operations, but is not authorized to dispose of, encumber with a limited right of security or enjoyment, nor otherwise to impair S2e's right of recovery.
- 6.3 The Principal shall identify the goods delivered to it by S2e and the goods still under its management as the property of S2e, and shall keep them so identified until title has transferred to it pursuant to the provisions of paragraph 6.1.
- 6.4 The Principal shall cooperate in the drawing up and registration of a retention of title in so far as the legislation that is applicable to the Principal requires this for the validity of a retention of title. In the event that S2e claims the goods as its property, the Principal shall indicate the location where the goods are situated and grants S2e now for then permission to enter the relevant sites and premises or to cause them to be entered in order to recover the goods.

Article 7: Delivery and delivery times

- 7.1 The Principal is obliged to accept the goods delivered to it by S2e.
- 7.2 Goods are delivered ex works, packaged, unless agreed otherwise.
- 7.3 Quoted delivery times must never be regarded as definite, unless explicitly agreed otherwise.
- 7.4 The delivery period shall commence after the agreement has been established, all information and materials necessary for the performance of the agreement are in S2e's possession, and any payment required pursuant to stipulations made when entering into the agreement has been made.
- 7.5 In the event that the delivery period is exceeded, the Principal shall not be entitled to compensation, unless the exceeding of the delivery period is due to deliberate act or gross negligence on the part of S2e.
- 7.6 Only where a delivery period has been expressly agreed in writing as definitive shall the Principal be entitled to demand dissolution of the agreement in the event that S2e has not delivered the goods ordered within that period, though only after the Principal has sent S2e notification by registered mail granting S2e a reasonable period, to be determined in consultation with the Principal, to fulfill its obligations, except where a situation as referred to in Article 11 occurs.

Article 8: Transport and transfer of risk

- 8.1 S2e can arrange transport of the goods to be delivered as well as the necessary insurance associated with the transport. However, the goods will then be transported for the account and at the risk of the Principal.
- 8.2 The risk of damage to or loss of goods shall transfer to the Principal from the moment that the goods are loaded for transport at S2e's loading point.

Article 9: Inspection and complaints

- 9.1 The Principal shall inspect the goods delivered immediately after the receipt for quality and quantity. Any defects observed by the Principal must be notified to S2e in writing within 14 days of receipt of the goods, stating the nature and extent of the complaints and the order number under which the product(s) in question was/were delivered.
- 9.2 Following the discovery of any defect, the Principal may no longer use the good in question without written permission from S2e. In addition, the Principal must return the good in question to S2e packaged in the same way as it was delivered. If these provisions are not satisfied, complaints will not be considered.
- 9.3 Submission of a complaint shall at no time provide grounds for suspension of the payment obligations of the Principal vis-à-vis S2e.
- 9.4 In the event that a complaint is considered to be well-founded by S2e, S2e will where possible deliver replacement goods or, if this is not possible, will credit the Principal for the amounts already invoiced.

Article 10: Guarantees and liability

- 10.1 S2e guarantees that the goods it delivers meet the specifications and normal requirements of usability, reliability and durability, bearing in mind that the nature of the goods.
- 10.2 In the event that S2e purchases the goods delivered from a supplier or manufacturer who issues a guarantee on those goods to the end user, the guarantee provisions of that supplier or manufacturer shall at all times apply unless agreed otherwise in writing by S2e. In so far as the goods have been manufactured by S2e, they will be guaranteed for a period of 12 months from date of delivery. In the event that the Principal invokes the guarantee, the goods must be sent to S2e at the expense and risk of the Principal. If this should be impossible, S2e shall be authorized to charge the costs of travel and travel time of its service engineer to the Principal.
- 10.3 The guarantee period referred to in paragraph 10.2 shall not apply for goods that are subject to wear, such as (but not limited to) maintenance parts, welded parts, etc. Goods or parts that have been used improperly by the Principal or which have not been properly maintained, or where the user instructions have not been observed or to which unqualified repairs have been made and/or which have been modified shall also not be covered by guarantee.
- 10.4 On expiry of the guarantee period all obligations and liability of S2e in respect of defects shall lapse.
- 10.5 In the event of defects in the goods delivered S2e shall be required, to the exclusion of any further obligation vis-à-vis the Principal, to supply replacement goods or, if this is not possible, to credit the Principal for the amounts invoiced. In that event, such defect must be brought to S2e's attention immediately in writing and the goods, or in mutual consultation the portion of the goods affected, must be sent to S2e immediately for verification.
- 10.6 All other liability, including liability for indirect or consequential loss and liability on account of the exceeding of delivery periods, is excluded.

Article 11: Force majeure

- 11.1 Force majeure shall be taken as every circumstance as a result of which the Principal cannot reasonably (continue to) require fulfillment of the agreement, even if the circumstances giving rise to the force majeure was or could have been foreseen at the time of entering into the agreement. The following shall in any event be regarded as force majeure: strikes, sit-down strikes, excessive staff sick leave, transport difficulties, riot, acts of war, fire, water damage, defects to machinery, breakdowns in the energy supply, lack of raw materials, lack of materials, lack of workers, government measures, including in any event import and export restrictions, sales bans, and all other business disruptions as may arise at S2e or its suppliers and/or third parties commissioned by S2e, as well as non-performance by the supplier and/or third parties commissioned by S2e.
- 11.2 In the event of force majeure S2e shall be authorized, without judicial intervention, either to suspend performance of the agreement for the duration of the force majeure, or to dissolve the agreement, without in the latter case being liable to pay any form of compensation or penalty to the Principal.

- 11.3 In the event that S2e has already partially fulfilled its obligations arising from the agreement when the force majeure takes effect, S2e shall be authorised to invoice the goods delivered and/or the activities performed, separately and prematurely, and the Principal shall be required to pay these invoices as if they represented a separate transaction.

Article 12: Dissolution

- 12.1 In the event that the Principal fails to comply, to comply on time and/or to comply correctly with any obligation resting upon it vis-à-vis S2e, and/or in the event that the Principal is declared bankrupt or an application for bankruptcy has been submitted, has been granted or applied for suspension of payments, has lost its freedom of action or that freedom of action has been restricted due to attachment or otherwise, is completely wound up or liquidated or, in the event that the Principal is a natural person, dies, and/or in the event that the Principal ends or has already ended or transfers or has already transferred its business, S2e shall be authorized by the mere occurrence of one of the circumstances referred to, without any warning or notice of default or judicial intervention being required, either to regard the agreement as wholly or partly dissolved, or to demand the return of goods delivered as its own property, or to demand payment in full of any amount payable to S2e by the Principal, all without prejudice to S2e's right to compensation.
- 12.2 In order to enable S2e to exercise its right to recover the goods pursuant to the provisions of the foregoing paragraph, the Principal gives its consent now for then to allow S2e to enter or cause to be entered the buildings and/or sites where the goods in question are located.

Article 13: Intellectual Property

- 13.1 Unless explicitly agreed otherwise, all intellectual or industrial property rights to all software, hardware or other materials such as designs, documentation, reports, etc. developed or made available pursuant to the agreement shall rest exclusively with S2e or its licence-holder.
- 13.2 Goods to be delivered and delivered by S2e, such as design drawings, models, working and detail drawings, information-carriers, computer software, production resources and consumables, may not be reproduced in the context of any production process without the written consent of S2e, even where no intellectual property rights or other legal protection for S2e exists.
- 13.3 Following delivery by S2e, the Principal will acquire the non-exclusive right to use goods developed and/or designed by S2e. Said right shall be limited to normal use of the delivered goods and shall in particular not include use to reproduce those goods in the context of any production process. The Principal undertakes to keep the software, hardware and materials confidential, not to disclose them to or permit their use by third parties, and only to use them for the purpose for which they were made available.
- 13.4 In the event that S2e has delivered a good based on designs, and drawings or other instructions or indications from the Principal, the Principal guarantees that this does not infringe any rights of third parties. The Principal indemnifies S2e in respect of all claims by third parties in this regard.
- 13.5 S2e shall be permitted to take technical measures to protect the software. In the event that S2e has protected the software using technical means, the Principal shall not be permitted to remove or circumvent that protection.

Article 14: Personnel

- 14.1 During the term of the agreement and for a period until one year after its expiry, the Principal shall not, without the written consent of S2e, employ or otherwise contract directly or indirectly to perform activities or services any persons who perform activities in the employ of S2e or who have performed activities in the employ of S2e where less than a year has expired since the ending of their employment relationship with S2e. In the event that the Principal contravenes the provisions of this Article and refuses to cooperate in reversing that contravention, the Principal shall forfeit a penalty, payable immediately on demand, of Euro 2.500,00 per day or part of a day that the contravention continues.

Article 15:

- 15.1 In the event that one or more provisions of the agreement or of these General Terms and Conditions should prove not to be legally valid, the remaining provisions shall remain in full force. In such instance the parties will enter into consultation in order to replace the provision in question by a provision which approaches the intention of the parties as closely as possible.

Article 16: Applicable law and disputes

- 16.1 All Legal Relationships between the parties shall be subject exclusively to Netherlands law.
- 16.2 Any and all disputes - including disputes which are regarded as such by only one of the parties - arising from or in relation to an offer, instruction, agreement or undertaking to and/or with S2e shall in the first instance be submitted to the competent district Court of 's Hertogenbosch, the Netherlands.