

**ARTICLE 1 - APPLICABILITY OF THE TERMS AND CONDITIONS**

1. These general terms and conditions apply to all offers, legal relationships and agreements under which Logic Technology B.V. ("LOGIC") delivers goods and/or services of whatever nature to buyers or clients ("the other party"). Deviations from and additions to these general terms and conditions are valid only when explicitly agreed in writing.
2. Whenever these terms and conditions refer to software or software development, it is also taken to mean hardware (development) and embedded software. Hardware also includes chips.
3. The applicability of any purchase, manufacturing or other conditions of the other party is explicitly rejected and is not accepted by LOGIC.
4. If any provisions of these general terms and conditions are null and void or are declared void, the other provisions of these general conditions will remain in full force.

**ARTICLE 2 - QUOTATIONS**

- 1 All quotations are without any obligation. A quotation is valid for the term referred to in the quotation. After the term has lapsed, the non-obligation quotation lapses by operation of law and can no longer be invoked.
- 2 Agreements are concluded only after the order and/or instruction from the other party has been confirmed in writing by LOGIC, the other party has signed the quotation or order confirmation in agreement and has sent it to LOGIC, or the order and/or instruction have actually been executed by LOGIC.
- 3 When the other party cancels the agreement, it must pay compensation at 10% of that which it should have paid for execution of the agreement, unless the parties decide otherwise upon conclusion of the agreement. The percentage given in the previous sentence is 100% if the other party cancels an agreement while LOGIC has already placed the order and/or instruction with the supplier.
- 4 The percentages given in the previous paragraph are fixed, unless LOGIC can prove that its damage or loss is greater or if the other party can prove that the damage or loss is smaller.

**ARTICLE 3 - PRICE AND PAYMENT**

1. All prices are exclusive of turnover tax (VAT) and other levies imposed by the government, including local (foreign) taxes. LOGIC is entitled to increase the agreed prices if after the agreement is concluded changes are made to one or more price-determining factors that are beyond its control.
2. In the event of a periodic payment obligation of the other party, LOGIC will be entitled to adjust the applicable prices and rates in writing with immediate effect. If the other party does not accept such an adjustment, LOGIC is entitled to terminate the agreement within fourteen days of having been notified, as from the date the adjustment would take effect. In that case, the calculated unit

prices will be recalculated in proportion with what has been purchased by the other party.

3. If LOGIC makes partial deliveries, LOGIC is not entitled to make any further deliveries until the invoices for partial deliveries already made have been paid, without prejudice to the provisions in the other paragraphs of this article.
4. In the agreement, the parties will lay down the date or dates on which LOGIC invoices the other party for the agreed performances. The other party must pay the invoices in accordance with the payment conditions stated on the invoice. The other party will pay the invoice within thirty days of the invoice date, unless a specific arrangement stipulates otherwise. When the payment term has lapsed, the other party is in default; from the moment it is in default, the other party will owe contractual interest of 1.5% per month on the amount payable.
5. The other party is not entitled to set off or suspend payment. In the event of the other party's liquidation, bankruptcy or moratorium on payment, the other party's liabilities will become immediately due and payable.
6. If the other party is in default or fails to fulfil one or more of its obligations, it will be obliged to pay all collection costs, both judicial and extrajudicial, to LOGIC. The extrajudicial (collection) costs are 15% of the invoice amount, subject to a minimum of EUR 500.00.

**ARTICLE 4 - DELIVERY (DATES)**

1. All (delivery) dates given or agreed by LOGIC are, to the best of their knowledge, based on the information known to LOGIC at the time the agreement was concluded. The agreed delivery dates are not deadlines, unless expressly otherwise agreed. LOGIC endeavours to honour the dates as much as possible. Mere failure to comply with a stated or agreed (delivery) date will not imply that LOGIC is in default. If it appears likely that any term will be exceeded, LOGIC and the other party will consult as soon as possible.
2. If the other party continues to fail to take delivery following a demand, LOGIC can either make a delivery on a date to be set by LOGIC, or use an extrajudicial declaration to dissolve the agreement or that part of the agreement not yet executed, without legal intervention or a notice of default being required, and without prejudice to LOGIC's right to compensation.
3. The other party is obliged to take delivery of the goods bought at the moment they are delivered to it, or at the moment they are made available to it in accordance with the agreement. Should the other party refuse to take delivery or fail to provide information or instructions required for the delivery, the goods will be stored at the other party's risk. In that case, the other party will be liable for all additional expenses, including in any case the cost of storage and additional transport.
4. From the date the products are ready for shipment at LOGIC, the "ex works" risk transfer applies. The other party bears the risk of damage, loss or destruction of the products. From that date, the products are regarded as having been delivered and the price payable must be paid. For products that are not collected within two weeks, a custody

fee of 10% of the sales value will be charged, subject to a minimum of EUR 100.00. After 2 weeks, LOGIC reserves the right to ship the products to the other party's branch listed in LOGIC's records, at the expense of the other party.

5. By placing an order, the other party acknowledges to have been sufficiently informed by LOGIC in advance about the possibilities of the products delivered. The other party will observe the conditions of use for software that is not developed by LOGIC, but which is licensed to the other party within the framework of the agreement. The other party acknowledges to use the software for the purposes selected by the other party. Third parties are not permitted to use the software. Any violation of these terms and conditions will never lead to liability for LOGIC. No agreement with LOGIC constitutes a transfer of any intellectual property rights in relation to any product, unless explicitly agreed otherwise.
6. The other party bears the risk of the selection of the equipment purchased. LOGIC cannot guarantee that the equipment is suitable for the intended purpose of the other party, unless the written agreement between the parties clearly and without reservation specifies the intended purpose.
7. Transport costs for (return) shipments and for maintenance to LOGIC are payable by the other party. Transport costs to the other party for maintenance or return shipments are payable by LOGIC.

#### **ARTICLE 5 - FORCE MAJEURE**

If LOGIC cannot or only partially fulfil the agreement as a result of force majeure, the agreement is either dissolved with immediate effect by means of an extrajudicial written declaration, or the performance of the agreement is suspended for the duration of force majeure, without this leading to an obligation for LOGIC to pay compensation. Force majeure is, among other things, taken to mean force majeure of suppliers of LOGIC, failure to properly fulfil obligations by suppliers, prescribed to them by the other party, as well as faults in goods, materials and third-party software, the use of which is prescribed to LOGIC by the other party.

Should LOGIC have fulfilled its obligations partially when the situation of force majeure commenced, or only be able to fulfil its obligations partially, it will be entitled to invoice the parts delivered and/or deliverable and the other party will be obliged to pay this invoice as if it concerned a separate contract. As such, the other party is not entitled to set off or suspend payment.

#### **ARTICLE 6 – FAULTS AND COMPLAINTS**

1. The other party must inspect the purchased products or services upon delivery. When doing so, the other party must verify whether the delivered goods comply with the agreement, i.e. a) if the correct products/services have been delivered, b) if the quantity of products/services delivered corresponds with the agreement and c) if the products/services delivered meet the agreed requirements. If any visible or invisible faults or shortcomings are found, the other

party must notify LOGIC thereof in writing within five working days of delivery.

2. If the other party feels that it concerns a design, material or manufacturing fault, he must report this to LOGIC in writing within five working days of discovery and return the delivered goods to LOGIC immediately, at its expense and risk.
3. Claims under the previous paragraphs of this Article have to be submitted to LOGIC with 14 days of delivery at the latest; if a claim is submitted after that date, any (possible) right to claim of the other party with regard to the goods delivered will expire or is relinquished.
4. Claims do not give the other party the right to postpone payment of the non-disputed parts of the delivery and the related invoice of LOGIC.

#### **ARTICLE 7 - TERMINATION OF THE AGREEMENT**

Each of the parties can fully or partially terminate the agreement without notice of default if the other party - whether or not temporarily - is granted a moratorium, if bankruptcy of the other party has been filed for or pronounced or if the business of the other party is liquidated or terminated other than for reasons of reconstruction or merger of businesses. This termination does not oblige LOGIC to refund any money already received or to pay compensation. In the case of the liquidation of the other party, the right to use products made available and any possible licences granted to the other party lapses by operation of law.

#### **ARTICLE 8 - RETENTION OF TITLE**

1. All goods delivered or to be delivered to the other party remain the property of LOGIC until the other party has fully fulfilled all obligations, including those in relation to interest, penalties, costs and compensation, from all (purchase) agreements concluded with LOGIC.
2. The other party is required to return the goods delivered under retention of title to LOGIC or a third party to be appointed by LOGIC at the first request by LOGIC. The other party hereby authorises LOGIC to access the premises of the other party in order to take back the goods delivered, without prejudice to the LOGIC's right to claim full compensation.
3. Goods delivered by LOGIC, which pursuant to paragraph 1 are subject to retention of title, may only be resold in the context of normal business activities. The other party is otherwise not entitled to encumber and/or pledge the goods, other than the reserved right of pledge stated below, or to attach any other rights to them.
4. If the other party violates paragraph 1 to paragraph 3, it will owe LOGIC a penalty of EUR 5,000 for each violation. This is without prejudice to LOGIC's right to claim the damage or loss it incurs or will incur from the other party.
5. With regard to goods delivered which have become the property of the other party on payment and which are still in the possession of the other party, LOGIC hereby reserves the right of pledge, as referred to in Article 3:237 of the Dutch Civil Code, as security against any other claim which LOGIC might have on the other party. The other party is also required to cooperate in the establishment of the said right of

pledge on the goods delivered by LOGIC, which have been prepared or processed by the other party, as a result of which LOGIC's retention of title will lapse. At the first request by LOGIC, the other party is required to cooperate with all the necessary actions for the establishment of the reserved right of pledge.

6. If third parties wish to establish or exercise any rights on the goods delivered by LOGIC under its own retention of title, the other party is required to notify LOGIC of this fact as soon as can reasonably be expected.
7. To this end, the other party shall undertake, at the first by LOGIC, to insure and maintain insurance of the goods delivered subject to retention of title against fire, explosion and water damage, and theft. The other party shall also undertake to pledge all claims by the other party on the insurer with regard to the goods delivered under retention of title to LOGIC, in the manner as prescribed in Article 3:239 of the Dutch Civil Code.

#### **ARTICLE 9 - LIABILITY / GUARANTEE**

1. LOGIC is a trading company. Its liabilities and guarantees with regard to the goods delivered will never exceed that which the manufacturer or supplier declares applicable in its general terms and conditions. The delivered products are also subject to the applicable purchase, manufacturing or other terms and conditions, including the licence agreements.
2. LOGIC's total liability due to any attributable failure to perform the agreement is limited to compensation of the damage or loss up to no more than the amount of the price stipulated in the agreement in question (excluding VAT). If the agreement is mainly a continuing performance contract with a term of more than one year, the stipulated price is set at the total of the compensations (excluding VAT) stipulated for one year. In no event however will the total compensation for the damage or loss amount to more than EUR 500,000.
3. Excluded is LOGIC's liability for indirect losses, consequential losses, personal injury, lost profits, missed savings, reduced goodwill, losses due to business interruptions, losses as a result of claims from the other party's customers, mutilation or loss of data, losses relating to the use of third-party objects, materials or software provided to the LOGIC by the other party, losses relating to the engagement of suppliers provided to LOGIC by the other party, for whatever reason.
4. A condition with regard to any right to compensation being created will always be that the other party reports the damage or loss in writing to LOGIC within five working days of it having arisen. No legal claim by virtue of compensation in the broadest sense of the word is allowable and will therefore lapse if it is brought more than 24 months after the claim arose.
5. The other party indemnifies LOGIC against all third-party claims on account of product liability as a result of a fault in a product or system supplied by the other to a third party or otherwise and

which also comprised equipment, software or other materials supplied by LOGIC.

6. The provisions in this article also apply to all (legal) entities whose services LOGIC uses in the execution of the agreement.

#### **ARTICLE 10 - INTELLECTUAL OR INDUSTRIAL PROPERTY RIGHTS**

All rights of intellectual and industrial property to the software, websites, databases, equipment or other materials such as analyses, designs, documentation, reports, quotations as well as the preparatory material thereof, developed or made available under the agreement exclusively rest with LOGIC, its licensors or its suppliers. The other party will only obtain the user rights explicitly granted by law. Any other or further right of the other party to copy software, websites, databases or other materials is excluded. A user right that accrues to the other party is non-exclusive and cannot be transferred to third parties. Without the prior written consent of LOGIC, the other party will not fully or partially publish or copy the products and results of services or make them available to third parties. The other party is not permitted to remove or change any indication regarding the confidential nature or the appropriate copyrights, marks, trademarks or other intellectual or industrial property rights from the software, websites, databases, equipment or materials.

#### **ARTICLE 11 - IMPROPER USE**

The other party is not entitled to use the services or facilities provided, including the storage facilities provided, in any way in order to commit an offence or violation, to cause damage or hindrance vis-à-vis LOGIC or third parties. The activities of the other party should not be a reason for that either. On LOGIC's demand, the other party will indemnify LOGIC against this (including lawyer's fees) and, at its own expense, intervene in any related proceedings brought against LOGIC. The other party guarantees to immediately follow up any request from LOGIC and any reasonable request from a third party for removal and/or adjustment in such a way that the fact, violation, damage or obstruction is removed. The other party waives its right to claim any compensation from LOGIC.

#### **ARTICLE 12 - COMPETENT COURT**

All disputes arising from agreements between LOGIC and the other party will be heard by the district court of Limburg, location Roermond, the Netherlands, i.e. the sub-district sector, location Roermond, of that court.

#### **ARTICLE 13 - APPLICABLE LAW**

Any agreement between LOGIC and the other party is governed by the laws of the Netherlands. The applicability of the Vienna Sales Convention or any other international convention that regulates the international non-consumer sale (among other things), is excluded.

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