

General Terms and Conditions of Sale Copaco

ARTICLE 1. GENERAL

- 1.1 In these general terms and conditions of sale ("**General Terms and Conditions of Sale**"), Copaco ("**Copaco**") means the following companies:
1. Copaco N.V., having its registered office in Eindhoven (Chamber of Commerce number 17063651)
 2. Copaco DC B.V., having its registered office in Eindhoven (Chamber of Commerce number 17084914)
 3. Copaco Nederland B.V., having its registered office in Eindhoven (Chamber of Commerce number 17048595)
 4. Copaco International B.V., having its registered office in Eindhoven (Chamber of Commerce number 17152732)
 5. Copaco Financial Services B.V., having its registered office in Eindhoven (Chamber of Commerce number 17114469)

and other affiliated companies that made their transactions subject to these General Terms and Conditions of Sale.

- 1.2 In these General Terms and Conditions of Sale, other party ("**Other Party**") means: every legal entity or natural person having assumed a commitment in respect of Copaco, or having received a offer to that end from Copaco, or having asked Copaco to issue a quotation, and apart from them also their representative(s), agent(s) and successor(s) by universal or particular title.

- 1.3 All offers made by Copaco, all contracts for the purchase and sale of goods and/or provision of services concluded with Copaco, as well as the performance of those contracts and all other commitments in respect of Copaco, including contracts for services, leases, etc., are exclusively subject to these General Terms and Conditions of Sale.

- 1.4 The applicability of any terms and conditions, of whatever name, used by the Other Party is hereby expressly rejected.

- 1.5 Provisions varying from these General Terms and Conditions of Sale can only be agreed in writing and become valid only after express written confirmation from Copaco. Any failure on the part of Copaco to consistently insist on compliance with these terms and conditions does not mean that these terms and conditions do not apply, or that Copaco forfeits the right to insist on strict compliance with these terms and conditions in future cases that may or may not be comparable.

ARTICLE 2. OFFERS

- 2.1 All offers made by Copaco to the Other Party are subject to contract, even if they mention a period, unless they expressly state otherwise.

- 2.2 Copaco expressly does not rule out changes to and errors (including printing errors) in its price lists, brochures, website information and other data.

ARTICLE 3. CONTRACTS

- 3.1 Contracts are formed after written confirmation from Copaco or after Copaco has commenced performance of the contract. Any written or oral contracts, transactions, arrangements and/or stipulations made by Copaco staff or intermediaries may be revoked by the persons authorised to represent Copaco according to the Commercial Register.
- 3.2 For contracts, deliveries and orders for which no written quotation or order confirmation has been made, Copaco's invoice or packing slip is (also) regarded as an order confirmation and is deemed to accurately and fully reflect the contract.
- 3.3 If the Other Party does not comply with any obligation ensuing from the contract concluded with it or from these General Terms and Conditions of Sale or does not do so properly or in a timely fashion, as well as in the event of bankruptcy or a suspension of payments and/or the Other Party's filing for the same, or if the Other Party loses its power of disposition and/or its legal capacity to act because of attachment or otherwise, or if Copaco has learned that the Other Party lacks sufficient financial standing, to be decided at Copaco's discretion, Copaco will have the right to terminate the contract, without court intervention, or to demand additional security (for example in the form of a bank guarantee, the creation of a right of pledge and/or mortgage, a security deposit, etc.), without being required to pay damages and without prejudice to its right to claim damages from the Other Party for the damage suffered by it. This provision equally applies if Copaco has permitted credit-based delivery. At such time, Copaco will be entitled to immediately recover the goods delivered from the Other Party, or to have them recovered, and the Other Party hereby grants Copaco irrevocable authorisation to enter the rooms where the goods are located in order to take possession of the goods.
- 3.4 If Copaco has partially complied with its obligations for any reason whatsoever, Copaco will be entitled to send separate, interim invoices for the goods delivered and/or services rendered and the Other Party will be required to pay these invoices as if they concerned separate contracts.
- 3.5 In the event that several other parties/customers jointly place an order or make a purchase with Copaco, they will be jointly and severally liable to Copaco for payment of the consideration, regardless of the name on the invoice, in evidence whereof they will co-sign the order.

ARTICLE 4. PRICES

- 4.1 If not expressly agreed otherwise, all price lists issued by Copaco are in euros ex warehouse, exclusive of VAT, order costs, handling costs, drop shipping costs, cash on delivery charges, packaging, shipment, transport documents, assembly/installation, inspection, insurance, government levies (if any), surcharges and/or taxes.
- 4.2 The prices are based on the costs known during the offer, such as prices, exchange rates, wages, taxes, levies, charges, freight charges, et cetera. If cost-increasing circumstances occur after confirmation of the order, Copaco will be entitled to adjust the price agreed with the Other Party accordingly in so far as provisions of mandatory law do not oppose this, regardless of whether Copaco could have foreseen the change at the time of conclusion of the contract. In the event of a framework contract with arrangements on prices in the context of which periodic orders are placed by the Other Party, Copaco may adjust the prices and rates by giving three (3) months' written notice.
- 4.3 In the event of a wrong price assumption by Copaco (which cannot be attributed to a gross breach on the part of Copaco) with regard to the applicable purchase prices payable by Copaco, Copaco will have the right to apply the price changes in accordance with paragraph 2 above for a period of six (6) months after delivery by giving simple notice. Such a price change will not give the Other Party the right to terminate the contract.
- 4.4 Termination by the Other Party on account of a price increase is only permitted, and no later than eight (8) working days after notification of the price increase, in the event of an increase of the price by more than 15% and if the Other Party terminates the contract for that reason in writing by the date on which the price or rate change is to take effect. Termination by the Other Party will not affect the Other Party's obligations to pay the consideration for the period until the termination date mentioned. Price decreases or price changes resulting from legislative or tax changes will not give the Other Party the right to terminate the contract.

ARTICLE 5. TAKING POSSESSION OF THE GOODS

- 5.1 If no period has been agreed upon conclusion of a transaction within which the Other Party is to take possession of the goods, the Other Party is to take possession of the goods within five (5) working days of the goods being ready for receipt. If no possession is taken of the goods within the period agreed, both in the one case and in the other, the Other Party will be automatically in default, therefore without demand and/or notice of default. The Other Party will be obliged to reimburse all expenses or losses, including costs of storage, ensuing from its refusal to take possession of the goods. Further, Copaco will have the right, at its discretion, either to demand performance or to terminate the transaction without

intervention of any court and without prejudice to its right to (additional) damages in respect of the Other Party.

ARTICLE 6. LIABILITY

- 6.1 Copaco's liability for attributable non-performance of the contract or for any other reason is limited to the amount received by Copaco from its insurer under its insurance with regard to the damage for which Copaco is held liable by the Other Party.
- 6.2 If no insurance payment is forthcoming with regard to the damage concerned, Copaco's liability will in any event be limited to (1) the warranty provided in Article 7; or (2) no more than the stipulated and paid price (excluding VAT) received by Copaco from the Other Party for the product and/or the service concerned that is the object of the Other Party's liability claim against Copaco, regardless of the legal basis.
- 6.3 In no circumstances will Copaco be liable to the Other Party for any special, consequential, indirect, ancillary, incidental or criminal damage, including but not limited to damage caused by delays, lost profits, lost savings, increased operational costs, damage for or caused by customers of the Other Party, loss of customers, loss of goodwill, etc., howsoever caused, regardless of the basis of liability and regardless of whether it was advised in advance of the possibility of such damage arising in any way and regardless of whether the damage was foreseeable in any way.
- 6.4 Notwithstanding the provisions of Article 6 paragraph 3, if any products or services supplied by Copaco to the Other Party were purchased by Copaco from third parties (manufacturers, producers, suppliers), Copaco's liability for damage caused by these products or services will be limited to the warranty received by Copaco in the specific case from the third party/parties concerned or the damage reimbursed to Copaco by the third party/parties concerned with regard to the damage that is the object of the Other Party's liability claim against Copaco.
- 6.5 Copaco's liability to the Other Party due to mutilation, destruction or loss of information, documents or data, howsoever caused, is excluded.
- 6.6 The Other Party will be solely responsible and liable for, and Copaco cannot be held liable for, installation, management, operation, functionality, compatibility and compliance with the licence terms and conditions of the software vendors (including but not limited to any reporting and information obligation) of all hardware and software installed by the Other Party in combination with the products and services supplied by Copaco. Non-compliance with the software vendors' licence terms and conditions may result in severe penalties and/or damages. The Other Party will be liable for all penalties forfeited and all direct and indirect damage incurred as a result of any non-compliance, and the Other Party will indemnify Copaco and hold Copaco harmless in this respect.

- 6.7 The limitations and exclusions of liability referred to in paragraphs 1 to 6 inclusive above do not apply in so far as the damage concerned is caused by intent or gross negligence of Copaco's management.
- 6.8 Copaco will not in any way be liable to pay damages in circumstances other than those mentioned in the previous paragraphs, regardless of the ground on which any action for damages would be based.
- 6.9 Copaco's liability only arises once the Other Party gives Copaco prompt and proper written notice of default, stating a reasonable period to remedy the non-performance, and Copaco continues to attributable fail in the performance of its obligations even after that period. The notice of default must contain as detailed a description as possible of the non-performance, enabling Copaco to respond adequately.
- 6.10 Every claim against Copaco will lapse in any event one (1) year after the claim arose.
- 6.11 The Other Party indemnifies Copaco against all third-party claims against Copaco, the cost (including reasonable legal costs) of defence against such claims, and all of Copaco's obligations in respect of third parties, if such claims, costs and obligations ensue from or arise in connection with any acts or omissions or use of the products or services by the Other Party or any third party engaged by the Other Party and/or the improper performance of the agreement.

ARTICLE 7. WARRANTY AND REPAIR

- 7.1 Copaco will only issue a warranty for the products and services supplied if and in so far as Copaco receives a warranty from its suppliers and is permitted by its supplier to pass it on to the Other Party. The Other Party must demonstrate its right to a warranty, if necessary by means of providing serial or licence numbers and/or submitting invoices with those data. Copaco has the right to require the Other Party (1) to submit a sales receipt that the Other Party's customer must show to the Other Party in the event of a warranty claim, as well as (2) to provide a copy of the intake form provided by the Other Party as a receipt to its customer upon taking back a product offered to the Other Party with a warranty claim.
- 7.2 The warranty obligation granted in paragraph 1 (if any) lapses if the Other Party or its customer themselves make or procure changes or repairs to the goods delivered or if the goods delivered are used for purposes other than for normal (business) purposes or, in Copaco's opinion, were improperly handled or maintained.
- 7.3 If the Other Party wishes to offer goods for repair, under a warranty or otherwise, it must follow the corresponding procedure as stated on the website "www.copaco.com" and it will be responsible for assessing and documenting the state the good to be repaired is in. Copaco has the right to refuse any good offered

and to return it at the Other Party's expense if it is damaged by improper packaging and/or if the good is not provided with an RMA number.

- 7.4 Copaco is entitled to charge the Other Party for the cost of uncovering defects not covered by a warranty under these provisions, in accordance with Copaco's customary rates plus any costs of return shipment and repackaging. This also applies if no defects are found or if the Other Party chooses not to have the repair carried out after having received a statement of the cost of repair. The warranty on repairs is thirty (30) days.
- 7.5 Copaco will always have a choice between repairing the good/product offered by the Other Party and giving the Other Party a refund of (no more than) Copaco's invoice amount (excluding VAT). The Other Party will never be entitled to claim additional costs, including without limitation profit margin, handling fees, etc.

ARTICLE 8. PAYMENTS

- 8.1 The Other Party's payment for the goods, products and services to be supplied by Copaco must be effected by advance payment, unless agreed otherwise in writing, without any right for the Other Party to any deduction of discounts and/or setoff not expressly permitted by Copaco in writing. Copaco is entitled at all times to alienate and/or pledge its claims against the Other Party.
- 8.2 Payment of the invoices sent by Copaco for work performed and/or services and/or goods/products supplied must be effected within eight (8) days of the invoice date, unless agreed otherwise in writing, without any right for the Other Party to any deduction of discounts and/or setoff not expressly permitted by Copaco in writing.
- 8.3 The claim for payment of the entire sum owed will, in any event, be immediately due and payable upon non-punctual payment of any agreed instalment on the deadline for payment of any of the items, if the Other Party files or has filed for bankruptcy or suspension of payments, or if the Other Party dies, is wound up or – in so far as the Other Party is a legal entity – is dissolved.
- 8.4 If the amount owed by the Other Party to Copaco according to the invoice is not paid within the period applicable in that respect, the Other Party will automatically be in default without any notice of default being required, and from the invoice date, Copaco will be owed interest of 1½% of the total amount still outstanding for each month or part of a month, until the day of full payment and without prejudice to any other rights accruing to Copaco.
- 8.5 If Copaco is compelled to forward an unpaid invoice or any part thereof to a third party for collection, the out-of-court collection costs of 15% of the collection amount excluding VAT, with a minimum of 150 EUR excluding VAT, as well as the full costs, including the costs of litigation and legal assistance, will be borne by the Other Party. All this is without prejudice to Copaco's right to performance or termination, in both cases with or without damages.

- 8.6 Every payment made by the Other Party serves primarily to pay the interest owed by it to Copaco as well as the collection costs incurred by Copaco and will subsequently be deducted from the oldest claim still outstanding.
- 8.7 Copaco will be able to terminate the contract with the Other Party with immediate effect and to fully suspend all of its obligations to subsidiaries or sister companies affiliated with the Other Party and/or to set these off against any claims of the Other Party or subsidiaries or sister companies affiliated with it – even if these claims have been transferred to a third party – if:
1. The Other Party does not perform any obligation it has in respect of Copaco, or does not do so properly or in a timely fashion;
 2. The Other Party or any of its affiliated subsidiaries or sister companies is put into liquidation (or an application for this has been filed) or has been granted a suspension of payments;
 3. The Other Party loses its legal capacity to act or is detained in custody by court order;
 4. The Other Party has been dissolved or a claim for dissolution has been lodged against the Other Party or if the Other Party has adopted a resolution to dissolve or if the Other Party is wound up or, if it is a natural person, dies;
 5. The Other Party proceeds or has proceeded to discontinue its business or transfer its enterprise and the Other Party has not yet met its obligations in respect of Copaco.

Copaco will have this right by the mere occurrence of any of the circumstances mentioned above, without any warning or notice of default or court intervention being required.

- 8.8 If, at the Other Party's request, the invoice is made out in the name of a third party, both the Other Party and the third party will be jointly and severally liable to Copaco, and Copaco does not give permission for any transfer of the debt by the Other Party in any circumstances whatsoever.
- 8.9 The Other Party cannot derive any right or claim in respect of Copaco from pass-through payments by Copaco to the Other Party as described below. Copaco accepts no obligation, commitment and/or liability in that respect whatsoever. Pass-through payments are payments of manufacturers, producers or suppliers intended for the Other Party with regard to products and services supplied to the Other Party by Copaco and purchased by Copaco from those third parties, including but not limited to allowances, rebates and marketing contributions.

ARTICLE 9. COMPLAINTS

- 9.1 The Other Party is obliged to carefully check, or to have someone check, immediately upon delivery whether the products and/or services are in conformity with the contract.

- 9.2 The Other Party will notify Copaco in writing of any complaint with regard to the products and/or services, also stating (i) the products and/or services concerned, (ii) the date of purchase and (iii) the nature of the shortcoming (Field Incident Report ("FIR")).
- 9.3 In the event of visible shortcomings and/or missing quantities of the products and/or services, the Other Party must submit a written FIR to Copaco within five (5) working days of delivery of the products and/or services and record these shortcomings and/or missing quantities on the relevant packing slip immediately upon delivery.
- 9.4 As regards any other complaints with regard to the products and/or services, the Other Party must submit a written FIR to Copaco within five (5) working days of the date on which the Other Party became or reasonably could have become aware of the shortcomings.
- 9.5 The Other Party must notify Copaco in writing of any complaints with regard to the invoiced amount within five (5) working days of receipt of the invoice, also giving a description of the complaints.
- 9.6 The Other Party's failure to complain in accordance with the provisions of Articles 9.3, 9.4 and 9.5 above will result in the loss of any claims whatsoever in this regard.
- 9.7 Complaints of any nature whatsoever will not suspend the Other Party's payment obligations and Copaco will only be obliged to take note of any complaints filed if the Other Party, at the time of filing its complaint, has complied with all of its due and payable obligations to Copaco existing at such time and ensuing from whatever commitment existing between the Other Party and Copaco.
- 9.8 In any event, all of the Other Party's claims will lapse unless legal proceedings are instituted before a competent court within one (1) year of the date of delivery of the products and/or services or the date on which delivery was supposed to take place.

ARTICLE 10. PERFORMANCE OF WORK

- 10.1 The working hours of Copaco's staff will be adjusted to the working hours applied by the Other Party as much as possible, in so far as these hours are between 8:30 a.m. and 5:30 p.m., not including Saturdays, Sundays and official holidays. On Fridays, the working day ends at 5:00 p.m.
- 10.2 For orders for the performance of work and/or the rendering of services at a fixed price, the place and time of performance of the work will always be determined by Copaco.

- 10.3 For orders based on an hourly rate, the place mentioned in paragraph 2 will always be determined by the Other Party, absent which it will be determined by Copaco.

ARTICLE 11. RETENTION OF TITLE

- 11.1 All goods delivered will remain Copaco's property until the Other Party has fully complied with all of its obligations to Copaco with regard to these delivered goods. Accordingly, before payment is received by Copaco, the Other Party will not be authorised to pledge or loan these goods to third parties or to transfer the ownership of these goods to third parties, except in the ordinary conduct of business. In the event that the lender or credit insurer so requests from Copaco, Copaco may oblige the Other Party to provide for a comprehensive, extended retention of title and/or additional security with regard to these delivered goods, in accordance with the model imposed by Copaco's lender or credit insurer.
- 11.2 Until full payment to Copaco has taken place, the Other Party will be obliged to insure the goods delivered against all potential risks and to keep them thus insured and to keep the goods delivered with due care and duly identifiable. Further, the Other Party will be obliged, at Copaco's first request and to its benefit, to pledge all of its claims against its insurers ensuing from this to Copaco as additional security for fulfilment of all obligations from these or related transactions.
- 11.3 The Other Party undertakes to make available the goods not yet paid at Copaco's first request and hereby grants authorisation to the person to be designated by Copaco to enter the room and take away those goods at such time.
- 11.4 Without prejudice to the foregoing, Copaco reserves all rights of recovery accruing to it by law.

ARTICLE 12. INTELLECTUAL PROPERTY

- 12.1 All current and future rights (including intellectual property rights) with regard to the products delivered by Copaco to the Other Party will be the exclusive property of Copaco or the manufacturer, producer or supplier concerned or an entitled third party. The contract between Copaco and the Other Party and the General Terms and Conditions of Sale do not entail a transfer of any right (including any intellectual property right) or licence for use, unless agreed otherwise in writing.
- 12.2 The Other Party undertakes not to infringe or prejudice these (intellectual property or other) rights in any way, either directly or indirectly, by use or in any other way.
- 12.3 The Other Party will not remove or change any of the distinguishing marks with regard to the entitled party's intellectual property rights.
- 12.4 If third-party intellectual property rights are vested in the products – and the inventions, drawings, models and works of copyright contained therein – and

software delivered by Copaco, these products and this software will be delivered on the basis of the third parties' licence and warranty.

- 12.5 To the best of Copaco's knowledge, using the products delivered will not constitute an infringement or violation of any third-party rights.
- 12.6 The Other Party hereby confirms that it bears sole responsibility for complying with the (licence and other) terms and conditions for the software delivered and for instructing its end customers/end users accordingly. The Other Party is required to expressly inform its end customers/end users of the limited right of sublicense as well as the obligation to thoroughly read the user manual before using the products, in order to maintain the rights in respect of the warranties and/or liability provisions applicable.
- 12.7 The Other Party is required to refrain from all acts constituting an infringement of an intellectual property right or licence. Imitation, reprinting or reproduction in any sense whatsoever is prohibited. The Other Party fully indemnifies Copaco against all claims, liabilities, losses, damages, costs, penalties and expenditures that may be the result of a breach of this Article by the Other Party, its end customers/end users or third parties.

ARTICLE 13. CANCELLATION

- 13.1 While Copaco will always give favourable consideration to a request from the Other Party to agree to cancellation, Copaco will not in any way be obliged to agree to such a request. Only written requests for cancellation will be taken into consideration by Copaco. If Copaco has already purchased or reserved items to perform the contract concerned, Copaco will not agree to cancellation.
- 13.2 If Copaco agrees to cancellation, the Other Party – depending on the time of receipt of the written cancellation – must pay Copaco at least 10% of the total contract sum agreed, in so far as applicable increased by the amount owed on the basis of paragraph 3.
- 13.3 Except for the goods referred to in Articles 7 and 9 (warranty, complaints), delivered and accepted goods will not be taken back by Copaco, unless agreed otherwise in writing. If and in so far as the parties agree that the goods will be taken back, Copaco will be entitled to effect crediting against the market prices on the day of taking back the goods, and paragraph 2 will be applicable at such time.

ARTICLE 14. COOPERATION OF THE OTHER PARTY

- 14.1 The Other Party will always provide Copaco with all cooperation, data and information deemed useful or necessary by Copaco in order to carry out the work or deliveries ordered. The Other Party guarantees the completeness, accuracy and timeliness of all information and/or cooperation to be provided. Absent timely

provision of the information and/or cooperation requested, any delivery period agreed and to be observed by Copaco will at least move in proportion to the delay. The foregoing does not diminish the fact that the Other Party will still have to pay Copaco in accordance with the time schedule originally agreed.

- 14.2 The Other Party is responsible for its own choice of product and the product's suitability for the purposes envisaged by the Other Party.
- 14.3 If it has been agreed that the Other Party will provide equipment, materials, information carriers and/or data on information carriers to Copaco, these will meet the specifications to be notified to the Other Party by Copaco.
- 14.4 The Other Party will ensure that the room where Copaco is to carry out its work for the Other Party, where the inspection or testing work is to take place and/or where the delivered items to which warranty obligations pertain are located is brought in line with the requirements reasonably to be set by Copaco in terms of temperature, humidity level, freedom from draughts, power and water supply and other environmental conditions, and that these requirements are continually maintained.
- 14.5 All delays, risks, consequences and costs to be incurred by Copaco as a result of the Other Party's non-performance and/or non-timely and/or improper performance of the obligations mentioned in this Article will be for the Other Party's account.
- 14.6 Copaco may continue to consider the address notified to it as the proper address until a new address of the Other Party has been notified to it and has been confirmed by Copaco. Any and all damage ensuing from this will be for the Other Party's account.

ARTICLE 15. NON-SOLICITATION

- 15.1 For the duration of the contract and for a period of one year after its termination for whatever reason, the Other Party will refrain from contacting and/or influencing any persons involved in Copaco as well as from prompting or trying to prompt any persons involved with Copaco to terminate their relationship with Copaco, except with express prior written consent from Copaco. If the Other Party acts in breach of one or more obligations ensuing from the previous paragraph, the Other Party will forfeit to Copaco – without any prior notice of default or demand being required to that end and regardless of whether the breach can be attributed to the Other Party – an immediately exigible penalty of one hundred thousand euros (100,000 EUR) per breach, as well as a penalty of one thousand euros (1,000 EUR) per day or part of a day that the breach continues. This is without prejudice to Copaco's right to demand performance or full damages from the Other Party.

ARTICLE 16. CHANGES

- 16.1 While Copaco will always give favourable consideration to a request to agree to making changes and additions to the work and/or deliveries agreed, Copaco will not in any way be obliged to such agreement. Changes must be requested by the Other Party from Copaco in writing and will only be binding if and in so far as those changes have been accepted by Copaco in writing.
- 16.2 If a change and/or addition to the work and/or deliveries agreed results in additional deliveries by Copaco, Copaco will always charge these to the Other Party according to the rates then applicable. Any contract variations will automatically affect the agreed price and the agreed time of delivery, for the Other Party's account and risk.

ARTICLE 17. FORCE MAJEURE

- 17.1 In this context, force majeure means: all unforeseen circumstances or circumstances beyond Copaco's control as a result of which the Other Party can no longer reasonably expect Copaco to perform the contract. Force majeure in any event includes: a cancellation, change or delay – for whatever reason – in the production or supply process of a manufacturer, producer or supplier of Copaco, business interruptions at Copaco and/or its manufacturers, producers or suppliers and/or the absence of deliveries by manufacturers, producers or suppliers, stock exhaustion as well as non-performance by its manufacturers, producers or suppliers, impossibility to deliver as a result of a government order or statutory provision, import and export bans or restrictions, impossibility to deliver as a result of a fault or intent by third parties engaged by Copaco, war, danger of war, irrespective of whether the Netherlands is directly involved or not, fire or other destructions within Copaco's business, and internet, telecommunications or power grid disruptions. This applies in any event if Copaco cannot purchase the good/product sold by it to the Other Party from its vendor as a result of unforeseen circumstances and/or circumstances beyond its control. The Other Party is aware that in any event, Copaco has no power over its manufacturers, producers or suppliers and any acts or omissions by manufacturers, producers or suppliers cannot be attributed to Copaco.
- 17.2 In the event of force majeure as referred to in the previous paragraph – even if such circumstances were foreseeable at the time that the contract was concluded or the order was obtained – making it temporarily impossible for Copaco to perform the contract for no more than one (1) month, Copaco will be entitled, without court intervention, at its own discretion, either to prolong the delivery period by the duration of the impediment, or to cancel the contract, without being required for that reason to compensate the Other Party for any damage. The Other Party will not be entitled to seek termination of the contract and/or to withdraw the order issued to Copaco.

ARTICLE 18. DELIVERY

- 18.1 The periods of performance, including delivery periods, are only approximations given by Copaco and are therefore not absolute deadlines.
- 18.2 Any transgressions of the delivery periods, service levels or KPIs stated by Copaco, howsoever caused, will not entitle the Other Party to any penalties, damages, dissolution or any other form of termination of the contract or suspension of any of the Other Party's obligations from the relevant contract or a related contract.
- 18.3 Delivery within the EU will take place on the basis of ICC Incoterm Delivered Duty Paid (DDP ICC Incoterms 2010), which does not include the unloading of the goods from any means of transport. The time of delivery is deemed to be the time at which Copaco makes the goods, loaded, available to the Other Party, by which all risks of loss or damage to the goods pass to the Other Party. In the event of deliveries outside the EU, the parties will always make further ad-hoc arrangements on a case-by-case basis regarding the Incoterm/terms and conditions of delivery applicable. War risk will always be borne by the Other Party.
- 18.4 If Copaco believes that the packaging of a good received by Copaco (e.g. for purposes of repair) is not sound, it will be entitled to provide the good with new, sound packaging at the Other Party's costs. Copaco will only be required to take out insurance if and in so far as Copaco has made an express written commitment to do so.
- 18.5 If, at the Other Party's written request, delivery is agreed by transfer of the goods to a third party designated by the Other Party (drop shipping), delivery will take place by handover to that third party. The signature for receipt given by said third party will constitute proof of the same between Copaco and the Other Party.

ARTICLE 19. CONFIDENTIALITY

- 19.1 The parties are mutually obliged to observe strict confidentiality towards third parties regarding the confidential information (including business information) exchanged between them (either in writing or otherwise). The Other Party is obliged to take measures in order to ensure that this confidentiality is observed by its agents, representatives and/or employees.
- 19.2 The Other Party is not permitted to copy, reproduce or modify any software and accompanying documentation copyrighted by Copaco either during the term of the contract or after its termination without express prior written permission from Copaco. Nor is the Other Party permitted to allow third parties to do so.
- 19.3 Absent performance of the provisions of this Article, the Other Party will automatically owe a penalty of five thousand euros (5,000 EUR) per breach and per day that such a breach continues, with each breach of paragraph 1 and paragraph 2 of this Article being regarded as a separate breach. This is without

prejudice to Copaco's right to demand performance or full damages from the Other Party.

ARTICLE 20. PERSONAL DATA PROCESSING

- 20.1 In so far as the sales process and/or the rendering of services involves the processing of personal data, Copaco will process these personal data in accordance with applicable valid privacy legislation.
- 20.2 If Copaco acts as a controller in that respect, it will process for the purposes for which Copaco processes data of the Other Party (or its employees) in accordance with its privacy statement at www.copaco.com.
- 20.3 If the Other Party engages Copaco as a processor, the Other Party will provide personal data only after a data processing agreement has been concluded between the parties.
- 20.4 The Other Party guarantees that all personal data provided by it, either through its employees or otherwise, can and may be processed by Copaco for the purposes foreseeable and intended upon provision as described in Copaco's privacy statement and, as the case may be, the data processing agreement concluded in the context of services to be rendered.
- 20.5 The Other Party is obliged to disclose accurate data, including name and address details, contact person details and bank account numbers, to Copaco. Changes to data must be disclosed to Copaco in writing in a timely fashion after the change became known to the Other Party.
- 20.6 In the event of a breach of the provisions of paragraphs 4 and 5, the Other Party will fully indemnify Copaco against any third-party claims, penalties, damage, liability or any other adverse consequence.
- 20.7 Copaco's total liability in respect of the Other Party for attributable non-performance of its obligations under and concerning the protection of personal data, expressly including unlawful acts that are in breach of the law, any penalties imposed on the Other Party as a result of such acts and regardless of whether it acts as a controller or processor in that regard, will be limited to reimbursement of direct damage for no more than ten thousand euros (10,000 EUR). The limitations of liability mentioned in the previous paragraphs of this Article will lapse if and in so far as the damage is the result of intent or gross negligence of Copaco's board.

ARTICLE 21. LAWS AND REGULATIONS

- 21.1 The Other Party represents and guarantees that it will act in full compliance with all laws and regulations applicable. The Other Party will not do or omit anything that will cause Copaco, at Copaco's discretion, to breach the laws and regulations applicable and it will fully indemnify Copaco against any claims, damage, liability,

penalties or costs that Copaco could incur as a result of any acts or omissions by the Other Party in complying with such laws and regulations.

- 21.2 The Other Party acknowledges and accepts that the goods, software and technology delivered under an order or contract between Copaco and the Other Party are or may be subject to laws and rules on export restrictions imposed by an EU Member State, the EU and/or the United States of America (including but not limited to the Export Administration Regulations (“EAR”) and the sanction regimes of the U.S. Department of Treasury and of the Office of Foreign Asset Controls). The Other Party will fully comply with these laws and rules at all times and also impose this obligation on third parties in the event of a resale or any form of providing access for third parties. The Other Party fully indemnifies Copaco against any disadvantage it may suffer if the Other Party does not meet these obligations.
- 21.3 Subject to express prior permission from the competent authorities, the Other Party will not export, re-export, transfer or make available for use, either directly or indirectly, any goods, software or technology delivered under an order or contract between Copaco and the Other Party to any person, entity or destination forbidden under any applicable laws and regulations and will not enter into any transactions with or make any payments to any unauthorised persons or entities in breach of any applicable laws and regulations.
- 21.4 The Other Party represents and guarantees that it and its employees and any third parties engaged by it in any way will not, with regard to the goods, software and technology delivered under an order or contract between Copaco and the Other Party, contact any third parties or make them any offer or enter into any transaction with them or make them any payment or pass anything of value to them in breach of any laws and regulations on bribery in the broadest sense of the word, and the Other Party will fully indemnify Copaco against any claims, damage, liability, penalties or costs that Copaco could incur in that regard as a result of any acts or omissions by the Other Party in breach of such laws and regulations.

ARTICLE 22. APPLICABLE LAW

- 22.1 All offers made by Copaco, all contracts concluded with Copaco and other commitments entered into with Copaco, as well as their performance, are exclusively governed by Dutch law, to the exclusion of the Vienna Sales Convention. All transactions that are subject to these General Terms and Conditions of Sale, also in the event of transactions with Other Parties established abroad, and the legal relationships ensuing from them for the parties will be exclusively governed by Dutch law.
- 22.2 The parties agree in any event that the place where Copaco has its registered office will be the place of performance of all commitments ensuing from these General Terms and Conditions of Sale.

ARTICLE 23. MISCELLANEOUS

- 23.1 The headings of the individual Articles of these General Terms and Conditions of Sale are for convenience only and do not affect the interpretation of those Articles.
- 23.2 The invalidity or unenforceability of a provision or any part thereof of the present General Terms and Conditions of Sale will not affect the validity and enforceability of the other provisions of the present General Terms and Conditions of Sale. In such a case, the invalid or unenforceable provision will be replaced by a legally valid and enforceable provision approximating the purpose and purport of the original provision as much as possible.
- 23.3 Copaco has the right to unilaterally amend these General Terms and Conditions of Sale. Any amended terms and conditions will be notified to the Other Party in writing at least fourteen (14) calendar days before they take effect. If the Other Party does not accept the new General Terms and Conditions of Sale, the parties will meet to negotiate the new General Terms and Conditions of Sale as soon as possible, yet no later than within fourteen (14) calendar days of the notification of the new General Terms and Conditions of Sale. Absent any agreement between the parties, after this period of fourteen (14) calendar days the new General Terms and Conditions of Sale communicated by Copaco will apply as from the date of their taking effect as originally envisaged.
- 23.4 Any provision of these General Terms and Conditions of Sale that, by its nature, is intended to survive the end of the contract, including but not limited to the obligations concerning intellectual property rights and confidentiality, will continue to apply.

ARTICLE 24. DISPUTES

- 24.1 Any and all disputes between the parties, including those regarded as such by one of the parties, will be settled by the competent judge of Oost-Brabant District Court.

Thus filed with the Chamber of Commerce in Eindhoven (no. 17048595).