

GENERAL TERMS AND CONDITIONS OF SALE

The products and related services listed in the quotation ("Product") are offered by Innovative Mechanical Engineering Technologies B.V. ("IME") only under the following General Terms and Conditions. Divergent, contrary, or additional terms requested by the customer ("Customer") shall not form part of the agreement between IME and Customer without the prior written consent of IME. Where applicable, the term Product can also refer to a service provided or work executed by IME.

1. ACCEPTANCE AND CANCELLATION

- 1.1. The quotation is non-binding and valid for thirty (30) days from the date of issuance. The quotation is subject to change or withdrawal prior to written acceptance by Customer. All purchase orders issued by Customer are subject to acceptance by IME by means of a written order confirmation. The scope of the delivery is exclusively controlled by the written order confirmation ("Order"). In the event of immediate delivery the order confirmation may be substituted by the delivery of the Product.
- 1.2. If Customer cancels an Order prior to Product delivery, Customer shall pay the costs incurred by IME up to the date of cancellation including, but not limited to, the costs to manufacture the Product, the costs to provide any training, educational, or other services to Customer in connection with the Order, a nominal restocking fee, and the costs to return or cancel any product ordered from a third party on Customer's behalf.

2. PRICES AND TAXES

The purchase price stated in the quotation does not include applicable sales, excise, use, or other taxes in effect or later levied. Unless Customer provides IME with an appropriate exemption certificate reasonably in advance of the date the Product is available for delivery, IME shall invoice Customer for those taxes, and Customer shall pay those taxes in accordance with the terms of the invoice.

3. PAYMENT TERMS

- 3.1. Unless otherwise specified in the quotation, IME will invoice Customer, and Customer will immediately pay such invoice on receipt for each Product in accordance with the payment terms set forth below.
 - a. For Products that are ordered in combination with on-site installation and training services:
 - i. 40% of the purchase price shall be due upon receipt by Customer of the written order confirmation from IME;
 - ii. 40% of the purchase price shall be due upon completion of the factory acceptance test ("FAT") by IME, but at the latest before shipment of the Product;
 - iii. 20% of the purchase price shall be due upon completion of the site acceptance test ("SAT"). Completion of the SAT means the Product has been installed and substantially meets IME's system verification functionality set forth in the SAT protocol.
 - b. For Products that are ordered without any on-site installation and training services:
 - i. 40% of the purchase price shall be due upon receipt by Customer of the written order confirmation from IME;
 - ii. 40% of the purchase price shall be due upon completion of the factory acceptance test ("FAT") by IME, but at the latest before shipment of the Product;
 - iii. 20% of the purchase price shall be due upon delivery of the Product.
- 3.2. All invoices shall be payable within fourteen (14) after date of invoice.
- 3.3. Orders are subject to IME's on-going credit review and approval.
- 3.4. Customer shall pay legal interest ("*wettelijke rente*") plus 1% on any amount not paid when due. If Customer fails to pay any amount when due, in addition to any other rights or remedies available to IME at law or in equity, IME may discontinue the performance of services, discontinue the delivery of the Product, suspend any Product warranty, and/or deduct the unpaid amount from any amounts otherwise owed to Customer by IME under any agreement with Customer. In any action initiated to enforce the terms of the quotation following a Customer default, IME shall be entitled to recover as part of its damages all costs and expenses, including reasonable attorneys' fees, in connection with such action.

4. RETENTION OF TITLE

- 4.1.
- 4.2. Title to the Product shall remain vested in IME and shall not pass to Customer until the purchase price for the Product has been paid in full and received by IME.

5. SHIPMENT AND RISK OF LOSS

- 5.1. IME will package and ship the Product according to IME's standard commercial practices. IME will pay shipping costs associated with Product shipment, unless otherwise agreed upon.
- 5.2. The risk of loss or damage shall pass to Customer DAP destination (Incoterms 2010), unless otherwise agreed upon. Customer shall obtain and pay for insurance covering such risks at destination and organize further transport from destination.

6. DELIVERY

- 6.1. IME will use reasonable efforts to ship the Product to Customer by the (i) mutually agreed upon shipment date, or (ii) by the date stated in the quotation, or (iii) as otherwise agreed in writing. IME may make partial shipments. Prior to the shipment of any Product, IME may change the construction or the design of the Product without notice to Customer so

long as the function, footprint, and performance of the Product are not substantially altered.

- 6.2. If Customer requests a delay in the date of shipment, then IME will place the Product in storage and the unpaid portion of the purchase price shall be due. Customer will reimburse IME for all storage fees incurred upon receipt of invoice.

7. INSTALLATION

- 7.1. Customer shall provide IME full and free access to the installation site and suitable and safe space for the storage of the Products before installation. The Products will be installed during normal working hours. IME will unpack, assemble and place the Product, connect the Product to the water, drain and power outlets to be installed by Customer, and calibrate and test the Product. Customer shall provide any and all plumbing, carpentry work, ventilation, air-conditioning, conduit, wiring including communications and/or computer wiring, network equipment, power supply, safety switch or breaker, surge suppression and power conditioning (except to the extent they are expressly included in the quotation), fire protection and environmental controls, ground fault and isolation system, and other fixtures and utilities required to properly attach, install, and use the Product. If local labor conditions require the use of non-IME employees to participate in the installation of the Product, then such participation of non-IME employees shall be at Customer's expense and risk. In such case, IME will provide engineering supervision during the installation.
 - 7.2. Customer shall be responsible, at its expense, for the preparation of the installation site where the Product will be installed including any required structural alterations. The site preparation shall be in compliance with all safety, electrical, ventilation, fume extraction and hazardous material handling, and building codes relevant to the Product and its installation and use. The sufficiency of any installation site plans shall be the responsibility of Customer. Customer shall advise IME of conditions at or near the site that could adversely affect the installation and shall ensure that those conditions are corrected and that the site is fully prepared and available to IME before installation work begins. Customer, at its expense, shall obtain all permits and licenses required by federal, state, or local authorities in connection with the installation and operation of the Product, including any certificate of need and zoning variances. IME MAKES NO WARRANTY AND ASSUMES NO LIABILITY FOR THE FITNESS OR ADEQUACY OF THE SITE IN WHICH THE PRODUCT IS TO BE INSTALLED OR USED.
 - 7.3. Customer shall ensure, at no charge to IME, that there are no obstacles preventing IME from moving the Product from the entrance of the Customer's premises to the installation site. Customer shall be responsible, at its expense, for rigging, the removal of partitions or other obstacles, and restoration work. IME assumes that no hazardous materials exist at the installation site. If any such materials exist, Customer shall be responsible for the proper removal and disposal of the materials at Customer's expense.
 - 7.4. Customer agrees to pay IME at the prevailing demand service rates for all time spent by IME personnel waiting for access to the Product. Furthermore, in the event the installation site is not fully prepared and available at the scheduled installation date, Customer agrees to pay IME all travel expenses and labor costs associated with rescheduling the installation.
 - 7.5. Customer will provide IME at all times during the warranty period full and free access to a dedicated broadband Internet access node, including but not limited to public and private interface access, suitable to establish a successful connection to the Product through the IME Remote Service Module ("EM-RSM") and Customer's network for IME's use in remote servicing of the Product, remote assistance to personnel that operate the Product, updating the Product software, transmitting automated status notifications from the Product and regular uploading of Product data files (such as but not limited to error logs and utilization data for improvement of IME products and services and aggregation into services). Customer's failure to provide such access at the scheduled time will constitute Customer's waiver of the scheduled planned maintenance service and will void support or warranty coverage of Product malfunctions until such time as planned maintenance service is completed or EM-RSM access is provided.
- ### 8. WARRANTY
- 8.1. IME warrants to Customer that the IME Product (including its operating software) will perform in substantial compliance with its performance specifications for a period of twelve (12) months after delivery. If the delivery, and optionally the start of the installation thereof, is delayed for any reason beyond the control of IME for more than thirty (30) days following the date that IME notifies Customer that the Product is available for delivery, the warranty period begins on the thirty-first (31st) day following that date.
 - 8.2. IME's sole obligations and Customer's exclusive remedy under any Product warranty are limited, at IME's option, to the repair or the replacement of the Product or a portion thereof within ninety (90) days after receipt of written notice of such material breach from Customer ("Product Warranty Cure Period") or, upon expiration of the Product Warranty Cure Period, to a refund of a portion of the purchase price paid by Customer, upon Customer request. Any refund will be paid, to Customer when the Product is returned to IME.
 - 8.3. If IME elects to repair or replace the Product, IME may use new or refurbished parts or products that are equivalent to new in performance

and reliability and are at least functionally equivalent to the original part or Product. Customer must obtain an RMA number from IME before returning any Product under warranty to IME. Customer will pay shipping expenses to send the affected Product to IME, and IME will pay shipping expenses to return the Product to the Customer. If IME concludes, after examining and testing a returned Product, that it is not covered by the Warranty, IME will notify Customer and provide a quotation for the repair, which is subject to written approval by Customer. Any repaired or defective Products not covered by the Warranty will be returned at Customer's expense. IME reserves the right to charge a fee for examining and testing Products not covered by the Warranty. Warranty service outside of normal working hours (i.e., 8:00 A.M. to 5:00 P.M., Monday through Friday, excluding IME's observed holidays), will be subject to payment by Customer at IME's standard service rates.

- 8.4. This warranty is subject to the following conditions: the Product (a) is to be installed by authorized IME representatives (or is to be installed in accordance with all IME installation instructions), (b) is to be operated exclusively by duly qualified personnel in a safe and reasonable manner in accordance with IME's written instructions and for the purpose for which the Products were intended, (c) is to be maintained and in strict compliance with all recommended and scheduled maintenance instructions provided with the Product; and Customer is to notify IME immediately in the event the Product at any time fails to meet its printed performance specifications. IME's obligations under any Product warranty do not apply to any Product defects resulting from improper or inadequate maintenance or calibration by Customer or its agents; Customer or third party supplied interfaces, supplies, or software; use or operation of the Product other than in accordance with IME's applicable Product specifications and written instructions; abuse, negligence, accident, loss, or damage in transit; improper site preparation; unauthorized maintenance or modifications to the Product; or viruses or similar software interference resulting from connection of the Product to a network. IME does not provide a warranty for any third party products furnished to Customer by IME under the quotation; however, IME shall use reasonable efforts to extend to Customer the third party warranty for the product. The obligations of IME described herein and in the applicable Product-specific warranty document are IME's only obligations and Customer's sole and exclusive remedy for a breach of a Product warranty.
- 8.5. THE WARRANTIES SET FORTH HEREIN AND IN IME'S WARRANTY DOCUMENT WITH RESPECT TO A PRODUCT (INCLUDING THE SOFTWARE PROVIDED WITH THE PRODUCT) ARE THE ONLY WARRANTIES MADE BY IME IN CONNECTION WITH THE PRODUCT, THE SOFTWARE, AND THE TRANSACTIONS CONTEMPLATED BY THE QUOTATION, AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, WHETHER WRITTEN, ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IME may use refurbished parts in the manufacture of the Products, which are subject to the same quality control procedures and warranties as for new Products.

9. PATENT INFRINGEMENT CLAIMS

- 9.1. IME shall defend or settle any claim brought against Customer that a IME Product provided in the quotation infringes a valid claim under a patent provided that Customer: (i) provides IME prompt written notice of the claim, (ii) grants IME full and complete information and assistance necessary for IME to defend, settle, or avoid the claim, and (iii) gives IME sole control of the defense or settlement of the claim.
- 9.2. The provisions of this section shall not apply in the event of any sale or other transfer of the Product by Customer.
- 9.3. In the event (a) a IME Product is found or believed by IME to infringe such a claim or (b) Customer has been enjoined from using the IME Product pursuant to an injunction issued by a court of competent jurisdiction, IME may, at its option, (i) procure the right for Customer to use the Product, (ii) replace or modify the Product to avoid infringement, or (iii) refund to Customer a portion of the Product purchase price upon the return of the original Product. IME shall have no obligation for any claim of infringement arising from: IME's compliance with Customer's designs, specifications, or instructions; IME's use of technical information or technology supplied by Customer; modifications to the Product by Customer or its agents; use of the Product other than in accordance with the Product specifications or applicable written Product instructions; use of the Product with products not manufactured by IME; if infringement would have been avoided by the use of a current unaltered release of the Products and IME provided Customer written notification that use of such release was mandatory; or use of the Products after IME has offered Customer one of the options described herein. The terms in this section state IME's entire obligation and liability for claims of infringement, and Customer's sole remedy in the event of a claim of infringement.

10. LIMITATION OF LIABILITY

THE TOTAL LIABILITY, IF ANY, OF IME FOR ALL DAMAGES AND BASED ON ALL CLAIMS, WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT, OR OTHERWISE, ARISING FROM A PRODUCT, SOFTWARE, AND/OR SERVICE IS LIMITED TO THE PRICE PAID HEREUNDER FOR THE PRODUCT, SOFTWARE, OR SERVICE. THIS LIMITATION SHALL NOT APPLY TO THIRD PARTY CLAIMS FOR BODILY INJURY OR DEATH CAUSED BY IME'S NEGLIGENCE OR PROVEN PRODUCT DEFECT.

11. DISCLAIMER

IN NO EVENT SHALL IME BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, OR THE COST OF

SUBSTITUTE PRODUCTS OR SERVICES WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT.

12. CONFIDENTIALITY

Each party shall maintain as confidential any intellectual property, know-how, information or documents furnished or disclosed to one party by the other party, whether disclosed in writing or disclosed orally, relating to the business of the disclosing party, its customers and/or business relations, and the quotation and its terms, including the pricing terms under which Customer has agreed to purchase the Product. Each party shall use the same degree of care to protect the confidentiality of the disclosed information as that party uses to protect the confidentiality of its own information, but in no event less than a reasonable amount of care. Each party shall disclose such confidential information only to its employees having a need to know such information to execute the Order. The obligation to maintain the confidentiality of such information shall not extend to information in the public domain at the time of disclosure, and/or information that is required to be disclosed by law or by court order.

13. INTELLECTUAL PROPERTY

Each party shall retain all right, title and interest in and to, and possession of their respective pre-existing intellectual property. Furthermore, IME shall retain all right, title and interest in and to, and possession of, any know-how, technical information, specifications, documents, ideas, concepts, methods, processes, techniques and inventions developed or created by or on behalf of IME relating to any Product delivered or provided under or in relation to an Order.

14. GENERAL TERMS

The following additional terms shall be applicable to the purchase of a Product:

- 14.1. **FORCE MAJEURE.** Each party shall be excused from performing its obligations (except for payment obligations) arising from any delay or default caused by events beyond its reasonable control including, but not limited to, acts of God, acts of third parties, acts of any civil or military authority, fire, floods, war, embargoes, labor disputes, acts of sabotage, riots, accidents, delays of carriers, subcontractors or suppliers, voluntary or mandatory compliance with any government act, regulation or request, shortage of labor, materials or manufacturing facilities.
- 14.2. **BANKRUPTCY.** If Customer becomes insolvent, is unable to pay its debts when due, files for bankruptcy, is the subject of involuntary bankruptcy, has a receiver appointed, or has its assets assigned, IME may cancel any unfulfilled obligations, or suspend performance; however, Customer's financial obligations to IME shall remain in effect.
- 14.3. **ASSIGNMENT.** Customer may not assign any rights or obligations in connection with the transactions contemplated by the quotation without the prior written consent of IME, which consent shall not be unreasonably withheld, and any attempted assignment without such consent shall be of no force or effect.
- 14.4. **EXPORT.** Customer shall assume sole responsibility for obtaining any required export authorizations in connection with Customer's export of the Products from the country of delivery.
- 14.5. **GOVERNING LAW AND COMPETENT COURT.** All transactions contemplated by the quotation shall be exclusively governed by the laws of the Netherlands and all disputes shall be exclusively settled by the applicable court in 's-Hertogenbosch, the Netherlands.
- 14.6. **ENTIRE AGREEMENT.** These General Terms and Conditions, the terms and conditions set forth in the quotation and the applicable IME's Product-specific warranty constitute the entire understanding and agreement by and between the parties with respect to the transactions contemplated by the quotation, and supersede any previous understandings or agreements between the parties, whether written or oral, regarding the transactions contemplated by the quotation. The pricing in the quotation is based upon the terms and conditions in the quotation. No additional terms, conditions, consents, waivers, alterations, or modifications shall be binding unless in writing and signed by the parties. Customer's additional or different terms and conditions, whether stated in a purchase order or other document issued by Customer, are specifically rejected and shall not apply to the transactions contemplated by the quotation.
- 14.7. **HEADINGS.** The headings in the quotation are intended for convenience only and shall not be used to interpret the quotation.
- 14.8. **SEVERABILITY.** If any provision of the quotation is deemed to be illegal, unenforceable, or invalid, in whole or in part, the validity and enforceability of the remaining provisions shall not be affected or impaired, and shall continue in full force and effect.
- 14.9. **NOTICES.** Notices or other communications shall be in writing, and shall be deemed served if delivered personally, or if sent by facsimile transmission, by overnight mail or courier, or by certified mail, return receipt requested and addressed to the party at the address set forth in the quotation.
- 14.10. **PERFORMANCE.** The failure of Customer or of IME at any time to require the performance of any obligation will not affect the right to require such performance at any time thereafter. Course of dealing, course of performance, course of conduct, prior dealings, usage of trade, community standards, industry standards, and customary standards and customary practice or interpretation in matters involving the sale, delivery, installation, use, or service of similar or dissimilar Products or services shall not serve as references in interpreting the terms and conditions of the quotation.
- 14.11. **OBLIGATIONS.** Customer's obligations are independent of any other obligations Customer may have under any other agreement, contract, or account with IME. Customer will not exercise any right of offset in connection with the terms and conditions in the quotation or in connection with any other agreement, contract, or account with IME.