

GENERAL TERMS AND CONDITIONS OF PURCHASE OF ETRACK NV (ETRACK GROUP)

Taunusweg 2, 3740 Bilzen, Belgium

1. General information

The following terms and conditions apply exclusively for all orders unless otherwise agreed in writing in individual cases. In no case is referring to other contract conditions sufficient to amend these conditions. Rather, the supplier is obligated to announce any desired change of these purchase terms and conditions in writing. Silence on our part does not constitute consent. By delivering, the supplier acknowledges our terms and conditions of purchase in this respect as well. By accepting/confirming our order, the supplier also acknowledges the terms and conditions for all future legal transactions in which we act as the customer, unless otherwise agreed in writing.

2. Offer

All offers of the supplier or preparation of offer documents are provided free of charge. The supplier must strictly adhere to our requests in terms of the quantity and quality of the goods to be delivered or the services to be provided and must explicitly point out any deviations from them. Additional offers must be made on the same price basis as the main offer.

3. Order

Orders are only legally binding for us if they are signed by the company. The supplier is obligated to immediately check, free of charge, the execution of documents provided by us to ensure that they are, in particular, entirely feasible and complete, and to inform us immediately in writing of any concerns regarding the intended nature of execution. If this does not happen, the supplier is liable for the consequences of the omission. If no prices are specified in the order, they must be indicated in the corresponding order acceptance/confirmation and confirmed to us in writing, whereby we reserve the right to object or withdraw within a reasonable period. The plans, designs, data, specimens, models, samples, etc., accompanying our requests or orders remain our property and may not be used in any other way without written permission. They must be returned to us automatically after delivery. Our orders as well as all related data and documents are our business secrets and may not be shared with third parties or be used for any purpose other than executing the order.

4. Order acceptance/confirmation

Our order must be accepted by means of a duly signed, written declaration, consistent with the order in all aspects, within five days (incoming mail) or, in the event that an offer has already been presented by the supplier, confirmed, otherwise we are no longer bound to our order and are entitled to withdraw from the contract and the supplier must bear any consequential damages. Order acceptances and confirmations from the supplier are only valid if they conform to our orders and terms and conditions of purchase.

5. Performance, CE conformity

The supplier/contractor is obligated to provide the goods ordered or perform the service on the specified date to/at the destination. Irrespective of our right to reject the delivery before the delivery date, the supplier bears the risk up to the delivery date. The supplier is responsible for ensuring that the deliveries and services he provides are: of the quality generally expected and guaranteed in the order; comply with the relevant DIN/EN standards or other technical regulations of the country of destination; and are in line with the best available technology. When delivering machines and electronic devices, the supplier is obligated to include the declarations of conformity corresponding to the EU Machinery Ordinance (MSV) and the Electromagnetic Compatibility Ordinance (EMVV) as well as the relevant documentation, or to retain the latter for a period of twelve years from the last delivery. Unless expressly agreed otherwise, all products delivered are considered machines for the purpose of the applicable Machinery Directive or devices intended for the end user within the meaning of the End User Ordinance. If none of the products to be delivered are machines or devices intended for end users, the supplier must in any case include the technical documentation corresponding to the MSV and EMVV. System parts must be delivered and assembled such that they are ready for use and appropriate for the requested and generally required function. The supplier guarantees that the work provided and the goods delivered by him will withstand unrestricted continuous operation during the guarantee period.

6. Obligation to provide warning

For the delivery, the supplier must check on the premises whether the installation and operation of his delivered goods or materials can take place in such a way that fault-free operation is ensured. The supplier is obligated to provide warning if he determines, or has to determine, that his delivery is not suitable for the use required at the location

required, especially if his delivery has to be connected with other deliveries (see point 3).

7. Delay, penalty

A delivery or service is only provided if all agreed or customary documents, invoices, freight documents, certificates of origin, letters of guarantee, technical documentation, operating instructions, safety data sheets, installation guidelines, storage instructions, etc., have been handed over to us. Unless otherwise agreed in individual cases, all delivery dates are agreed as fixed dates. If the supplier is late with some or all of the delivery, we are free to withdraw from the entire contract without an extension period. We are entitled, though not obligated, to accept partial deliveries. Any resulting additional costs are borne by the supplier. If partial deliveries are agreed for fixed deadlines then failure to meet an obligation in this case also entitles us to withdraw from the contract. In the event of a delay or partial delay, a penalty in the amount of 0.5% of the gross order sum per calendar day is agreed regardless of fault and which cannot be reduced in court. Any further claims, including the costs of substitute performance, remain unaffected.

8. Shipping, packaging, transport insurance

All items are without exception packed and delivered free of charge to the destination specified by us at the cost and risk of the supplier. The supplier is obligated, at his own expense, to ensure packaging is used that is suitable for the specific requirements of the goods or the mode of shipment. All additional costs incurred as a result of non-compliance with the terms and conditions included in the order, particularly in relation to shipping and customs clearance, are borne by the supplier. Appropriate transport insurance policies must be taken out and covered by the supplier. All fees and duties resulting from the order are borne by the supplier. In accordance with the provisions of the Civil Code, the supplier is liable for any disadvantages under property law involving us in the case of forwarding, freight and storage transactions. This liability is not restricted by law, regulation or commercial practice.

9. Acceptance, notification of defects, authorised experts

An authorised employee of ours must sign the delivery documents upon delivery of the goods. This only confirms the receipt however, not the quality and quantity of the delivery. If deviations are determined between the quantity specified in the delivery documents / consignment notes and the quantity actually delivered, only the actually delivered quantity is remunerated. We are entitled to a period of fourteen days to perform a quantitative and qualitative examination. If there are indications of defects that cannot be adequately examined and determined in normal business operations, we are entitled to arrange for them to be inspected by experts at the cost of our supplier.

10. Warranty, compensation for damages, product liability

The supplier grants a two-year warranty period from the actual start of operation of the delivered item at our customers' premises. Within these two years, it is assumed until proven otherwise that any defects were already present upon delivery. In the case of incomplete or inadequate delivery/service, the period initially begins with the addition of the missing element or the successful and comprehensive corrective action. The supplier must in all cases provide a warranty for that period and to the same extent as we are obligated under the warranty to our customers. In the event of a default on the part of the supplier in terms of adding missing elements or performing corrective action, or if the supplier refuses or has tried unsuccessfully to do so, as well as if there is danger in delay, we are entitled, regardless of our right to price reduction and damage compensation and at the cost and risk of the supplier, to add the missing elements ourselves or have authorised third parties do so and to remedy any defects. If a defect is of the nature that it cannot be remedied and prevents the proper use of the item, we are entitled to request, regardless of our right to conversion and damage compensation, the delivery or production of a replacement corresponding to all contractual requirements; this may also involve a disproportionately high effort for him. The supplier is liable, regardless of fault and without restriction, for any damage and consequential damage caused by the delivery of defective goods or other defective services. The supplier is also obligated to hold us harmless and without complaint in respect to claims from third parties resulting from these defects.

11. Invoice, payment, retention, compensation, discount

A separate invoice is issued for each delivery/service unless we expressly request collective invoices. Invoices must

include the order number, ETRACK article number, item number and the service period. The agreed remuneration is only due after the full and defect-free service as well as the examination pursuant to point 9 within 60 days. The payment date is the day on which the postal order or transfer order is placed, or when the cheque is issued and sent. All money transfer costs are borne by the recipient. The recipient also bears the risk of a delay in the payment sent. We are entitled to fully or partially withhold a payment due until the warranty period expires if, due to the changed circumstances of our supplier, there is reason to suspect that he will not be able to fulfil his warranty obligation. For the same reason, we are entitled to withhold agreed payment instalments due until the contractual service has been fully provided if there is reason to suspect that our supplier will not be in a position to fulfil the contract in full. We are entitled to at any time offset claims against the supplier for whatever reason against the demand for payment. Unless otherwise agreed in individual cases, the supplier grants a 3% discount for payments made within 14 days from the due date.

12. Third-party rights

The supplier/contractor declares that the goods or the work are neither wholly nor partly owned by third parties and that no liens exist for the goods or work. The supplier/contractor guarantees that we may without restriction handle, use and dispose of the goods or work without infringing on the industrial property rights of third parties. He is obliged to hold us and our contractual partners harmless and without complaint with respect to claims arising from such industrial property rights.

13. Place of performance, jurisdiction, applicable law

The place of performance or service is the agreed destination or, in case of doubt, our registered office in Bilzen, Belgium. The place of performance of the payment is Bilzen, Belgium. Belgium law applies. The jurisdiction is Tongeren as agreed.

As of April 2015