

## **General Terms & Conditions**

### **1. DEFINITIONS & INTERPRETATIONS**

- 1.1 In these Terms the following words shall have the following meanings:-
- 1.1.1 "Company" means the limited liability company Robin Radar Systems B.V. whose registered office is at Laan van Waalhaven 355, 2497 GM The Hague, the Netherlands, and with the Chamber of Commerce registration number, 27371517;
  - 1.1.2 "Contract" means i) these Terms, ii) the Quotation and iii) the order acknowledgment relating to the agreement between the Company and the Customer. Should the terms of the Quotation deviate from the terms of the order acknowledgment, the terms of the order acknowledgment prevail over the terms of the Quotation;
  - 1.1.3 "Customer" means the person, firm or corporate entity who has acquired Goods as hereinafter described on agreed terms and conditions from the Company;
  - 1.1.4 "Goods" means and shall include any and all products, goods, machinery, tools or equipment supplied by the Company to the Customer;
  - 1.1.5 "Quotation" means the specification sheet to which these Terms are attached and in which the Goods is specified; and
  - 1.1.6 "Terms" means the present General Terms and Conditions which apply to the Contract;
- 1.2 Reference to the singular shall include the plural, the masculine shall include the feminine, the whole shall include the part, the personal shall include the corporate and in all cases vice versa, as if they were set out separately and traversed seriatim.
- 1.3 "Incoterms" means the Incoterms 2020 rules according to the International Chamber of Commerce.
- 1.4 "Data" means all data, information and output generated by any Goods.

### **2. BASIS OF SALE**

- 2.1 All orders submitted by the Customer constitute an offer to purchase and are subject to acceptance by the Company at its sole discretion. No order shall be binding on the Company unless and until the Company issues its standard written order acknowledgement. In the absence of such acknowledgement, acceptance shall be deemed to occur only upon delivery of the Goods in accordance with Clause 6. Any accepted order shall be subject exclusively to these Terms, which shall prevail over and exclude any terms or conditions contained in, referred to in, or implied by the Customer's order or other communications.
- 2.2 No addition, alteration or substitution of these Terms will bind the Company or form any part of any Contract unless they are expressly accepted in writing by a person authorised to sign on the Company's behalf.
- 2.3 The Customer shall at its own expense supply the Company with all necessary data or other information relating to the Contract, within sufficient time to enable the Company to provide the Goods in accordance with the Contract. The Customer shall ensure the accuracy of all such information provided.
- 2.4 The Customer acknowledges that it has not relied on any statement, representation, assurance or warranty made by or on behalf of the Company which is not expressly set out in the Contract. Any technical advice or recommendation provided by the Company or its employees, agents, resellers or distributors is given in good faith based on the information supplied by the Customer. The Customer remains responsible for satisfying itself as to the suitability of the Goods for its intended purpose. No employee, agent, reseller or distributor of the Company has authority to make any binding representation or to vary the terms of the Contract unless such representation or variation is confirmed in writing by a duly authorised signatory of the Company.

### **3. OPERATING INSTRUCTIONS**

- 3.1 The Goods are to be used only for their designated function within the limits of design and all information as detailed in the operating instructions supplied.
- 3.2 The Customer agrees that it will not without the written consent of the Company:
  - 3.2.1 effect any modification, make any alterations or additions, or fit any equipment or other accessories to the Goods;
  - 3.2.2 remove or interfere with any identification marks fixed to the Goods nor attempt or purport to do so nor permit the same;
  - 3.2.3 deface the paintwork or exterior of the Goods nor add or erect any painting, sign writing, lettering or advertising to or on the Goods.

### **4. SPECIFICATION**

- 4.1 The Customer shall be responsible to the Company for ensuring the accuracy of the Contract and to report possible inaccuracies.
- 4.2 The eventual quantity, quality, description of, and any specification for the Goods shall be as expressly set out in the Contract.
- 4.3 As work to improve the quality and performance of the Goods and the economics of manufacture is continuously in progress, the Company reserves the right to alter the Goods without notice. This alteration does not create any right for the Customer to claim damages or replacement based on non-conformity, unless the Goods no longer function properly, and the Customer has given the Company notice of such default.

### **5. PRICE AND PAYMENT**

- 5.1 The price for the Goods shall be the Company's price as set out in the Quotation together with any and all documentation relating to the Contract. All prices quoted are valid for 30 days from the date of the Quotation only or until earlier acceptance by the Customer, after which they may be altered by the Company without giving notice to the Customer.
- 5.2 The Company reserves the right by giving notice in writing to the Customer at any time before delivery to increase the price of the Goods to reflect any increase in cost to the Company which is beyond the control of the Company (such as, without limitation, any foreign exchange fluctuations, currency regulation, alteration of duties, significant increase in the cost of labour, cost of freight, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by the Customer, or which is due to any failure by the Customer to give the Company adequate information, cooperation or instructions.
- 5.3 Unless otherwise agreed in writing all prices are given by the Company on a Free Carrier (FCA) basis, and where the Company agrees to deliver the Goods otherwise than at the Company's premises the Customer shall pay the Company's charges for transport, packaging and insurance.
- 5.4 The price is exclusive of any applicable Value Added Tax and any other tax, duty and customs fees, which the Customer shall pay to the Company in addition at the applicable rate.
- 5.5 The Company shall use its reasonable endeavours to comply with any specific invoicing requirements of a Customer, but failure to comply shall not invalidate the invoice rendered. Any such request must be communicated to the Company by the Customer before the Goods are dispatched.
- 5.6 The price for the Goods to be paid by the Customer to the Company shall be paid in the currency as has been specified by the Company on its invoice.
- 5.7 The Customer shall pay the price for the Goods within thirty (30) days of the date of the Company's invoice or within such credit terms as are agreed between the Company and the Customer in writing and the Company shall be entitled to recover the price notwithstanding that delivery may not have taken place and notwithstanding that property in the Goods has not

passed to the Customer.

- 5.8 The Company shall be entitled to invoice the Customer for the price of the Goods at any time after formation of the Contract or following delivery of the Goods unless the Customer wrongfully fails to take delivery of the Goods in which event the Company shall be entitled to invoice the Customer for the full amount at any time after the Company has notified the Customer that the Goods are ready for collection or (as the case may be) the Company has tendered delivery of the Goods. The Customer shall not be entitled to assert any credit, set-off or counterclaim against the Company in order to justify withholding payment of any such amount in whole or in part.
- 5.9 All possible payments due under the Contract shall be made to the Company at its address stated in the Contract or at such other address as the Company may from time to time communicate to the Customer.
- 5.10 Time shall be of the essence in respect of the payment of all sums due hereunder and the Customer shall be deemed to have repudiated this Contract if any payments shall remain unpaid for more than 15 days after becoming overdue.
- 5.11 If the Customer fails to make any payment within 14 days after the payment is overdue, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:
- 5.11.1 cancel the Contract and suspend any further deliveries to the Customer;
  - 5.11.2 appropriate any payment made by the Customer to such Goods supplied under any Contracts made between the Customer and the Company as the Company may think fit notwithstanding any purported appropriation by the Customer; and
  - 5.11.3 claim interest and/or compensation for reasonable debt recovery costs.
- 5.12 The Customer acknowledges that the quantities set forth in the Contract may affect the price of the Goods and that if the Customer makes changes in the quantities proposed in the Contract the price of the Goods may be adjusted to meet the Company's price applicable to the changed quantities.

## **6. DELIVERY**

- 6.1 Delivery of the Goods shall be made by the Company handing over the Goods to the Customer from the Company's premises, or, if some other place for delivery is agreed by the Company, by the Company delivering the Goods to that other place or when the Company has notified the Customer that the Goods are ready for collection.
- 6.2 The Company will prepare a delivery and acceptance form for each item of Goods which will specify the details of the Goods. At the time of delivery or collection of the Goods the said form will be signed by the Customer or by a person authorised on its behalf, which signature shall constitute the Customer's acceptance of the Goods.
- 6.3 The Company will use reasonable endeavours to have each item of Goods available for delivery or collection on the date requested by the Customer. However, time for delivery shall not be of the essence/shall not constitute a final deadline of the Contract: the Company shall only then be considered to be in default if thirty (30) days have passed since the notification of a default in writing from the Customer to the Company and if the Company has failed to fulfil its obligations under the Contract within these thirty (30) days.
- 6.4 Where the Goods are to be delivered in instalments, and if the Company fails to deliver any one or more of the instalments, the Customer shall not be entitled to suspend his obligations under the Contract, unless suspension is deemed reasonable, bearing the nature of the Goods in mind (for instance when the Goods lose their its functionality in case an instalment has not yet been delivered).
- 6.5 If the Customer fails to take delivery of the Goods or fails to give the Company adequate instructions and support for delivery then without prejudice to any other right or remedy available to the Company, the Company may:
- 6.5.1 store the Goods until actual delivery and charge the Customer for reasonable costs (including insurance) for storage; or

- 6.5.2 sell the Goods at the best price readily obtainable and after deducting all reasonable storage and selling expenses charge the Customer for any shortfall below the Contract price.
- 6.6 All containers and other articles enclosing or supporting the Goods (postal packaging always excepted) shall remain the Company's property and shall be returned to the Company, at the risk and expense of the Customer, in their original state and condition within such time as the Company may consider reasonable, failing which the Customer shall be liable to the Company for their reinstatement value. The Company may at its option pre-charge the Customer the whole or part of the value of such articles and refund such sum or any appropriate part thereof on their return as aforesaid.
- 6.7 The Customer is responsible for obtaining all necessary permits, licenses and other requirements including but not limited to broadcasting licenses.

## **7. RISK AND PROPERTY**

- 7.1 Risk of damage to or loss of the Goods shall pass to the Customer upon delivery.
- 7.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Customer until the Company has received payment in full for the price of the Goods.
- 7.3 Until such time as property in the Goods passes to the Customer:
  - 7.3.1 the Customer shall hold the Goods as the Company's fiduciary agent and bailee, and shall keep the Goods separate from those of the Customer and third parties, and properly stored, protected and insured and identified as the Company's property. The Customer shall undertake for the Company's interest in the Goods to be endorsed on the insurance policy if so requested, and should any insurance claim for the Goods be made, the Company is to be immediately notified and the Customer shall not settle any claim without the written permission of the Company. The Customer will appoint the Company as its agent and authorise the insurance company to pay any settlement of claims on the Goods direct to the Company;
  - 7.3.2 the Customer shall not sell, pledge, charge, or otherwise dispose of the Goods except in the ordinary course of its business, and shall hold any proceeds of such sale on trust for the Company and shall keep such proceeds separately identifiable from other funds. The Customer hereby assigns to the Company all rights and claims against third parties arising from any resale of the Goods, to the extent of the Company's outstanding claims against the Customer. The restriction on use shall not prevent the Customer from using the Goods for their intended operational purpose;
  - 7.3.3 the Company shall be entitled at any time to require the Customer to deliver up the Goods to the Company and, if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the Goods are stored and repossess the Goods; and
  - 7.3.4 the Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remains the property of the Company, but if the Customer does so all moneys owing by the Customer to the Company shall (without prejudice to any other right or remedy of the Company) forthwith become due and payable.

## **8. WARRANTY AND DISCLAIMER**

- 8.1 The Company warrants that except in relation to intellectual property rights of third parties it has good title to the Goods and, subject to these Terms and conditions will transfer such title as it may have in the Goods to the Customer.
- 8.2 The Company warrants that (subject to the conditions set out below) the Goods will correspond with the agreed specification at the time of delivery and will be free from defects in material and workmanship for a period of twelve (12) months from the date of delivery.

- 8.3 In respect of parts and materials not manufactured by the Company, the Customer shall only be entitled to the benefit of any warranty or guarantee which is given by the manufacturer to the Company.
- 8.4 Subject as expressly provided in these Terms, and notwithstanding title 3, section 3 of Book 6 of the Dutch Civil Code (mandatory law concerning product liability) all warranties, conditions or other terms applied by statute or common law are excluded to the fullest extent permitted by law.
- 8.5 The Company makes no warranty that the Goods are suitable for the Customer's specific intended use beyond general radar detection applications. In addition, and given the experimental and innovative nature of radar detection technology, the Company provides no warranty regarding (a) detection of all bird traffic or drone activity under all conditions; (b) prevention of false alarms or misidentification of targets; (c) radar performance in extreme weather, electromagnetic interference, or other challenging environmental conditions; and (d) compatibility with all third-party systems or future regulatory requirements. The Company expressly disclaims any implied warranties of merchantability, fitness for a particular purpose, or any other implied obligations.

## **9. LIABILITY AND DEFECTS**

- 9.1 Visible defects in the Goods, based on the non-conformity of the Goods with the specification (whether or not the delivery of the Goods has been rejected by Customer) must be reported to the Company within three (3) days after delivery, failing which the Company will not be liable for any defect and/or non-conformity of the Goods. The Customer will in that case be obligated to pay the price as specified in the Contract.
- 9.2 Non-visible defects in the Goods, based on the non-conformity of the Goods with the specification must be reported to the Company immediately after the Customer has been made aware of it (or should have been aware), failing which the Company will not be liable for any defect and/or non-conformity of the Goods. The Customer will in that case be obligated to pay the price as specified in the Contract.
- 9.3 No warranties cover, and the Company shall not be liable in case of:
  - 9.3.1 defects, failures, or performance issues arising from Customer-supplied specifications, designs, modifications, or integration requirements;
  - 9.3.2 damage, malfunction, or degraded performance resulting from misuse, negligence, accidents, operation by personnel insufficiently trained in operating the Goods, installation outside the Company's specification and/or industry standards, or operation outside specified parameters and environmental conditions (i.e. temperature, humidity, vibration, and electromagnetic compatibility limits);
  - 9.3.3 damage, malfunction, or degraded performance resulting from failure to adhere to recommended maintenance schedules, or use of unapproved replacement parts;
  - 9.3.4 issues arising from inadequate power supply, internet connectivity, electromagnetic interference, or other infrastructure deficiencies;
  - 9.3.5 software or firmware problems resulting from unauthorised modifications, third-party software installation, or cyber security incidents;
  - 9.3.6 performance variations due to environmental factors, atmospheric conditions, target characteristics, or other variables beyond the Company's reasonable control.
  - 9.3.7 The Customer shall be solely responsible for the integration, installation, configuration, and operation of the Goods within any larger system unless such services are explicitly provided by the Company under the Contract.
- 9.4 Under no circumstances shall the Company be liable for any indirect, special, incidental, punitive, or consequential damages, loss of profits, revenue, data, goodwill, business interruption, anticipated savings, reputational damages, contractual penalties, legal costs, regardless of legal theory. In addition, the Company accepts no responsibility for business interruption, operational delays, or regulatory consequences resulting from Goods downtime, maintenance, or performance issues.

- 9.5 In case of non-performance under the Contract by the Company, the Company shall only then be considered to be in default if thirty days have passed since the notification of a default in writing from the Customer to the Company and if the Company has failed to fulfil its obligations under the Contract within these thirty days. The Company shall not be in default in case this default is caused wholly or partly by reason of an act of God, delay in transportation, labour disputes, fire, flood, war, accident, government action, inability to obtain adequate labour, materials, manufacturing facilities, or energy or any other cause beyond the Company's control or that of its servants or agents.
- 9.6 Where any valid claim in respect of the Goods is notified to the Company in accordance with these terms, the Company shall, at its discretion, repair or replace the defective Goods or refund the purchase price of the Goods. The foregoing shall be the Customer's sole and exclusive remedy in respect of such defects, except where the defect is caused by the Company's gross negligence or wilful misconduct.
- 9.7 Should any delay or non-performance of the obligations under the Contract continue for a period over three months, either party is entitled to terminate the Contract, without prejudice of any of their rights existing at the moment of termination.
- 9.8 Notwithstanding anything to the contrary in the Contract, the liability of the Company, whether in contract, tort (including negligence), or otherwise, including but not limited to liability arising from warranties, indemnities, or termination of the Contract, shall in any case not exceed the lower of a) the total amount paid by the Customer to the Company under the specific Contract giving rise to the claim; or (b) one million Euro (EUR 1.000,000.00). The limitation set forth in this clause shall not apply in the event of a) intentional misconduct or gross negligence by the Company or b) mandatory statutory liability (including but not limited to product liability under mandatory law). This limitation applies regardless of the legal basis of the claim and survives termination or expiration of the Contract.
- 9.9 If the Goods need to be disposed of the Customer shall ensure that the Goods are disposed of safely and according to all relevant laws. The Goods shall be disposed of at the Customer's expense and the Customer shall indemnify the Company from and against any claims, damages or expenses arising from the Customer's failure to dispose of the Goods pursuant to this clause 9.9.
- 9.10 The Customer shall indemnify, defend, and hold harmless the Company from and against all claims, damages, losses, and expenses (including reasonable attorneys' fees) arising from or relating to: (a) Customer's use of Goods outside specified parameters or for unauthorised purposes; (b) Customer's failure to comply with applicable laws, regulations, or permit requirements; (c) Customer's modification of Goods or integration with unauthorised third-party systems; (d) operational decisions made by Customer based on Goods' output or system data; and (e) Customer's breach of confidentiality or intellectual property obligations. The Company shall not be liable for, and the Customer shall indemnify the Company against, any loss or damage suffered by the Customer or any third party to whom the Customer has provided data, arising from missing, inaccurate, or incomplete data generated by the Goods.

## **10. INTELLECTUAL PROPERTY AND INDEMNITY**

- 10.1 The Company is not aware of any actual or alleged infringements of intellectual property rights of third parties which relate to the Goods other than those (if any) which the Company has disclosed to the Customer prior to the acceptance of the Customer's order.
- 10.2 The Company shall have no liability to the Customer (save as set out below) in the event that the Goods infringe any intellectual property rights of a third party (including without limitation by reason of its possession, sale or use, whether alone or in association or in combination with any other Goods) of which the Company is not aware. The Company gives no warranty that the Goods will not infringe as aforesaid and all conditions, warranties or stipulations whatsoever relating to such infringement or alleged infringement, whether express or implied by statute, common law or otherwise are hereby excluded.
- 10.3 If any claim is made against the Customer that the Goods infringe or their use or resale infringes the patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person, while the Company is aware such rights, then unless the claim arises from the use of any drawing, design or specification supplied by the Customer, the Company shall indemnify the Customer against all loss, damages, costs and expenses awarded against or incurred by the Customer not exceeding one hundred thousand Euro (EUR 100.000) in connection with the

- claim, or paid or agreed to be paid by the Customer in settlement of the claim, provided that:
- 10.3.1 the Customer notifies the Company as soon as reasonably possible in writing of any action actual or threatened against it;
  - 10.3.2 the Company is given full control of any proceedings or negotiations in connection with any such claim;
  - 10.3.3 the Customer gives the Company all reasonable assistance for the purposes of any such proceedings or negotiations and makes no admission of liability;
  - 10.3.4 except pursuant to a final award, the Customer does not pay or accept any such claim, or compromise any such proceedings and makes no admission of liability without the consent of the Company (which shall not be unreasonably withheld);
  - 10.3.5 the Customer does nothing which would or might vitiate any policy of insurance or insurance cover which the Customer may have in relation to such infringement, and this indemnity shall not apply to the extent that the Customer recovers any sums under any such policy or cover (which the Customer shall use its best endeavours to do);
  - 10.3.6 the Company shall be entitled to the benefit of, and the Customer shall accordingly account to the Company for, all damages and costs (if any) awarded in favour of the Customer which are payable to, or agreed with the consent of, the Customer (which consent shall not be unreasonably withheld) by any other party in respect of any such claim; and
  - 10.3.7 without prejudice to any duty of the Customer at common law, the Company shall be entitled to require the Customer to take such steps as the Company may reasonably require to mitigate or reduce any loss, damages, costs or expenses for which the Company is liable to indemnify the Customer under this Clause.
- 10.4 The foregoing indemnification shall not apply to any infringement caused by the use of the Goods in a manner or for a purpose which shall have been prohibited by the Company nor to any infringement which is due to the use of the Goods in association or in combination with any other product.
- 10.5 The Customer warrants that any drawing, design, instruction or specification given to the Company by or on its behalf shall not infringe any intellectual property rights of any third party.
- 10.6 If any claim is made against the Company based upon the fact that the Goods infringes or its use or resale infringes the patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person, while the Goods have been produced by the Company in accordance with instructions, drawings, design or specification supplied by the Customer, the Customer shall indemnify the Company against all loss, damages, costs and expenses awarded against or incurred by the Company.
- 10.7 All intellectual property rights to the software, websites, data files, equipment and training, testing and examination materials, as well as other materials like analyses, designs, documentation, reports and offers, including preparatory materials in this regard, developed or made available to the Customer under the Contract are held exclusively by the Company, its licensors or its suppliers. The Customer shall have the rights of use expressly granted under these Terms, the Contract concluded in writing between the parties and the law. A right accorded to the Customer is nonexclusive and may not be transferred, pledged or sublicensed.
- 10.8 The Customer may not remove or change any indication concerning the confidential nature of or concerning the copyrights, brands, trade names or any other intellectual property right pertaining to the software, websites, data files, equipment or materials, or have any such indication removed or changed.
- 10.9 Even if not expressly provided for in the Contract, the Company may always take technical measures to protect equipment, data files, websites, software made available, software to which the Customer is granted direct or indirect access, and the like in connection with an agreed limitation in terms of the content or duration of the right of use of these items. The Customer may not remove or bypass such technical measures or have such technical measures removed or bypassed. A right accorded to the Customer is non-exclusive and may not be transferred, pledged or sublicensed.
- 10.10 The Company indemnifies the Customer against any claim of a third party based on the

allegation that software, websites, data files, equipment or other materials developed by the Company itself infringe an intellectual property right of that third party, subject to the condition that the Customer immediately informs the Company in writing about the existence and content of the claim and leaves the settlement of the claim, including any arrangements made in this regard, entirely to the Company. The Customer shall provide the powers of attorney and information required to the Company and assist the Company to defend itself against such claims.

This obligation to indemnify shall not apply if the alleged infringement concerns (i) materials made available to the Company by the Customer for use, modification, processing or maintenance or (ii) changes made or commissioned by the Customer in the software, website, data files, equipment or other materials without the supplier's written permission.

If it is irrevocably established in court that software, websites, data files, equipment or other materials developed by the Company itself is or are infringing any intellectual property right held by a third party, or if, in the opinion of the Company, there is a good chance that such an infringement is occurring, the Company shall if possible ensure that the Customer can continue to use, or use functional equivalents of, the software, websites, data files, equipment or materials supplied. Any other or further obligation to indemnify on the part of the Company due to infringement of a third party's intellectual property right is excluded.

- 10.11 The Customer guarantees that making equipment, software, material intended for websites, data files and/or other materials and/or designs available to the Company for the purpose of use, maintenance, processing, installation or integration does not infringe any rights of third parties. The Customer indemnifies the Company against any claim of a third party based on the allegation that such making available, use, maintenance, processing, installation or integration infringes a right of that third party.
- 10.12 Company owns any and all Data generated from any Goods by the Customer. Customer is entitled to a worldwide everlasting right to use this Data for its own benefits.

## **11. CONFIDENTIALITY**

- 11.1 Both the Company and the Customer shall keep confidential and shall not without the prior consent in writing of the other disclose to any third party any technical or commercial information which it has acquired from the other as a result of discussions, negotiations or other communications between them relating to the Goods.
- 11.2 All copyright, design right, know-how or other intellectual property rights created by or used by the Company in relation to the Contract shall remain vested and belong absolutely to the Company. The Customer shall have a license to use the same only for the purpose of using the Goods. Any drawings, designs and/or proposals submitted by the Company for approval shall remain the property of the Company and shall be treated by the Customer as strictly confidential and shall not be divulged to third parties without the Company's prior written consent.

## **12. EXPORT & COMPLIANCE**

- 12.1 Both parties shall comply with all applicable laws, including without limitation anti-bribery and corruption laws, modern slavery and human trafficking laws, privacy and data protection laws, export control and sanctions laws, and environmental laws. Each party represents that neither it nor its personnel has engaged in any activity that would violate such laws in connection with the Contract. Both parties shall immediately notify the other of any actual or suspected legal violations and shall cooperate in remedying such violations. Material violation of applicable laws shall constitute grounds for immediate termination of the Contract.
- 12.2 The Customer is responsible for ensuring compliance with all applicable export and import laws, trade regulations, and sanctions requirements. This includes: (a) payment of all duties, taxes, and fees unless otherwise agreed in writing; (b) adherence to dual-use export control laws and licensing requirements; (c) ensuring Goods and related technology are not exported, re-exported, or transferred to prohibited destinations, end-users, or for prohibited end-uses without required authorisations; and (d) conducting appropriate screening of parties involved in Goods transactions. The Customer represents it is not listed on any government restricted party list (including US SDN, EU Consolidated, or UK Sanctions Lists), located in or organised under

the laws of any sanctioned country, or owned/controlled by any restricted party.

### **13. CANCELLATION AND TERMINATION**

- 13.1 The Customer shall not without the prior written consent of the Company be entitled to cancel the Contract and if the Customer purports to do so it shall indemnify the Company for all losses, costs and expenses incurred by the Company in relation to the Contract.
- 13.2 If the Customer shall fail to pay any sum payable under this Contract (or under any other agreement between the Company, any subsidiary of the Company, any holding company of the Company, or any subsidiary and the Customer) within fourteen (14) days of its becoming due (whether demanded or not) or shall commit a breach of the other terms and conditions (whether expressed or implied) of this Contract or of the terms and conditions of any such agreement (as aforesaid) shall do or allow to be done any act or thing which in the opinion of the Company may jeopardise the Company's rights in the Goods or any part thereof, then in each and every such case the Customer shall be deemed to have repudiated this Contract and the Company may thereupon or at any time within three (3) months thereafter by notice in writing to the Customer for all purposes forthwith terminate the Contract.
- 13.3 In any event, at any given moment, the Company is entitled to cancel the Contract if any of the following events shall occur:
- 13.3.1 if any distress execution or other legal process shall be levied on or against the Goods thereof or against any premises where the same may be or against any of the Customer's goods or other property or the Customer shall permit any judgement against it to remain unsatisfied for seven (7) days; or
- 13.3.2 if the Customer shall turn to any liquidation and shall call any meeting of the creditors or shall have a receiver or receiver manager or any of its undertaking assets appointed or shall suffer the appointment of the presentation of a petition for the appointment of an administrator, or shall be deemed to be unable to pay its debts;
- 13.3.3 any event occurs or proceeding is taken with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clauses 13.3.1 or 13.3.2, then in each and every such case the sale constituted by this Contract shall without notice terminate and no payments subsequently accepted by the Company without knowledge of such termination shall in any way prejudice or affect the operation of this Clause.
- 13.4 The Customer shall upon any termination under this Clause 13 pay to the Company:
- 13.4.1 all sums accrued due and unpaid at the date of termination;
- 13.4.2 the cost of all repairs required as at the date of termination (other than those for which the Company has assumed responsibility under Clause 9.6 above); and
- 13.4.3 any other sums which are or become due to the Company or to which the Company is entitled by way of damages.
- 13.5 The termination of the Contract shall not affect any rights of the Company or liabilities of the Customer subsisting at the date of termination. If the Goods have been delivered in whole or in part but not paid for, the price of the Goods shall become immediately due and payable.
- 13.6 A breach of Contract by the Company shall entitle the Customer to terminate the Contract fully or partially, only if the Company is in default: the Company shall only then be considered to be in default if thirty (30) days have passed since the notification of a default in writing from the Customer to the Company and if the Company has failed to fulfil its obligations under the Contract within these thirty days.

### **14. RETURNED GOODS**

- 14.1 Goods can only be returned, after prior written approval of the Company.
- 14.2 Returned Goods must be of current manufacture, unused, undamaged and in saleable condition.

- 14.3 Return Goods must be securely packed to reach the Company without damage.
- 14.4 Any cost incurred by the Company to put the returned Goods in a saleable condition will be charged to the Customer.
- 14.5 A twenty five percent (25%) restocking fee will apply to all returned Goods and the Customer's account will be credited for the cost of the Goods, minus shipping charges and the restocking fee.
- 14.6 Any costs incurred due to the Customer's failure to follow the Company's instructions shall be borne by the Customer.
- 14.7 The Customer shall indemnify the Company from and against any claims, damages or expenses arising from the loss of the Goods returned without following the contents of this clause 14.

## **15. GENERAL CONDITIONS**

- 15.1 Any notice required or permitted to be given by either party to the other under these Terms shall be given in writing and addressed to the other party at its registered office, principal place of business or at such other address that may be notified to the other party from time to time.
- 15.2 No waiver by the Company of any breach of the Contract by the Customer shall be considered as a waiver for any subsequent breach of the same or any other provision.
- 15.3 The Company is a member of a group of companies and accordingly the Company may perform any of its obligations or exercise any of its rights hereunder by itself or through any other member of its group.
- 15.4 The Company shall be entitled to subcontract the whole or any part of its obligations under the Contract to any third party which it may in its absolute discretion determine but any subcontract shall not relieve the Company of its obligations hereunder.
- 15.5 If any provision of these Terms is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provisions in question shall not be affected.
- 15.6 Unless otherwise agreed in writing, sales contracts will not be governed by the United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention of 1980, hereafter referred to as CISG), and to the extent that such questions are not covered by CISG, by reference to the laws of the Netherlands, where the Company has its business.
- 15.7 The Contract shall be governed by and construed in accordance with Dutch law. All disputes arising in connection with this Contract, or further agreements or contracts resulting thereof, shall be submitted to the competent court in The Hague, the Netherlands.