

General Sales and Delivery Terms and Conditions of the private company Betronic EDS BV, located and having its office in Amsterdam (hereinafter: Betronic EDS).

Article 1 – Applicability

- 1.1 These General Terms and Conditions (hereinafter: Terms) apply to all offers, orders, and/or agreements between Betronic EDS and Clients, aimed at the sale and delivery of products and/or the performance of services and the execution thereof. Deviations from or changes to these Terms must be confirmed in writing by Betronic EDS and apply only to the respective offer/order/agreement.
- 1.2 The term “Client” refers to any (legal) person to whom Betronic EDS delivers products and/or services, including their representatives, authorized agents, legal successors, and heirs.
- 1.3 Any general terms and conditions used by the Client are not binding for Betronic EDS unless Betronic EDS has explicitly agreed to them in writing.
- 1.4 If Betronic EDS has agreed in writing to the applicability of one or more different terms, these Terms shall otherwise remain in effect.

Article 2 - Agreements and Amendments

- 2.1 Betronic EDS is bound to an order placed with Betronic EDS (webshop) towards the Client if and as soon as Betronic EDS has confirmed the order in writing, or Betronic EDS has started the execution of that order.
- 2.2 The Client is bound to an order placed with Betronic EDS as soon as the order has been placed with Betronic EDS.
- 2.3 Changes to the execution of an order requested by the Client after placing the order must be communicated in writing to Betronic EDS in a timely manner. In the case of oral or telephone orders and/or changes, the Client bears the risk regarding the correct execution thereof.

2.4 Changes to an order placed by the Client, of any kind, that entail higher costs than could be expected based on the original price estimate provided by Betronic EDS, are at the expense of the Client.

2.5 Changes made may result in Betronic EDS exceeding the delivery time indicated before the changes. This cannot be held against Betronic EDS.

Article 3 - Offers and Quotations

- 3.1 All offers from Betronic EDS are without obligation unless explicitly stated otherwise in the offer.
- 3.2 Descriptions and prices in offers are provided with reservation and are approximate. The Client cannot derive any rights from any errors in an offer.
- 3.3 Betronic EDS bases its offers on the data and specifications provided by the Client. Offers are based on production and delivery within normal timeframes and under normal conditions.
- 3.4 All prices mentioned in offers are exclusive of VAT and any shipping, transport, and/or postage costs unless explicitly stated otherwise. Prices in the webshop are inclusive of VAT but exclusive of shipping costs.
- 3.5 Betronic EDS is entitled to adjust the agreed price if changed market prices and/or price increases by suppliers or other developments, such as changes in raw material, material, and labor costs, government measures, insurance premiums, freight rates, exchange rates, taxes, duties, levies, etc., give rise to this. Betronic EDS will inform the Client of any price increase in writing as soon as possible. If the price increase occurs within three (3) months after the conclusion of an agreement and exceeds ten (10) % of the original price, the Client has the right to request the dissolution of the agreement in writing within five (5) days after sending the written notification mentioned in the previous sentence, failing which the Client is deemed to have agreed to the price increase.

Article 4 - Delivery

- 4.1 If Betronic EDS specifies a delivery period, this is only indicative and not a guarantee.
- 4.2 A delivery period specified by Betronic EDS is not binding, and Betronic EDS is not in default due to exceeding this period once. If there is a delay, for whatever reason, the delivery time will be extended by the duration of the delay.
- 4.3 Unless otherwise agreed in writing, and notwithstanding the provisions of article 6 of these Terms, products are legally considered delivered to the Client from the moment they are ready for dispatch at Betronic EDS and the Client has been informed of this in writing. For the webshop, the articles are considered delivered when the articles have been handed over to the carrier.
- 4.4 The transport of the products is at the expense and risk of the Client.
- 4.5 Betronic EDS is entitled to deliver products in parts. Each partial delivery, including the delivery of products from a composite order, can be invoiced separately. In such a case, payment must be made in accordance with the provisions of article 5 of these Terms.

Article 5 - Payment

- 5.1 Payment by the Client must be made to Betronic EDS within thirty (30) days of the invoice date, unless otherwise agreed in writing. Deliveries via the webshop must be paid for in advance via Ideal.
- 5.2 The Client hereby waives its rights of set-off and suspension.
- 5.3 Betronic EDS ensures timely invoicing. Partial invoicing is always possible unless explicitly excluded in writing. Delivered items from the webshop must be fully paid for in advance.
- 5.4 Payment by the Client must be made solely in the currency in which the agreed prices are stated unless otherwise agreed in writing. Any

currency risk is at the expense of the Client.

- 5.5 In case of exceeding the term of thirty (30) days mentioned in article 5.1 of these Terms, the Client – without prejudice to the other rights of Betronic EDS – owes a monthly interest of two (2) % on the (remaining) invoice amount from the day the payment term is exceeded until the full settlement of the invoice amount. Betronic EDS will then be entitled to demand immediate payment of all unpaid invoices and suspend further deliveries until the full invoice amount is paid or sufficient security has been provided.
- 5.6 All judicial and extrajudicial collection costs incurred by Betronic EDS as a result of the Client's non-compliance with its payment obligations are at the expense of the Client and will be calculated in accordance with the rate of the Netherlands Bar.
- 5.7 Payments made by the Client will always first be applied to all due costs and accrued interest and then to the oldest payable invoice, even if the Client states that the payment relates to a later invoice.

Article 6 - Retention of Title

- 6.1 Notwithstanding any delivery and the transfer of risk, delivered products remain the property of Betronic EDS until the Client has fully fulfilled all its obligations under the relevant agreement.
- 6.2 The Client is not entitled to any right of retention regarding any storage costs incurred by them, nor is the Client entitled to set off these costs against what they owe to Betronic EDS.
- 6.3 As long as full payment has not been made, the Client is not authorized to pledge the products to third parties, otherwise encumber them, or fully or partially alienate them to third parties, except in the course of normal business operations.

6.4 If the Client remains in default regarding any obligation concerning already delivered products after written notice from Betronic EDS, Betronic EDS is entitled to retrieve the delivered products from the Client or its holders. The Client hereby irrevocably authorizes Betronic EDS to enter the places where these items are located for this purpose. The costs associated with the retrieval are at the expense of the Client.

Article 7 - Client's Obligations

7.1 The Client shall ensure that Betronic EDS has all the necessary data for executing the agreement, such as dimensions, weights, numbers, (maximum/minimum) sizes, and/or other specifications that apply to the respective agreement, in a timely manner.

7.2 If the commencement or progress of the execution of the agreement is delayed by factors attributable to the Client, the resulting damages and costs for Betronic EDS are at the expense of the Client.

Article 8 - Betronic EDS's Obligations

8.1 Betronic EDS shall exercise the utmost care when executing the agreement.

8.2 Betronic EDS shall keep all confidential data and information provided by the Client in the context of the agreement confidential. Insights and procedures obtained using confidential information and data from the Client are not subject to this confidentiality obligation unless such confidential data and information from the Client can be directly or indirectly derived from them.

Article 9 - Involvement of Third Parties

9.1 Betronic EDS is entitled to engage third parties on behalf of and at the expense of the Client in the execution of an agreement if Betronic EDS considers it necessary or if it arises from the nature of the agreement.

Article 10 - Complaints

10.1 The Client is obliged to thoroughly inspect whether the delivered products comply with the agreement immediately upon receipt. If the delivered products do not comply with the agreement in the Client's opinion, the Client must file a written and reasoned complaint within eight (8) days after receiving the products. If the reason for the complaint could not reasonably have been discovered within this period, a period of eight (8) days from the moment the reason could reasonably have been discovered applies. Notwithstanding the foregoing, Betronic EDS will in no case accept complaints made after a period of six (6) months after the dispatch of the products by Betronic EDS.

10.2 A complaint will only be considered if it is submitted in accordance with the provisions of art. 12.1 of these Terms and full payment for the delivered products has been made.

10.3 If Betronic EDS finds the complaint justified, Betronic EDS is only obliged to repair, replace, or reimburse the (parts of the) products to which the complaint relates, at Betronic EDS's discretion.

Article 11 - Return of Delivered Products

11.1 Products sent by Betronic EDS to the Client may only be returned to Betronic EDS with the prior written consent of Betronic EDS and under conditions set by Betronic EDS. For the webshop, the rules as included in the webshop apply.

11.2 The costs of returning products sent by Betronic EDS to the Client are borne by the Client, except for the costs of returning products that Betronic EDS has found to have defects and/or faults covered by the warranty or for which Betronic EDS is liable.

Article 12 – Warranty

- 12.1 Betronic EDS provides a two (2) year warranty on all products manufactured by Betronic EDS after delivery. Defects covered by the warranty will be remedied by Betronic EDS by repairing or replacing the defective part, whether or not in the Client's business, by sending a replacement part, or by crediting the purchase price of the respective product, at Betronic EDS's discretion.
- 12.2 Betronic EDS is not obliged to fulfill any warranty obligation if the Client, at the time the Client invokes the warranty, has not fully, properly, or timely fulfilled any obligation towards Betronic EDS.
- 12.3 Any warranty lapses if the Client makes or has made changes or repairs to the products, if the products are used for purposes other than normal business purposes, or if they are handled or maintained carelessly or improperly.
- 12.4 In the case of a delivered product manufactured by Betronic EDS in which a new part manufactured by Betronic EDS is installed, no new warranty period starts for that part or the respective product, but a warranty period applies to that part that ends when the warranty period ends for the product in which that part is installed.

Article 13 – Liability

- 13.1 The liability of Betronic EDS is limited to the fulfillment of the warranty obligations described in article 12 of these Terms. Any further or other liability for incorrect fulfillment or other shortcomings of Betronic EDS or for damages to the Client or third parties, for any reason whatsoever (except in the case of intent or gross negligence), is expressly excluded.
- 13.2 Betronic EDS is therefore not liable for damages resulting from the execution of the agreement by a third party engaged by Betronic EDS. In such a case, Betronic EDS will nevertheless provide the Client with all cooperation that can be required to obtain the most

complete compensation possible from the involved third party.

- 13.3 The Client indemnifies Betronic EDS and holds it harmless from all claims of third parties against Betronic EDS concerning the execution of the agreement, unless there is intent or gross negligence on the part of Betronic EDS. Furthermore, the Client indemnifies Betronic EDS and holds it harmless from all claims of third parties related to or arising from the use by third parties or by the Client of the products delivered or services provided by Betronic EDS.
- 13.4 Employees of Betronic EDS who may be held liable can invoke the provisions of this article as if they were a party to the agreement between Betronic EDS and the Client.

Article 14 - Intellectual and Industrial Property Rights

- 14.1 Betronic EDS reserves all intellectual and industrial property rights concerning the offers made by it, as well as concerning the products, drawings, calculations, software, descriptions, models, and the like, manufactured or provided by it, and concerning the information contained or underlying these.
- 14.2 The Client ensures that, except as necessary for the execution of the agreement, the items referred to in art. 14.1 are not reproduced, disclosed, stored, or otherwise used without the written consent of Betronic EDS.
- 14.3 All marks, logos, labels, and the like, whether protected by intellectual or industrial property rights, that are on, in, or on the delivered products by Betronic EDS, may not be altered, removed from the products, imitated, or used for other products by the Client without the written consent of Betronic EDS.
- 14.4 If any cooperation between Betronic EDS and the Client results in new insights and/or new products, all rights relating to those insights and/or products (including those relating to

intellectual and industrial property) shall belong exclusively to Betronic EDS, unless otherwise agreed in writing.

Article 15 – Security Provision

15.1 If Betronic EDS has reason to believe that the Client will not be able to fulfill its obligations under the agreement, the Client is obliged to provide sufficient security for the full fulfillment of all its obligations regarding agreements executed or to be executed in whole or in part by Betronic EDS, in a manner indicated by Betronic EDS, upon first request.

Article 16 – Suspension, Termination, Force Majeure

16.1 If the Client in any way fails to fulfill any obligation towards Betronic EDS, as well as in the event of an application for suspension of payments, obtained (provisional) suspension of payments, bankruptcy application, declaration or demand, bankruptcy, liquidation, or cessation of (part of) the business of the other party, Betronic EDS is entitled, without prejudice to its other rights and without any obligation to compensate for damages, to:

- suspend the execution of the agreement until the payment of all that the Client owes Betronic EDS is sufficiently secured; and/or
- suspend all its own possible payment obligations; and/or
- terminate any agreement with the Client in whole or in part;

all this without prejudice to the obligation of the Client to pay for already delivered products and/or services rendered and without prejudice to the other rights of Betronic EDS, including the right to compensation.

16.2 In the event that Betronic EDS is prevented from executing the agreement due to force majeure, Betronic EDS is entitled to suspend the execution of the agreement or to terminate the agreement in whole or in part without judicial intervention, without being obliged to pay any compensation.

16.3 Force majeure includes any circumstance beyond the control of Betronic EDS that prevents the fulfillment of the agreement permanently or temporarily, including, insofar as not already included, war, war risk, civil war, riots, strikes, fire, and any other disruption in the business of Betronic EDS or its suppliers. Force majeure also includes if a supplier from whom Betronic EDS obtains products, regarding the execution of the agreement with the Client, fails to deliver temporarily and/or properly.

Article 17 - Transfer of Rights and Obligations

17.1 The Client may not transfer its rights and/or obligations arising from any agreement with Betronic EDS to third parties or provide security against claims of third parties without prior written consent from Betronic EDS.

Article 18 - Applicable Law, Competent Court

18.1 These Terms, as well as all legal relationships between Betronic EDS and the Client, are governed by Dutch law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods, Vienna, 1980, is expressly excluded.

18.2 Unless otherwise prescribed by mandatory law, the competent court in Amsterdam will have exclusive jurisdiction to hear disputes arising from (the execution of) any agreement between Betronic EDS and the Client as well as disputes concerning these Terms, including for obtaining provisional measures, unless Betronic EDS prefers to submit the dispute to another competent court.

Article 19 - Dutch Text Prevails

19.1 The Dutch text of these Terms prevails over the translation thereof.

Article 20 - Filing

20.1 These Terms are filed with the Chamber of Commerce in Amsterdam under number 95510087