

Legal Notice: General Terms and Conditions of Purchase

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1. PREAMBLE

The provisions contained herein shall apply to all offers made by the Seller and all Orders accepted by the Seller, unless clearly stated otherwise. The provisions herein shall have precedence over any other document referred to in the agreement, except the special terms set out in each individual Order, where the latter shall prevail. Where the special terms apply it will be explicitly stated in the Order.

Furthermore, these general terms as laid out in this document shall prevail over any terms and conditions referred to in any Order or other document emanating from the Buyer. Any failure or delay on the Seller's behalf in exercising his rights under any provision of this agreement shall not be construed as a waiver of those rights at any time now or in the future.

This document may be amended or modified only by written agreement of duly authorized representatives of both parties.

2. DEFINITIONS

"Seller" means Obscape B.V.

"Buyer" means the legal entity purchasing Goods from Seller.

"Goods" means the products offered by Seller and/or purchased by Buyer.

"Offer" means any quote, proposal, or offer to sell Goods provided by Seller to Buyer.

"Order" means any purchase order or similar instrument issued by Buyer to Seller to purchase Goods.

3. PRICES

Unless stated otherwise in writing by Seller, the prices offered apply only to the specific quantities, specifications, and delivery schedules set forth in Seller's Offer. Any variation in quantity, specifications, or delivery schedules may necessitate a price and/or delivery schedule adjustment.

Unless stated otherwise, all prices for domestic deliveries and international deliveries are Ex-Works (EXW), as defined by Incoterms 2000.

4. CREDIT APPROVAL & PAYMENT

Standard payment terms for Orders are cash in advance by wire transfer. Subject to approval by Seller, an irrevocable letter of credit confirmed with Seller's bank may be accepted. Seller may grant thirty (30) days credit from date of Seller's invoice, subject to credit approval of Buyer by Seller. Credit terms, shipments, and performance of work are always subject to the approval of Seller's Credit Department. Each shipment is a separate and independent transaction and payment must be made by Buyer accordingly.

If, prior to shipment of Buyer's Order, Buyer fails to fulfill the terms of payment of any prior invoice submitted by Seller or, if in the opinion of Seller, Buyer's financial condition becomes impaired or unsatisfactory, Seller reserves the right to change, without notice, the terms of payment and/or delay or discontinue further shipments, without prejudice to any other available legal remedies, until past due obligations have been paid and Seller has received acceptable assurance regarding Buyer's prompt payment of future obligations. All amounts due to Seller but not paid by Buyer on the due date bear interest payable by Buyer to Seller at a rate of one (1) percent per month.

5. TAXES

The amount of any present or future sales, use, excise, import duty, or other tax applicable to the manufacture, sale, or lease of Goods will be added to the invoice and must be paid by Buyer, unless Buyer provides Seller with a tax exemption certificate acceptable to the applicable taxing authority.

6. SHIPPING TERMS & RISK OF LOSS

All domestic and international shipments by Seller are Ex-Works (EXW), as defined by Incoterms 2000. Risk of loss for Goods will transfer to Buyer upon Seller presenting Goods to carrier. If Seller prepays shipping, insurance, or other related costs, Buyer agrees to reimburse Seller promptly for the actual costs incurred by Seller.

7. TOOLING

Unless otherwise provided by special written agreement signed by Seller and Buyer, all tooling, fixtures, equipment, tools, software, and designs produced, acquired, or used by Seller for the purposes of filling Buyer's Order remain the property of Seller.

8. PACKING & PACKAGING

Seller's prices for Goods include Seller's standard commercial packing and packaging. Any non-standard or special packing or packaging requirements requested by Buyer will be provided by Seller at additional cost to Buyer.

9. DELIVERY SCHEDULES & DELAYS

Shipping dates are approximate and require prompt receipt of all necessary Buyer-furnished information and material if applicable. Seller is not liable for any damages, re-procurement costs, or penalties related to late deliveries.

Without limiting the generality of the foregoing, Seller is not liable for any delays due to force majeure including, but not limited to, weather conditions, acts of God, acts of civil or military authorities, fires, strikes, job actions, floods, earthquakes, epidemics, quarantine restriction, war, terrorism, riot, supplier or vendor delays, or any other causes beyond the reasonable control of Seller.

In the event of such delay, Seller will promptly notify Buyer and the date(s) of delivery will be deferred for a period commensurate with the time lost due to the delay. If the excusable delay under force majeure continues for more than ninety (90) days, Seller and Buyer will each have the option of terminating the affected Order(s) under Article 12, Termination for Default. If Seller's production is curtailed for any of the above reasons so that Seller is unable to deliver the full quantity of Goods scheduled for delivery to Buyer, Seller may allocate deliveries of available Goods among its various customers then under order for similar Goods. The allocation will be made in a commercially fair and reasonable manner. When such allocation has been made, Buyer will be notified of the estimated quota made available.

10. HARDSHIP & FORCE MAJEURE

The non-performance of a party shall be excused to the extent that the performance is rendered impossible or unreasonably onerous (as regard to delivery dates, prices or the quantity to be delivered) by the occurrence of an event that is beyond the parties' reasonable control. Such events include but are not limited to: weather conditions, acts of God, acts of civil or military authorities, fires, strikes, job actions, floods, earthquakes, epidemics, quarantine restriction, war, terrorism, riot, supplier or vendor delays. In the case of such an event occurring, Seller will promptly notify Buyer. The parties to this agreement will then consult so as to find a reasonable way to adjust the agreement in order to permit its further performance. If the parties do not reach an agreement, each party retains the option to terminate the original Order.

11. CANCELLATION

Seller's Goods are prepared on command for each individual buyer. Orders that are cancelled less than one (1) week before the planned shipping date will incur a 25-percent cancellation fee.

12. TERMINATION FOR DEFAULT

Either Party may terminate the Order if the other Party breaches a material provision of this Agreement or of the Order. "Breach of a material provision" is to be understood a fundamental breach of the agreement amounting to non-performance. In determining whether a breach is to be considered as fundamental and as such giving rise to the right to terminate, the following shall be taken into account: Whether the non-performance substantially deprives the aggrieved party of what it was entitled to

expect under the contract, unless the other party did not foresee and could not reasonably have foreseen such result. The strict compliance with the obligation that has not been performed is of essence under the contract. The non-performance is intentional or reckless. The non-performance gives the aggrieved party reason to believe that it cannot rely on the other party's future performance. If a Party (the "Defaulting Party") is in breach of a material provision of this Agreement or the Order, the other Party (the "Non-Defaulting Party") will submit a written cure notice to the Defaulting Party advising of such breach. The Defaulting Party will have fifteen (15) days to cure the breach. If the Defaulting Party does not cure the breach within the fifteen (15) day period, the Non-Defaulting Party may terminate the Order.

13. CHANGE ORDERS & AMENDMENTS

All change Order requests must be submitted by Buyer to Seller in writing and will not be effective unless and until Seller consents in writing to the change(s). Seller will advise Buyer in writing of the price and/or delivery schedule impact, if any, of the change request. Seller's acceptance of changes will be subject to Buyer's agreement to any price and/or delivery schedule adjustments.

14. LIMITED WARRANTY

Seller warrants that the Goods manufactured by Seller will be free from defects in material and workmanship for a period of twelve (12) months from the date of original shipment, when operated in accordance with the instructions and safety measures that have been laid out by Seller in the corresponding user guide/website for each individual product. This warranty does not apply to components and consumables that have shorter third-party manufacturer's warranty periods. Components and consumables manufactured by third parties will bear the warranty of their manufacturer. The warranty does not cover shortcomings that are due to design errors or any form of consequential damages that are the result of errors in measurements. If Buyer identifies any defects in material or workmanship, Buyer will promptly notify Seller of the defective Goods and the specific nature of the defect in accordance with Article 15, Return Authorisations. Seller, at its sole discretion, will either repair or replace any such Goods found by Seller to be defective. Seller's warranty does not apply to any Goods that have been subjected to improper installation, damage during employment, misuse, alteration, repair, neglect, accident, inundation, fire, or the like.

THIS WARRANTY APPLIES TO ALL OFFERS MADE BY SELLER AND TO ALL ORDERS ACCEPTED BY SELLER, UNLESS OTHERWISE SPECIFIED IN WRITING FOR EACH INDIVIDUAL PRODUCT. IN THE CASE OF GOODS OTHER THAN THOSE OF SELLER'S OWN MANUFACTURE, SELLER MAKES NO WARRANTIES, EXPRESS, STATUTORY, OR IMPLIED.

15. RETURN AUTHORISATIONS

Buyer will promptly notify Seller of any non-conformance(s) in the Goods and afford Seller a reasonable opportunity to inspect the Goods. No Goods may be returned without Seller's prior authorization, as evidenced by a return merchandise authorization (RMA) in written form obtained on demand. Once a return authorization number is obtained, Buyer will return the defective Goods. Neither freight insurance nor transportation nor import/export duties are covered by Seller. Buyer must take the necessary precautions to insure the Goods before returning the product for repair. Seller is not held responsible for

any damages or loss occurring during shipment, nor is Seller liable for any consequential damages as a result of returning Goods becoming damaged or lost during shipment. Failure to follow Seller's return procedures may result in lost Goods, delays, additional service, restocking charges, warranty denial, or refusal of a shipment. The return authorization number must appear on the shipping label and on all paperwork associated with the return. Seller has the right to reject Goods returned without the correct return authorization number clearly marked on the outside of the shipping container. Granting a return authorization number does not necessarily mean that a credit will be approved or that the evaluation or repair will take place without a fee. New, unused, standard stock parts returned for credit will be subject to a 25.00 EURO or 15-percent minimum handling charge, whichever is greater.

16. INTELLECTUAL PROPERTY & INDEMNIFICATION

Buyer acknowledges that any and all of the intellectual property rights (including inventions, patents, trademark and copyright) and the know-how used or embodied in, or in connection with the product sold (including the user guide) shall remain the sole property of Seller. If new know-how is generated or arises, or that the invention (product) evolves as a consequence of the performance, or as a result of this agreement, Buyer acknowledges that all intellectual property rights therein shall belong to Obscape B.V., unless otherwise agreed in writing. Buyer agrees to indemnify and hold Seller harmless from any demands, loss, liability, claims or expenses (including attorneys' fees) made against Seller by a third party due to or arising out of or in connection with this agreement: To the extent that one Party's employees or agents enter on the property owned or controlled by the other Party, the first Party will indemnify and hold harmless the other Party, its officers, directors, and employees for any property damage or bodily injury or death caused by the first Party's employees or agents.

17. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, STATUTORY OR INCIDENTAL DAMAGES (INCLUDING LOSS OF PROFIT OR PRODUCTION), ARISING FROM ANY CLAIM RELATING TO THIS AGREEMENT, WHETHER SUCH A CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHERWISE, EVEN IF AN AUTHORIZED REPRESENTATIVE OF SUCH PARTY IS ADVISED OF OR WAS AWARE OF THE POSSIBILITY OF SUCH A DAMAGE. TO THE EXTENT THAT THIS LIMITATION OF LIABILITY CONFLICTS WITH ANY OTHER PROVISION(S) OF THIS AGREEMENT, SUCH PROVISION(S) WILL BE REGARDED AS AMENDED TO WHATEVER EXTENT REQUIRED TO MAKE SUCH PROVISION(S) CONSISTENT WITH THIS PROVISION.

18. ARBITRATION & LAW

Any disputes, controversies or differences arising between the parties by virtue of this agreement that fail to be resolved amicably will be finally resolved through arbitration. The arbitration will take place in accordance with the rules of arbitration of the international chamber of commerce by one or more arbitrators appointed in accordance with the said Rules. Any disputes arising under this agreement shall be resolved in accordance with the laws of the Netherlands.

19. ASSIGNMENT

Buyer may not assign, sublicense or otherwise deal with its rights or obligations under this agreement, in whole or in part, to any third party without the prior written approval of Seller. The desire to assign, transfer or sublicense should be notified to Seller no less than 60 days before the desired assignment is to take place, whereupon Seller has 30 days to give his reply (refusal or approval). Any silence on Seller's part is to be considered as a refusal.

20. UNENFORCEABLE PROVISIONS

Should any part of this agreement be held to be unenforceable or in conflict with the applicable laws or regulations of any jurisdiction, the remaining provisions of this agreement shall be fully effective, operative and enforceable. The invalid or unenforceable provision in question shall be replaced with a provision of equal effect renegotiated between the parties in good faith. Nevertheless if no agreement can be reached and it appears that the provision in question was one of fundamental importance to the existence of the agreement between the parties, the agreement can be terminated in writing, duly notified to the other party.

21. SURVIVAL

All provisions of this agreement which in order to give effect to their meaning need to survive its termination (howsoever occasioned) shall remain in full force and effect thereafter. Furthermore, the following clauses shall not merge on completion: 1: Preamble; 2: Definitions; 3: Prices; 4: Credit Approval & Payment; 5: Taxes; 6: Shipping Terms & Risk of Loss; 7: Tooling; 8: Packing & Packaging; 9: Delivery Schedules & Delay; 10: Hardship & Force Majeure; 11: Cancellation; 12: Termination for Default; 13: Change Orders & Amendments; 14: Limited Warranty; 15: Return Authorisations; 16: Intellectual Property & Indemnification; 17: Limitation of Liability; 18: Arbitration and Law; 19: Assignment; 20: Unenforceable Provisions; and 21: Survival.

Furthermore, these general terms as laid out in this document shall prevail over any terms and conditions referred to in any order or other document emanating from Buyer. Any failure or delay on Seller's behalf in exercising his rights under any provision of this agreement shall not be construed as a waiver of those rights at any time now or in the future.