

## Terms and Conditions of MPCS B.V. – June 2019

### 1. Applicability

- 1.1 These terms and conditions apply to and form part of every offer of MPCS, every agreement between MPCS and the buyer and all actions to implement an agreement between MPCS and the buyer.
- 1.2 MPCS explicitly rejects the applicability of purchasing or other conditions used by the buyer.

### 2. Offer and conclusion of agreements

- 2.1 An offer or quotation does not bind MPCS and only serves as an invitation to place an order by the buyer.
- 2.2 An agreement is only concluded if and insofar as MPCS accepts an order from the buyer in writing or if execution is given to an order.

### 3. Changes and additions

- 3.1 Changes and additions to any provision in an agreement and / or general terms and conditions can only be agreed in writing.
- 3.2 When a change and / or supplement as referred to in Art. 3.1 is agreed, this change or addition only applies to the agreement in question, unless explicitly stated otherwise.

### 4. Prices

- 4.1 All prices are exclusive of sales tax. The prices are based on the circumstances prevailing at the time of the conclusion of the agreement for MPCS, such as exchange rates, import and export duties and other levies, costs of raw materials and semi-finished products, due for import or export. If, after the conclusion of the agreement but before delivery, these circumstances change and MPCS has not been able to foresee this, MPCS has the right, subject to the ensuing costs, to change the price accordingly.

### 5. Payment

- 5.1 Payment by the buyer of the purchase price and any other amount invoiced or due by him must be paid net, without any discount, withholding or settlement, within 30 days of the invoice date. The buyer is not entitled to suspend his payment obligations.
- 5.2 If at any time MPCS has reasonable doubt about the creditworthiness of the buyer, MPCS has the right, before (further) performance, to demand from the buyer that the purchase price is paid in full or in part or that the buyer provides a sound security.
- 5.3 The purchaser is in default by the mere expiration of a payment term. In that case, all claims of MPCS on the buyer are immediately due and payable.
- 5.4 The buyer shall, without further notice of default, owe the statutory interest plus a surcharge of 2% on all amounts that have not been paid at the latest on the last day of a payment term.
- 5.5 If the buyer has not paid the due amount and interest after the expiry of a further payment term set by registered letter, the buyer is obliged to reimburse MPCS for all extrajudicial and judicial costs. The extrajudicial costs to be compensated by the buyer amount to at least 10% of the unpaid amount, to be increased by the turnover tax due.

### 6. Delivery term

- 6.1 The delivery term specified by MPCS is based on the circumstances applicable to MPCS at the time of conclusion of the agreement and, insofar as dependent on the performance of third parties, on the information provided to MPCS by those third parties. The delivery period will be observed by MPCS as much as possible.
- 6.2 The delivery term starts on the date on which the agreement is concluded, as referred to in article 2.2. If MPCS requires data or tools for the execution of the agreement that must be provided by the buyer, the delivery period commences on the day that all necessary data or tools are in the possession of MPCS, but no earlier than on the date on which the agreement comes into being.
- 6.3 If the delivery term is exceeded, the buyer is not entitled to any compensation. In that case, the buyer is also not entitled to dissolution of the agreement, unless the exceeding of the delivery term is such that the buyer can not reasonably be expected to maintain the agreement. In that case, the buyer is entitled to cancel the relevant order, provided he notifies MPCS in writing and without prejudice to the right of MPCS to deliver the goods to the buyer within 3 weeks after receipt of the notification.
- 6.4 MPCS has the right to deliver in parts at any time.

### 7. Delivery and risk

- 7.1 The delivery of the goods, the provision regarding the costs of the delivery and the transfer of the risk shall take place, if this is expressed in the quotation or order confirmation, in accordance with the usual commercial conditions, such as franco, dap, fab and cif and in all such cases the Incoterms of the International Chamber of Commerce in Paris from time to time apply.
- 7.2 If the conditions referred to in article 7.1 have not been agreed, the risk of the goods and the packaging always passes to the buyer at the time when the goods are ready for dispatch and the delivery of the goods will always take place at the expense and risk of the buyer.
- 7.3 If the buyer does not take delivery of the goods or documents issued for the goods at the agreed time, or accepts them, the buyer will be in default without notice of default. In that case, MPCS is entitled to have the goods stored or sold to a third party at the expense and risk of the buyer. The buyer continues to owe the purchase price, plus interest and costs (by way of compensation), possibly reduced by the net proceeds of the sale to that third party.

### 8. Inspections and complaints

- 8.1 The buyer is obliged to inspect the goods accurately (or have them inspected) immediately after arrival at the place of destination or, if this is earlier, upon receipt by the buyer or by a third party acting on his order.
- 8.2 Any complaints about defects in the goods, which are due to material or manufacturing faults, as well as differences in quantity, weight, composition or quality between the delivered goods and the description given on the order confirmation or invoice, must be submitted within ten days at the latest, after receipt of the goods in writing to MPCS.
- 8.3 Defects, which could not reasonably have been detected within the above-mentioned period, must be reported to MPCS immediately after discovery and no later than 30 days after receipt of the goods.
- 8.4 If complaints are not communicated to MPCS in writing by or on behalf of the buyer in time, all possible claims of the buyer against MPCS shall lapse.
- 8.5 If the buyer finds any defect, the buyer is obliged to stop the use or the installation of the relevant goods without delay. The purchaser shall provide all assistance desired by MPCS for the investigation of the defect, among other things by enabling MPCS to carry out an on-the-spot investigation into the circumstances of processing, installation or use.

- 8.6 Until the time that MPCS has agreed to return the goods, the buyer is not free to return the goods on his own initiative. If MPCS agrees with the return of the goods, it will provide the buyer with a return number, which must be stated on the return ticket. If the buyer makes a timely and correct complaint regarding defects to the goods, the freight costs of the return, insofar as these are reasonable, will be charged to MPCS.
- 8.7 The buyer can not assert any rights against MPCS in respect of complaints about defects of goods if the goods have not been used correctly and / or as long as the buyer has failed to fulfill any obligation towards MPCS.
- 8.8 The buyer has no right to complain about goods that for whatever reason cannot be controlled by MPCS.
- 8.9 If the buyer makes a timely and correct complaint about defects in the goods, the liability arising for MPCS is limited to the obligations set out in Article 11, depending on the nature of the claim, with due observance of the other provisions of Article 11.
- 8.10 Defects in respect of a separate consignment of goods, which forms part of a consignment consisting of more consignments, only entitle the purchaser to terminate the entire agreement, when maintenance of the remaining part of the agreement can not reasonably be required of the buyer.

### 9. Force majeure

- 9.1 If MPCS cannot fulfill its obligations towards the buyer due to force majeure, those obligations will be suspended for the duration of the force majeure situation.
- 9.2 If the force majeure situation has lasted three months, both parties have the right to dissolve the agreement in whole or in part by means of a registered letter. In case of force majeure, the buyer is not entitled to any (damage) compensation, even if MPCS has any advantage as a result of the force majeure.
- 9.3 Force majeure of MPCS is defined as: every circumstance independent of MPCS that prevents fulfillment of its obligations towards the buyer in whole or in part, or as a result of which compliance with its obligations cannot reasonably be expected from MPCS, irrespective of whether this circumstance at the time of concluding the contract. These circumstances also include: strikes, stagnation or other problems in the production by MPCS or its suppliers and / or in the own or third-party transport and / or measures of any governmental authorities, and the absence of any government obtainable permit.
- 9.4 MPCS will inform the buyer as soon as possible of a (possible) force majeure situation.

### 10. Retention of title

- 10.1 The ownership of the goods, notwithstanding the actual delivery, only passes to the buyer after the buyer has fully paid all that he owes or will owe to the goods to MPCS, including the purchase price, possibly pursuant to these general terms and conditions, terms and conditions of the agreement, surcharges, interest, taxes and costs, as well as any payments with respect to activities, related to the goods, performed or to be performed.
- 10.2 Before the ownership of the goods has passed to the buyer, the buyer is not entitled to sell the goods or to dispose of them, to alienate them, to rent them out to third parties or to put them into use, to pledge them to third parties or otherwise for the benefit of third parties to object. In that case, the buyer is only entitled to use the goods in the context of his normal business operations.
- 10.3 If and as long as the ownership of the goods has not yet passed to the buyer, the buyer shall immediately inform MPCS in writing when the goods are seized or otherwise claim is made for any part of the goods.

In the event of seizure, bankruptcy or (provisional) suspension of payment, the buyer shall immediately point out the (property) rights of MPCS to the attachment bailiff, the liquidator or the administrator.

### 11. Liability

- 11.1 Insofar as the goods have been sold to the buyer by MPCS on the basis of the quality description provided by the subcontractor of MPCS, MPCS is not held to more than indicated in this quality description.
- 11.2 Except for intent or gross negligence of MPCS or its management personnel, the liability of MPCS towards the buyer, for whatever reason, is limited to the purchase price of the goods.
- 11.3 Subject to intent or gross negligence of MPCS or its management personnel, it shall never be liable for any other direct or indirect damage to the buyer or third parties, including consequential damage, immaterial damage, business or environmental damage.
- 11.4 Except in the case of intent or gross negligence of MPCS or its management personnel, the buyer will indemnify MPCS against all claims of third parties, in any event whatsoever, for compensation of damage, costs or interests related to the goods or arising from the use of goods.

### 12. Dissolution

- 12.1 If the buyer does not, not properly or not in time comply with any obligation that may arise from the agreement, as well as in case of bankruptcy, (provisional) suspension of payment, shutdown or liquidation of the buyer's company, the buyer is in omission and MPCS is entitled to suspend the performance of the agreement without incurring any defects or legal intervention until payment is sufficiently secured in the opinion of MPCS and / or to dissolve the agreement in whole or in part, without MPCS being obliged to pay any compensation to the buyer and without prejudice to the further MPCS rights.
- 12.2 In the cases mentioned in article 12.1, all claims of MPCS against the buyer are immediately due and payable in full and the buyer is obliged to immediately return all unpaid goods.

### 13. Applicable law - competent court

- 13.1 Dutch law applies to the agreement between MPCS and the buyer and these general terms and conditions, which form part thereof.
- 13.2 All disputes arising from the agreement or the general terms and conditions will be subject to the judgement of the competent court in Breda, on the understanding that MPCS has the right to bring claims, whether or not simultaneously, against the buyer at other legal colleges which are competent to take note of such claims under national or international legal rules.
- 13.3 The applicability of the Vienna Sales Convention is excluded.