

GENERAL TERMS AND CONDITIONS OF DELIVERY AND PAYMENT

In these General Terms and Conditions of Delivery and Payment ("General Terms and Conditions") the term "Contractor" shall be understood to refer to **Pantaflex B.V.** (Chamber of Commerce 24334759).

1. IN GENERAL

These General Terms and Conditions apply to all offers and agreements, the resulting deliveries of goods, including software, and/or composite goods whether or not by means of wireless communication and/or network technologies and/or software, and services of whatever nature, between the customer and Contractor. Any purchase or other conditions of the customer are not applicable, unless they have been explicitly accepted by the Contractor. Amendments and supplements to these General Terms and Conditions are only valid if confirmed in writing by the Contractor.

2. OFFER AND CONFIRMATION OF ORDER

Offers made by the Contractor shall be entirely non-binding, so that the customer cannot derive any rights from them. If the customer wishes to place an order with the Contractor, the customer should preferably do so in writing. In any case, the Contractor shall only be obliged to deliver after written order confirmation by the Contractor. With regard to verbal orders of physical goods by the customer, the specification on the packing list accompanying the consignment note will be decisive with regard to the specification of the order. Descriptions of the product and its specifications, as well as the processing and application of the product, can only appear from catalogues issued by the Contractor or from other written confirmation by the Contractor. The customer can never derive any right vis-à-vis the Contractor from oral notifications or recommendations by employees of the Contractor or by third parties. The Contractor shall be allowed to increase prices if, after the conclusion of the Agreement, circumstances arise that lead to a price increase, including but not limited to purchase prices, prices of raw and auxiliary materials, exchange rates, import and export duties and other levies due on import or export, insurance premiums, freight rates and other levies or taxes, wages, salaries and social security charges; such a price increase shall not entitle the customer to dissolve the Agreement.

3. DELIVERY OF GOODS

In case of delivery of physical goods within the Benelux, this shall be done in accordance with the most recent ICC INCOTERM Carriage Paid To (CPT) at the location agreed by the parties. In case of delivery outside the Benelux, this shall take place in accordance with the most recent ICC INCOTERM Free Carrier (FCA) at the location specified by the Contractor. Orders may be delivered by Contractor in parts. Partial deliveries may always be invoiced by the Contractor separately. Each partial invoice shall be subject to the payment terms and conditions to be stated subsequently. Delivery of electricity cable and special cable shall be in accordance with the manufacturer's weight and/or length. Invoicing shall be based on weight, whereby an inaccuracy margin of 5% shall apply. The reels supplied with the cables remain the property of Contractor. However, from the moment of delivery they are at the risk of the customer. Customer shall return the reels CPT to The Contractor as soon as possible, but within 6 months after delivery at the latest.

4. WARRANTY AND COMPLAINTS

Contractor delivers all goods under no other warranty than the warranty provided to Contractor by the manufacturer. In cases where the customer can invoke a warranty on the basis of the above, the following provisions shall apply. In no case shall the Contractor be obliged to do anything other than provide the customer with a replacement. All forms of warranty lapse if it appears that the defect is due to inexpert use of the goods, or if repairs have been carried out by third parties without the express prior approval of the Contractor.

The burden of proof in respect of the defects ascertained by the customer lies with the customer, also in respect of the circumstance that the defect already existed upon delivery. With regard to externally visible defects that can be observed upon inspection of the goods, the customer must notify the Contractor in writing of these within 8 days of delivery of the goods, failing which the warranty will lapse.

In the case of externally invisible defects and defects which were not visible upon inspection at the time of delivery, the customer must notify the Contractor in writing within 8 days of discovery, failing which the warranty will also lapse. Warranty is limited to physical goods only. Excluded from warranty are services, work and software (carriers). Except when a manufacturer's warranty has a longer period, the warranty period will never exceed 12 months.

5. RIGHTS OF USE

If the Contractor supplies certain technologies on behalf of a customer, the Contractor only grants the customer the rights of use to such technology(ies). Rights of use are not transferable without the Contractor's prior written consent. The customer is not permitted to rent out, sell, dispose of, lease, pledge, transfer as security or to hand over under any title whatsoever to third parties for whatever purpose, or to have third parties use the technologies. The customer is not permitted to trace the technologies back to the source code in whole or in part ("reverse engineering"), except in cases and in the manner permitted by law. If it has been agreed that the customer shall make materials or data available on information carriers, these shall comply with the specifications necessary for the performance of the work.

The customer realizes that keeping technologies operational is a continuous process in which all parties have to invest time, money and energy; the customer shall therefore cooperate as much as possible in executing the agreement entered into with the Contractor. The customer shall always provide the Contractor with all useful and necessary information in good time and shall guarantee the accuracy of this information. The customer is responsible for the correct use and application of the Contractor's technologies and the related services to be provided by the Contractor. The customer shall, in a timely and proper manner, also install (or have installed) updates, upgrades and the like provided by the Contractor. The customer is not permitted to change files manually, to add extra files to the technologies, or to modify files in any other way, unless this has been explicitly permitted by the Contractor. If the information required by the customer for the fulfilment of the agreement is not made available to the Contractor, or is not made available on time or in accordance with the agreements, or if the customer fails to fulfil its obligations vis-à-vis the Contractor in any other way, this may result in the suspension of the Contractor's fulfilment of its obligations and additional costs may be charged to the customer.

6. LIABILITY

The delivery of any (composite) good or service by the Contractor to the customer can never give rise to liability of the Contractor for financial loss of any kind, including but not limited to damage in any form whatsoever to the customer's property or that of third parties, in excess of the amount paid for the (composite) good or service in question. Furthermore, the Contractor shall not be liable for financial loss in the form of loss of profits, consequential loss and/or loss caused by delay. The customer indemnifies the Contractor against any third-party claims related to the goods delivered, explicitly including software and/or composite goods. Only in cases where the customer can prove deliberate recklessness or negligence with an equal degree of culpability on the part of the Contractor, the Contractor cannot invoke the above-mentioned exclusion of liability, albeit that, even then, this liability shall always be limited to direct loss, therefore to the exclusion of loss of profits, consequential loss and/or loss caused by delay. Any right to compensation shall in any case lapse if the customer has not taken measures immediately after the damage arose to limit the damage or to prevent more or other damage, as well as if the customer has not informed the Contractor as soon as reasonably possible of all relevant information.

The Contractor shall not be liable for any damage resulting from the use of (composite) goods and/or technologies developed by the Contractor on the customer's instructions. Only if the Contractor is demonstrably at fault, the Contractor will remedy the (possible) error in those technology(s) and/or replace the (composite) goods and/or technologies, in which case this compensation will always be limited to the amount of the invoice for the (composite) goods and/or technologies.

7. INTERNET/TELECOMMUNICATION SERVICES

The customer shall observe the generally accepted standards and values that apply to communication via the internet.

If, in the provision of services or any maintenance of products provided by the Contractor, telecommunications facilities are used, the parties are each responsible for the correct choice and timely availability of such facilities. The Contractor shall not be liable for any mutilation or loss of data during the transmission of data by means of telecommunications facilities.

In any case, the Contractor shall never be liable for failure or unavailability of the goods and/or services as a result of circumstances beyond its reasonable control, as described under "force majeure" in Article 10, but explicitly including failures in the connections of any telecommunications company, disappearance of computer files, failures with other connected networks, electricity failure, failure or malfunction of technologies provided by the Contractor and other failures beyond the Contractor's control. The Contractor shall never be liable for damage resulting from failure and/or unavailability of the internet due to the provision of services or maintenance to the goods by or on behalf of the Contractor, damage resulting from leakage of confidential data, damage resulting from the use of credit card acceptance mechanisms or electronic payment or damage resulting from third-party claims against the customer.

The customer is not permitted to use the goods for punishable or unlawful conduct, such as reproducing, distributing and disseminating material protected by copyright without the permission of the copyright owner and without permission, whether or not by means of the goods or technologies supplied by the Contractor, penetrating other computers on the internet and/or networks connected to them whereby the customer breaks through any security and/or gains access by means of a technical intervention using false signals or a false key or by assuming a false capacity. The Contractor is entitled to disconnect the customer with immediate effect and to dissolve the agreement if, on the basis of information made available to the Contractor, the Contractor suspects that the customer is using the connection for punishable or illegal behaviour via the internet or networks connected to it. In this case, the customer will not receive a refund of any prepaid amounts. The Contractor reserves the right to recover any damage suffered in this connection from the customer; at the same time, the customer accepts that he cannot claim any compensation for damage resulting from the disconnection.

8. SOFTWARE

If a customer purchases software from the Contractor and thereby obtains a non-exclusive license to use the software, this Article shall apply. The license period shall commence at the time when the customer executes the agreement. The customer shall observe a period of three (3) months as notice of termination for the license of the software. The customer may only use the software in its own company or organization (if applicable, for a certain number or type of users or connections for which a right of use has been granted). The right of use is not transferable; the customer may not sell, rent, (sub)license, alienate, grant limited rights to or in any way or for any purpose make the software (and carriers on which it is recorded) available to a third party, not even if that third party uses the software exclusively for the benefit of the customer.

A SaaS account will not be active until the customer has provided the information required for registration correctly and completely and the registration has been accepted by the Contractor. The Contractor will notify the customer of this acceptance in writing. If the information provided by the customer is incorrect or incomplete, the Contractor will request additional information and the SaaS account will not yet be accepted by the Contractor. The Contractor reserves the right to refuse an application without giving reasons. The customer must notify the Contractor in writing of any changes to the customer's details as soon as reasonably possible. Depending on the services provided by the Contractor, the SaaS account will be filled by the Contractor with the software of the Contractor as desired by the customer.

The customer may make back-ups of the software in accordance with the state of the art and limited to the necessary number.

The customer and the Contractor can make separate agreements regarding the maintenance of the software - maintenance is not automatically included in the purchase price.

The customer shall not modify the software other than in the context of repairing errors, and shall not use the software to process data for third parties. The source code of the software and the technical documentation produced during the development of the software shall not be made available to the customer.

With the use of the (composed) goods and/or services of the Contractor, data (not being personal data in the sense of the GDPR) can be collected by self-learning algorithms, with which the Contractor can improve/modify its products. This data is automatically processed by the Contractor and can be accessed or viewed by both Contractor and customer. By entering into an agreement (for the supply of certain (composite) goods and/or services) with the Contractor, the customer explicitly agrees that the Contractor can collect such data and process them for its desired purposes.

9. REMOTE ASSISTANCE SOFTWARE

The Contractor can provide remote assistance via certain software. The customer is then asked via telephone contact for an ID and password, with which the takeover of the customer's device is initiated in order to be able to remotely operate the device or provide remote assistance. The Contractor accepts no responsibility for any problems, damage and consequences to equipment, software, files and otherwise, which may arise after the takeover by the Contractor. By allowing the Contractor to remotely operate your equipment, you give your consent to change computer settings and/or other adjustments. The customer may disconnect the Contractor at any time.

10. FORCE MAJEURE AND SUSPENSION

In cases where the Contractor cannot fulfil its delivery obligation or cannot do so in time due to force majeure, it shall notify the customer thereof as soon as possible. The Contractor may then, at its own discretion, suspend or cancel the agreement insofar as its execution has become impossible due to the force majeure, or could only be executed under onerous circumstances. In neither case shall the Contractor be under any obligation to compensate the customer or any third party for any damage. Force majeure shall be understood to mean any circumstance beyond the control of the Contractor which temporarily or permanently prevents performance of the agreed delivery and which should not be at the risk of the Contractor either by law or according to standards of reasonableness and fairness, as well as, insofar as not already included and irrelevant, whether it occurs at the manufacturer, the carrier or the Contractor himself: impediments caused by measures, laws or decisions of competent international or national (government) agencies, lack of raw materials, strikes, sit-down strikes, blockades, sanctions and embargoes, war, riots and similar situations, pandemics or epidemics, power failures, breakdowns in (tele)communication lines, (computer) systems, (computer) software, fire, explosions, water damage, floods, lightning strikes and other natural disasters and calamities.

11. CANCELLATION

Mention of a delivery period or date in an offer or order confirmation only gives an indication of the delivery period, unless the Contractor has explicitly stated otherwise in writing. Exceeding a stated delivery period or date never gives the customer the right to dissolve or cancel the agreement with the Contractor. Nor does the Contractor accept any liability for possible damage resulting from exceeding a stated delivery period or date. Except in the case of an under-delivery greater than 10%, unilateral cancellation by the customer is not possible once an order has been accepted by the Contractor.

12. INVOICING AND PAYMENT

Invoicing by the Contractor shall take place as much as possible on the date of delivery, or as soon as possible thereafter. In addition to invoicing for delivered goods and services, the order costs shall be invoiced. For orders concerning goods with a net value of less than € 150.00 (net), € 25.00 will be charged for postage. In case of price changes, these costs will be adjusted accordingly. All payments must be received by the Contractor without any discount or set-off within 30 days of the invoice date.

If payment is not received by the Contractor within this period, the statutory commercial interest in force at the time shall be charged from the invoice date. If, despite a written reminder, the customer does not fulfil its payment obligations, the Contractor shall be free to pass on the claim for collection, in which case the extrajudicial collection costs shall be charged to the customer in accordance with the Extrajudicial Collection Costs Act (*Wet normering buitengerechtelijke incassokosten*) and the associated Decree (*BIK*).

13. RETENTION OF TITLE

The Contractor reserves the ownership of all goods delivered by him, if and insofar as the customer does not fulfil, or does not fully fulfil, his payment obligations towards the Contractor with regard to the delivery of any goods, including interest and costs. In the event that, after written summons, the customer remains in default to fulfil his payment obligations in full, the Contractor shall be entitled, without judicial intervention, to consider the agreement dissolved and to recover the goods of which it has retained title from the customer. Non-fulfilment by the customer of any payment obligation towards the Contractor shall suspend the obligation to supply goods and services by the Contractor. The Contractor may at any time request security for future payment obligations before proceeding to deliver. If any goods delivered to the customer by the Contractor under an agreement are seized, the customer must immediately inform the Contractor. In the event of any attachment, in the event of a suspension of payments granted in respect of the customer or in the event of the customer's bankruptcy, the customer must immediately inform the bailiff levying the attachment, the administrator or the curator of the Contractor's property rights.

14. DISCOUNTS

The customer can never claim any discount on agreed prices, unless the Contractor has explicitly granted that discount for that transaction and confirmed it to the customer in writing.

15. ANTI-CORRUPTION

Each of the parties undertakes that as of the date of entry into force of the agreement and/or assignment they - as well as their directors, officers, employees and any other persons connected with them as well as their families and other persons with whom they have close (private) contacts - have in no way offered, promised, given, admitted, requested or accepted money or any other advantage of any nature whatsoever - or at least implied that such might occur in the future - which is in any way connected with the agreement and/or assignment and any deliveries arising therefrom (hereinafter to be referred to as: 'corruption'). The parties shall ensure that, both during and after the conclusion of the agreement and/or assignment, the obligation as referred to in the previous sentence is fulfilled. The parties agree that they have taken reasonable measures to comply with Part I of the ICC Anti-Corruption Rules 2011. The rules referred to in the previous sentence are fully incorporated in the agreement and/or order as if they were written out in full in the agreement and/or order. Each of the parties shall take reasonable measures to prevent subcontractors, agents or other third parties from engaging in, or being influenced by, corruption. Furthermore, each party shall take reasonable measures to ensure that subcontractors, agents or other third parties also comply with Part I of the ICC Anti-Corruption Rules 2011. The parties shall also take reasonable measures to ensure that their subcontractors, agents or other third parties may be subject to audit by or on behalf of the party concerned.

If one of the Parties, as a result of exercising its right to audit, inter alia, the accounting or financial records of the other Party, if agreed, can establish that the other Party is guilty of, or has been influenced by, corruption or does not comply with the provisions of Part I of the ICC Rules against Corruption 2011, it may notify the other Party and request it to take the necessary corrective measures within a reasonable period of time and inform it of such measures.

To the extent that the other Party does not take the measures referred to above or if such measures are not possible then the first party shall be entitled to suspend or terminate the agreement at its sole discretion - provided that any amounts due at the time of suspension or termination of the agreement and/or order shall remain due to the extent permitted by law - unless the other party can prove that at the time of the audit it has nevertheless taken adequate anti-corruption measures or measures as defined in Article 10 of the ICC Rules against Corruption 2011 and that it is able to detect corruption and to promote a culture of integrity in its organization.

The competent court, deciding in accordance with the dispute resolution procedure in Article 18, shall have the power to determine the consequences of an alleged failure to comply with this Article.

16. APPLICABLE LAW

All agreements with Contractor shall be governed exclusively by Dutch law.

17. PRIVACY AND TELECOM LEGISLATION

The customer is aware that personal data may be processed by the Contractor, which data may be used for the execution of the agreement between the Contractor and the customer, and for the Contractor's legitimate purposes. The Contractor may use these data for such purposes as invoicing, assessing creditworthiness, providing goods and/or services, detecting and/or preventing misuse of the services offered and complying with the legal obligations imposed on the Contractor. The Contractor shall at all times process the personal data in compliance with the regulations laid down in the GDPR. In this context, the Contractor shall take appropriate technical and organizational measures to protect personal data of the customer.

In the interest of the protection of personal data and the protection of the privacy of the customers, the Contractor shall take appropriate technical and organizational measures for the safety and security of the networks and services offered by it, including the measures referred to in Article 11.3, section 2 of the Telecommunications Act. If and to the extent that it is possible for the Contractor to do so, Contractor has the right to block the forwarding of undesired communication as referred to in Article 11.7 Telecommunications Act, such as spam messages, malware and viruses. If the customer takes a subscription from the Contractor and this subscription is completely interrupted for more than 12 consecutive hours as a result of a network failure, the customer is entitled to compensation under Article 7.1a of the Telecommunications Act, unless the failure is a result of flooding, a terrorist attack or war. The compensation will amount to a maximum of one thirtieth of the monthly subscription fees per 24 hours. The minimum compensation in all cases is € 1.00.

18. COMPETENT COURT

All disputes that may arise with regard to or in connection with an offer, agreement, delivery or other transaction of the Contractor with the customer, including disputes relating to alleged non-compliance with Article 12 of these General Terms and Conditions, shall in the first instance be exclusively settled by the District Court in The Hague.

19. LANGUAGE

These General Terms and Conditions are available in Dutch and English. In the event of a dispute regarding the content or tenor of these General Terms and Conditions, the Dutch text and the interpretation thereof will be binding.

These General Terms and Conditions apply to all orders and agreement as per 26 September 2022. All previous General Terms and Conditions are hereby revoked.

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