

General Terms and Conditions of Westport Fuel Systems Netherlands B.V.

These General Terms and Conditions were filed with the Chamber of Commerce and Industry in Eindhoven, The Netherlands, on 13 January 2022 under number 17058344.

Article 1. Definitions

In these General Terms and Conditions, hereinafter referred to as “Conditions”, the following words shall have the meanings assigned to them below:

- WFS NL:** Westport Fuel Systems Netherlands B.V., with its registered office in Eindhoven, The Netherlands, its legal successors under universal title and all companies affiliated to it or to such legal successors;
- Purchaser:** any natural person or legal entity who/which places orders with WFS NL, who/which purchases products from WFS NL, or with whom/which WFS NL enters into an Agreement, or with whom/which WFS NL is negotiating on concluding an Agreement;
- Contract:** any agreement, whether verbal or written, concluded between WFS NL (as Seller) and a Purchaser, any instruction or addition thereto, as well as all acts, including juristic acts, in preparation and in execution of such agreement;
- Products:** all goods that are the subject of a Contract, as well as related services performed by WFS NL for the Purchaser;
- Order:** any order by the Purchaser, in any form whatsoever;
- Works:** all WFS NL’s product locations, warehouses, and industrial sites.

Article 2. Applicability

- 2.1 These General Terms and Conditions shall apply to all WFS NL’s offers, orders, and quotations, etc. (including enclosures, documentation, illustrations, calculations etc.) and shall form part of any Contract or legal relationship, unless agreed otherwise in writing between the parties. Deviations from these General Terms and Conditions shall only apply if and insofar as agreed on in writing between the parties.
- 2.2 Any general terms and conditions or

specific conditions or stipulations applied by the Purchaser are explicitly rejected by WFS NL.

- 2.3 Unless the nature or the specific contents of a provision in these Conditions dictates/dictate otherwise, the provisions of these Conditions shall also apply to agreements and legal relationships in which WFS NL does not act in its capacity of Seller.

Article 3. Offers

- 3.1 All offers made by WFS NL shall be without engagement, unless a term of validity is stated in the written offer. All Orders must be placed in writing.
- 3.2 WFS NL shall not be liable for any printing errors, writing errors and or calculating errors and/or obscurities in offers or quotations.
- 3.3 All statements by WFS NL of numbers, measurements, weights and/or any other indications of the Products shall in all cases be without any commitment, unless explicitly agreed otherwise by the Parties.
- 3.4 Any illustrations, drawings, descriptions or statements of measurements, weights or calculations, as well as any other specifications shown or provided before or upon the conclusion of the Contract shall only be indications of the relevant Products, without the article due being required to correspond entirely.

Article 4. Conclusion of the Contract

- 4.1 If an offer without engagement or an Order is involved, without WFS NL having provided an offer in respect thereof, a Contract shall only be concluded if and insofar as WFS NL accepts an Order from the Purchaser in writing or an Order is executed by WFS NL, in which case the invoice, for example, may provide written evidence of the Contract.
- 4.2 Should an irrevocable offer be concerned, the Contract shall be concluded at the time of receipt by WFS NL of the Purchaser’s written acceptance within the period

stipulated in the offer.

- 4.3 Should a Purchaser's acceptance deviate from WFS NL's offer, this shall apply as a new bid (Order) on the part of the Purchaser and as a rejection of WFS NL's offer, even if only a minor deviation is concerned.
- 4.4 Upon WFS NL's accepting and setting the price, it shall be assumed that the Contract will be executed under normal circumstances, at WFS NL's offices and during WFS NL's normal working hours. The Contract and prices shall be based on the data furnished by the Purchaser prior to the moment of acceptance by WFS NL.

Article 5. Alterations

- 5.1 Alterations and/or additions to any provision in a Contract and/or the General Terms and Conditions shall only be agreed on in writing.
- 5.2 Should an alteration and/or addition as referred to in Article 5.1 be agreed, such alteration or addition shall only apply to the relevant Contract.

Article 6. Discontinuation of the Order

Should it turn out during execution of the Contract that WFS NL cannot execute the Contract technically, this being at the discretion of WFS NL, or that the cost of so doing is not in reasonable proportion to the result to be achieved, WFS NL shall always be entitled to discontinue the execution of the Contract and/or to terminate the Contract. The Purchaser shall then be obliged to compensate WFS NL for all costs incurred.

Article 7. Prices

- 7.1 Unless otherwise stated in price lists, offers, order confirmations or Contracts, the prices and rates and/or net prices/rates stated by WFS NL shall be exclusive of value added tax and/or any other levies due in connection with the execution of the Contract. These prices shall apply to delivery ex works, except insofar as the Parties agree otherwise in writing.
- 7.2 Unless explicitly agreed otherwise in writing, any assembly costs, service charges or costs in respect of transport, forwarding and unloading (and any insurance in respect thereof), any import or

export duties or excise duties, and any other levies or taxes imposed or levied in respect of the Products shall in no case be included in the price/rate quoted.

- 7.3 Packaging material shall not be included in the price and may be charged for separately. Packaging material shall not be taken back. The Purchaser shall be charged separately for any costs in respect of the removal of the packaging, unless otherwise agreed in writing.
- 7.4 The Purchaser shall be charged for any costs of materials, models, tools and/or other goods, installation, storage or preparation for use and/or driving, unless otherwise agreed in writing.
- 7.5 Any price increases arising from additions and/or alterations made to the Contract at the Purchaser's request shall be borne by the Purchaser.
- 7.6 Should WFS NL provide services, the Purchaser shall be required to pay any costs in respect thereof based on the time actually spent, at the hourly rates applicable at the time of execution of the services and based on the materials actually used, if need be plus a surcharge.
- 7.7 Should the Products consist (or also consist) of WFS NL performing services in a location other than its office or workshop, such shall be agreed in writing.
- 7.8 Any change in the factors referred to hereinafter which influence the price/rate or costs incurred by WFS NL as referred to in this Article, including but not limited to prices of raw materials, pay rises, inflation corrections, purchase prices, currency exchange rates, insurance rates or freight rates, may be passed on to the Purchaser by WFS NL if the costs/rates and/or the price increase/increases by more than 5%, whether or not with the prices of the current Orders being amended. Any other levies or taxes may in all cases be passed on to the Purchaser by WFS NL.

Article 8. Payment and security

- 8.1 Payment shall be made in the specified currency, without any discount or setoff and must be received by WFS NL no later than thirty (30) days from the date of the relevant invoice. Insofar as the Purchaser pays in another currency, all exchange rate risks shall be borne by the Purchaser.

- 8.2 If delivery is made in separate consignments, WFS NL may invoice for each consignment separately. WFS NL shall also be entitled to submit invoices for advance payments.
- 8.3 If payment is not received within the term referred to in Article 8.1, the Purchaser shall be in default by operation of law. From the moment the term referred to in Article 8.1 is exceeded, WFS NL shall be entitled, without prejudice to its other rights and without any specific notice of default being required, to charge the Purchaser for all costs incurred both in and out of court in respect of collection and the protection of its rights. The extrajudicial costs to be paid by the Purchaser, including bank charges and administrative expenses, shall in any case be set at 15% of the invoice amount, with a minimum of EUR 125, and shall be exclusive of any value added tax that may be due. Such shall not affect WFS NL's other rights, such as the right to dissolution of the Contract and/or full compensation, which WFS NL shall be entitled to exercise should the Purchaser fail to fulfil an obligation.
- 8.4 Upon expiry of the term referred into Article 8.1, the Purchaser shall owe statutory interest on the amount due.
- 8.5 Any complaints regarding invoices are to be lodged in writing within two (2) days of the date the invoice is sent.
- 8.6 Any payments made by the Purchaser shall in all cases serve first to settle any costs due, followed by any interest due, followed by any unpaid invoices that have been outstanding the longest, regardless of any specification by the Purchaser to the contrary.
- 8.7 WFS NL shall always be entitled to require security to be provided, in a manner specified by WFS NL, for the fulfilment of the payment obligations, and/or to only deliver on a cash-on-delivery basis, or to suspend fulfilment of the Contract until the said security has been provided to WFS NL's satisfaction.
- 8.8 Should the Purchaser refuse to provide such security, WFS NL shall be entitled to dissolve the Contract with immediate effect, or to suspend execution of the Contract, without prejudice to its right to receive full compensation.

- 8.9 The Purchaser undertakes to grant WFS NL the full right of inspection, at WFS NL's first written request, with regard to its creditworthiness on the basis of documents drawn up by a chartered accountant, or a similar person/institute, failing which WFS NL shall be entitled to dissolve the Contract without judicial intervention.

Article 9. Delivery, term of delivery and risk

- 9.1 The term of delivery stated by WFS NL shall be based on the circumstances applying to WFS NL at the time the Contract is concluded and, insofar as dependent on any performance by third parties, on data provided to WFS NL by such third parties. Any term of delivery specified shall in no case be considered to constitute a deadline and shall be no more than an indication.
- 9.2 The term of delivery shall take effect on the date of written confirmation of the Order by WFS NL, or in the absence of such confirmation on the date that WFS NL commences execution of the Order and shall end on the date the notification referred to in Article 9.7 is sent to the Purchaser or, if WFS NL arranges transport as referred in Article 9.9, on the date on which the Products leave WFS NL's premises. If WFS NL requires data or tools in order to execute the contract which are to be provided by the Purchaser, the term of delivery shall commence on the day that all the required data or tools are in the possession of WFS NL, but not before the date of the written confirmation of the Order.
- 9.3 Should the term of delivery be exceeded as a result of *force majeure* as referred to in Article 14, the term of delivery shall be extended by a period which equals the duration of the *force majeure*.
- 9.4 Should the term of delivery be exceeded, WFS NL shall (again) quote a new term of delivery; the Purchaser shall not be entitled to any compensation in this respect. Should the term of delivery specified in accordance with Article 9.1 be exceeded by more than six (6) months, the Purchaser shall be entitled to terminate the contract prematurely, provided that it informs WFS NL thereof in writing; this

shall be without prejudice to WFS NL's right to deliver the relevant Products to the Purchaser within three (3) weeks following receipt of such notification. In the event of the Contract being terminated in the manner referred to above, the Purchaser shall only be entitled to compensation for any resulting damage if an intentional act or omission or gross negligence on the part of WFS NL is involved.

- 9.5 WFS NL shall always be entitled to deliver in parts.
- 9.6 A 5% upward or downward tolerance shall apply with respect to the Products to be delivered by WFS NL; in the event of any deviation within these limits, the Purchaser shall not have any right of recovery or the right to assert any other claims.
- 9.7 Unless otherwise agreed in writing, Products shall be delivered ex works. WFS NL shall inform the Purchaser of the time of delivery no later than three days prior to the said time. The Purchaser shall purchase the Products on the agreed date or cause them to be purchased on that date.
- 9.8 The customary conditions used in commerce as set out in the *Incoterms* (version 1990) published by the International Chamber of Commerce in Paris shall apply to the delivery of the Products, the costs of delivery and the transfer of risk; in each of these cases the applicable *Incoterms* as published by the International Chamber of Commerce in Paris from time to time shall apply.
- 9.9 Should WFS NL, notwithstanding the provisions of Article 9.7, arrange for transport of the Products, delivery of the products when delivered within the Netherlands shall be take place at the delivery address, at building locations on the ground floor; Products to be delivered outside the Netherlands shall be delivered at the national border. The Products shall be loaded and transported without insurance and at the Purchaser's risk.
- 9.10 The Purchaser shall ensure, for its part, that nothing stands in the way of the agreed times being met, including the date of delivery and purchase. The Purchaser shall be required, for instance, to arrange for adequate loading and unloading facilities and to ensure that there is the shortest possible waiting period upon delivery.

- 9.11 Should the Purchaser fail to purchase the Products, or fail to so in time, it shall be deemed to be in default without any further notice of default being required. In such case, WFS NL shall be entitled to store the Products at the expense and risk of the Purchaser or to sell them to a third party after the expiry of a term set by WFS NL for the Purchaser to procure the Products. The Purchaser shall continue to owe WFS NL the purchase price, plus interest and costs and payment for any consequential damage sustained by WFS NL as a result of the Purchaser's failure to purchase (by way of compensation); in such a case, however, this shall be minus the net proceeds of the sale to the said third party.

Article 10. Storage Conditions components

Dust, water or other corrosive fluids must not enter into the packaging or components. No sulphur oxide containing atmosphere in case of silver-plated materials or surfaces is allowed. Maximum storage time is 3 years from delivery ex WFS NL plant.

Storage temperature:	0°C ... 40°C
Relative humidity:	40% ... 60%

These storage conditions may be varied over short term periods. The components must be protected against external influences as e.g., precipitation, vapour, etc. At the end of maximum storage time an inspection of the components by WFS NL is required at the expenses of the costumer.

Article 11. Transport conditions components

Dust, water or other corrosive fluids must not enter into the packaging or components. No sulphur oxide containing atmosphere in case of silver-plated materials or surfaces is allowed. The following limiting conditions may be applied for maximal 500 hours:

Transport temperature:	-40°C ... 55°C
Relative humidity:	10% ... 80%

These storage conditions may be varied over short term periods. Information about this should be given to WFS NL.

Article 12. Right of complaint

- 12.1 The Purchaser shall be obliged to inspect the Products. Any costs in respect of such inspection shall be borne by the Purchaser.
- 12.2 Complaints regarding visible defects shall be made by the Purchaser, stating reasons, within eight (8) days of delivery or purchase of the Products in accordance with the previous article, by means of a registered letter addressed to WFS NL.
- 12.3 Any complaints regarding non-visible defects shall be made, stating reasons, within eight (8) days after the Purchaser discovered or could reasonably have discovered the defect, by means of a registered letter addressed to WFS NL.
- 12.4 Should no complaint be made within the said period or periods, the delivery shall be deemed to have been accepted by the Purchaser and the Purchaser shall lose all rights in respect thereof (and any liability on the part of WFS NL shall lapse), except in cases of an intentional act or omission or gross negligence on the part of WFS NL.
- 12.5 Any claims under Articles 12.1 and 12.2 shall be brought before a court of law within thirteen (13) months following the timely complaint and shall otherwise lapse.
- 12.6 In the event of a complaint, the Purchaser shall be obliged to discontinue the use, processing or treatment of the relevant Products and to store the relevant Products at its own expense and as far as possible in the condition in which they were received, and to provide WFS NL as soon as possible with proof of the validity of its complaint, and, insofar as applicable, to send WFS NL a sample of the said consignment in accordance with Article 12.1 or 12.2 within eight (8) days of dispatch of the said letter. During a period of four (4) weeks following receipt of the complaint, WFS NL shall be entitled to inspect the Products at the location concerned, or to cause them to be inspected there, and/or to draw samples of them or cause samples to be drawn. The Purchaser shall grant its assistance thereto, on pain of the loss of all rights in respect of the complaint.
- 12.7 A complaint shall not entitle the Purchaser to refuse to pay or to suspend payment,

unless explicitly agreed otherwise in writing.

- 12.8 If, in the event of a complaint, the Purchaser refuses to render assistance in unloading the Products and/or returns the Products, all ensuing costs, damage and interest sustained by WFS NL shall be at the expense of the Purchaser should the complaint prove unfounded – this being at the discretion of WFS NL – or if the refusal to render assistance in unloading the Products or the return of the products was not in proportion to the nature and/or extent of the alleged defects in the Products on which the complaint was based.
- 12.9 In the event of insignificant defects, especially those not influencing or hardly influencing the agreed or intended use of the Products, as well as minor deviations or deviations which are considered customary in the sector or are technically of minor importance, the Products will be deemed to have been accepted.
- 12.10 Should WFS NL conclude after the investigation referred to in Article 12.5 that the complaint is justified, it will remedy the shortcoming as soon as possible, or – at its own discretion – will refund or credit a proportionate part of the purchase price for that purpose.

Article 13. Retention of title, right of retention, suspension

- 13.1 Notwithstanding the actual delivery, the ownership of the Products shall not pass to the Purchaser until everything the Purchaser owes WFS NL pursuant to deliveries or services, including interest and costs with respect to any failure to fulfil its obligations, has been paid to WFS NL in full.
- 13.2 Prior to the time referred to in Article 13.1, the Purchaser shall not be entitled to sell, transfer in ownership, encumber and/or otherwise (actually) place the Products in any form or under any title whatsoever at the disposal of any third party outside the normal course of business.
- 13.3 Should the Purchaser fail to meet any obligation under Article 13.1, or should WFS NL have good grounds to fear that the Purchaser will fail to meet such obligation, WFS NL shall be entitled to

take back the Products and the Purchaser shall be obliged to give back the Products on which the retention of title rests, without further notice of default or judicial intervention being required, and if need be to detach such Products if they have been attached to other movable and/or immovable property.

- 13.4 After WFS NL has taken back the Products in question, the Purchaser will be credited for an amount equal to the price applicable to the Purchaser on the day the Products were taken back, but no more than the amount for which the Purchaser was invoiced at the time. WFS NL shall be entitled to make a deduction on the amount to be credited for depreciation on account of damage, obsolescence, absence of packaging, or costs incurred.
- 13.5 The Purchaser shall be obliged to properly insure the Products after delivery in accordance with Article 9, in any case against the risk of theft, damage and destruction. The Purchaser shall not be at liberty to pledge to third parties any claims against its insurer pursuant to insurance as referred to in this Paragraph, or to have them serve as security (in the broadest sense of the word) for third parties. Any payments in respect of damage or loss of the Products referred to in this Article shall take the place of the relevant Products.
- 13.6 The Purchaser undertakes to grant full assistance in all this, as well as to return the Products to WFS NL on WFS NL's first demand to that effect, or to grant all assistance necessary for the payments referred to in Article 13.5 to be paid to WFS NL or to establish security on such payment, for example in the form of a pledge whereby WFS NL is the beneficiary.
- 13.7 WFS NL shall be entitled to retain any of the Purchaser's goods which are in its possession and are being processed, have already been processed or are yet to be processed until payment of all costs incurred by WFS NL in the execution of all the Purchaser's Orders, unless in WFS NL's opinion the Purchaser has provided adequate security in respect of these costs. All costs attaching to WFS NL to exercise the right of retention, including storage costs, shall be borne by the Purchaser.

Article 14. Warranty

- 14.1 WFS NL warrants that the Products it supplies are manufactured from sound materials and are of sound workmanship. Should defects nonetheless occur in the Products supplied by WFS NL as a result of manufacturing defects and/or defects in the material, WFS NL will, after examining the defects in accordance with Article 14.3, repair the said defects, or cause them to be repaired, within the specified term, or provide the components required for repair, or cause them to be provided, replace the Products in full or in part, or reimburse at most the invoice value of the Products, all this at its sole discretion. This warranty shall apply during twenty-four (24) months following delivery.
- 14.2 Should the Product supplied comprise a complete LPG system, this must have been built in by WFS NL or by a dealer approved by WFS NL in accordance with the standard instructions and the statutory requirements; if the system will be registered online (warranty portal) within thirty (30) days of delivery, the warranty period referred to in Article 14.1 shall be twenty-four (24) months, subject to written deviations. If no online registration (warranty portal) will be examined, the warranty term of twenty-four (24) months will start on the delivery date.
- 14.3 At the request of WFS NL, the Purchaser shall allow an expert appointed by WFS NL to examine the defective Product, failing which the right to warranty shall lapse. The decision of the expert shall be binding for both parties. The costs of such expert appraisal shall be borne by WFS NL if the Purchaser has made a claim under the warranty; they shall otherwise be at the expense of the Purchaser.
- 14.4 Any claims under this warranty shall be reported to WFS NL by registered letter within eight (8) days of their occurring. Should the complaint not be submitted within that period, any claim vis-à-vis WFS NL shall lapse. Any legal proceedings instituted in respect thereof shall be brought before the court within thirteen (13) months of the submission of the timely complaint on pain of their lapsing.

- 14.5 Should the Purchaser request WFS NL to repair the Products at the Purchaser's premises, WFS NL shall be authorised to invoice the Purchaser for the costs incurred, including travel expenses, accommodation and meals.
- 14.6 Defects resulting in whole or in part from the following shall not in any case be covered by the warranty:
- (a) failure to comply with the directions for use, operating instructions etc. or use other than the intended normal use;
 - (b) normal wear and tear;
 - (c) alterations to the information on the warranty card;
 - (d) alterations to information on the stickers provided by WFS NL in accordance with its legal requirements;
 - (e) assembly/installation, repairs or adjustment by third parties, or in any case by a dealer or purchaser not recognised by WFS NL without WFS NL's prior written consent;
 - (f) the application of any government regulation on the nature or quality of materials used;
 - (g) materials provided by the Purchaser to WFS NL to process or execute an order, unless explicitly otherwise agreed;
 - (h) materials and/or goods used in consultation with the Purchaser;
 - (i) advice given by WFS NL, unless explicitly agreed otherwise;
 - (j) the processing of Products by the Purchaser, unless WFS NL explicitly states a specific manner of processing in writing in its documentation brochures etc. or has permitted such without any reservation in writing;
 - (k) external influences, installation mistakes;
 - (l) incorrect fuel or fuel of inferior quality;
 - (m) the use of an additive not approved in writing by WFS NL;
 - (n) demonstrable failure to comply with the maintenance schedule prescribed by the car manufacturer, importer and/or WFS NL.
- 14.7 WFS NL shall not be held to any warranty nor shall it be liable to pay any compensation whatsoever with regard to the Contract should the Purchaser fail to comply with any obligation arising for it from the Contract concluded with WFS NL or from a related contract or fail to do

- so properly or on time.
- 14.8 Any claim under this Article shall expire should the Purchaser carry out repairs, disassembly or other actions affecting the Products, or should it cause such repairs, disassembly or other actions to be carried out, without WFS NL's prior written consent.
- 14.9 Should WFS NL replace any components or Products in fulfilment of a warranty obligation, such Products or components shall become its property. WFS NL shall be authorised to charge transport costs for these Products or components unless WFS NL has given instructions for the transport.
- 14.10 Without prejudice to the provisions of Article 15, WFS NL shall in no case be bound by any other obligation, for example to pay compensation.

Article 15. Liability

- 15.1 WFS NL shall not be liable for any costs, damage or the like that may arise as a direct or indirect result of:
- (a) *force majeure*, as set forth in these conditions;
 - (b) acts or omissions by the Purchaser, its employees, or other persons who have been put to work by the Purchaser or on its behalf;
 - (c) the applicability of one of the circumstances specified in Article 14.6.
- 15.2 WFS NL shall only be liable to the extent of its insurance cover for any damage (or personal damage) to Products or property belonging to the Purchaser and/or third parties if such has occurred through any intentional act or omission or gross negligence on the part of WFS NL or of those who have been put to work by WFS NL, with the amount insured by WFS NL being the maximum. Should it turn out, for whatever reason, that no insurance cover exists with respect to a given case, WFS NL's liability shall be limited to the invoice value, exclusive of VAT.
- 15.3 WFS NL shall in no case be liable for any collateral damage suffered by the Purchaser or a third party, including consequential damage, immaterial damage, loss of profits or environmental damage.
- 15.4 The Purchaser indemnifies WFS NL against all claims by third parties in respect of deliveries of Products.

Article 16 - Force majeure

- 16.1 *Force majeure* shall include any delay at or breach of contract by WFS NL's suppliers, inability to deliver as a result of a government order or statutory provision, inability to deliver as a result of a sit-down strike, industrial action, sabotage, power failure, flooding, earthquake, war, threat of war (irrespective of whether the Netherlands is involved directly or indirectly), fire or other destruction affecting WFS NL's business, full or partial strike involving the transport infrastructure, any breakdown in machinery and/or tools belonging to WFS NL or other breakdowns in WFS NL's business or those of its suppliers.
- 16.2 In the event of *force majeure* as a result of which WFS NL is temporarily incapable of fulfilling the Contract – even if the circumstance constituting the *force majeure* was foreseen or could be foreseen at the time the Contract was concluded – WFS NL shall be entitled, without judicial intervention, either to suspend fulfilment of the Contract for the duration of the impediment, or to dissolve the Contract, without any period of notice having to be observed and without WFS NL being bound in such case to pay any compensation or penalty to the other party.
- 16.3 The Purchaser shall only be entitled to dissolve the Contract, doing so by means of a registered letter to that effect, if the *force majeure* has lasted for a period of at least six months, or if the Parties, after joint consultation, agree to the conclusion that the period of *force majeure* will exceed six (6) months, without any period of notice having to be observed.
- 16.4 If upon commencement of the *force majeure* WFS NL has already fulfilled the agreed obligations in part, it shall be entitled to invoice the activities already performed or the goods already delivered, separately and in the interim, with the Purchaser being required to pay these invoices as if a separate transaction were concerned.

Article 17 - Dissolution

- 17.1 In the event of *force majeure* or other

unforeseen circumstances hindering the fulfilment of the Contract, WFS NL shall be entitled to simply abandon the full or partial fulfilment of the obligations it has entered, without being bound by any requirement to pay compensation or by any warranty.

- 17.2 The mere fact of one of the instances referred to in article 17 occurring, gives WFS NL the right to annul the Contract after which WFS NL's claim or claims on the Purchaser arising from the Contract shall be immediately and fully due and payable without WFS NL being bound by any requirement to pay compensation or by any warranty, and without any warning, notice of default or judicial intervention being required thereto, except in such case as referred to under (a) of this Article:
- (a) in the event of the Purchaser not fulfilling any obligation under the Contract, or not doing so properly or on time, and still failing to do so within two (2) weeks of WFS NL notifying it of its being in default;
 - (b) in the event of the Purchaser filing a petition for bankruptcy, offering an arrangement outside bankruptcy, filing a petition for suspension of payments, a request to enforce the Dutch law on debt restructuring (*Wet Schuldsanering Natuurlijke Personen door Afnemer*), a creditor making an attachment at the Purchaser's expense which cannot be annulled or an action of a different kind resulting in the fact that the assets of the Purchaser cannot be claimed by WFS NL;
 - (c) in the event of loss of corporate personality, in the event of a decision to wind up or dissolve the Purchaser in whole or in part or to cease trading in whole or in part, to relocate the Purchaser's company or operations, or if the Purchaser ceases to pursue its object under the Articles of Association or shows evidence of the intention thereto;
 - (d) in the event of the Purchaser being placed under guardianship or of his/her death;

- (e) in the event of the majority of the shares in the Purchaser's issued capital or the voting rights attached to those shares being transferred, or of the Purchaser's management or business passing into the hands of third parties, or of a restricted right to the majority of the shares being created.
- 17.3 Should the Purchaser cancel an Order that it has given, either in whole or in part, it shall be obliged to compensate WFS NL for all costs reasonably incurred with a view to executing the Order, and/or, if WFS NL so desires, to cover the cost of the materials destined for the execution of the Order at the prices included by WFS NL in its calculation, all this without prejudice to WFS NL's right to compensation for loss of profits and any further damage.

Article 18 - Intellectual property rights/confidentiality

- 18.1 The Purchaser states that the intellectual property rights regarding the Products are now and shall always be exclusively vested in WFS NL. Nothing in this Contract shall be construed in such a manner that the Purchaser is granted any right in respect of WFS NL's intellectual property rights.
- 18.2 The Purchaser states that it neither holds nor will register the intellectual property rights or similar intellectual property rights anywhere in the world.
- 18.3 The Purchaser will follow the market critically and if it becomes aware of any infringement by a third party of WFS NL's intellectual property rights, or other wrongful acts that are or may be detrimental to WFS NL's interests, will inform WFS NL thereof forthwith.
- 18.4 The Parties shall leave the conduct of any proceedings resulting therefrom entirely to WFS NL, together with the conduct of any defence, including all negotiations in respect of a possible settlement. The above shall also apply *mutatis mutandis* if one of the Parties is sued by a third party on the grounds referred to in this Article.
- 18.5 WFS NL reserves all property rights (including intellectual property rights)
- regarding all models, drawings, designs, photographs and/or illustrations, descriptions, or manuals, etc. manufactured by WFS NL. Should any offer or quotations, models, drawings, designs, photographs and/or illustrations, descriptions, or manuals, etc. be produced in connection with advice given by WFS NL, these shall always remain the property of WFS NL, regardless of whether a Contract is concluded.
- 18.6 The Purchaser shall not be permitted to copy or use for its own ends any models, drawings, designs, photographs and/or illustrations, descriptions, or manuals etc., manufactured or provided by WFS NL, or to provide them to third parties for inspection or use, without the explicit prior written consent of WFS NL.
- 18.7 The Purchaser shall be obliged to return, within a term to be set by WFS NL and at WFS NL's first written request, any models, drawings, designs, photographs and/or illustrations, descriptions, manuals etc. furnished by WFS NL.
- 18.8 The Purchaser shall observe absolute confidentiality regarding confidential information made available by WFS NL.
- 18.9 Confidential information in this respect shall be taken to mean all information, know-how, data, or experience in any form whatsoever, be it verbal, in writing, in drawings, samples or displays, in software on tapes, diskettes or otherwise, whether or not related to the above intellectual property rights and/or business data belonging to WFS NL.
- 18.10 The Purchaser shall impose a similar obligation of confidentiality, in writing, on any employees and/or third parties who/which it may make use of or call in in connection with the execution of the Contract.
- 18.11 The Purchaser shall owe WFS NL an immediately payable penalty of EUR 11,000 for each violation of the provisions of this Article, and for each day that the violation continues an immediately payable penalty of EUR 1,100 a day, all this shall be without prejudice to WFS NL's right to claim compensation.

Article 19 - Provision of information by the Purchaser

The Purchaser warrants that it has provided WFS NL with all essential information necessary for the fulfilment of the obligations arising from the Contract. Should it not have provided all necessary information, it shall not be entitled to invoke the warranty or liability provisions included in this Contract, insofar as WFS NL would not have entered the Contract, or would not have done so under the same conditions with the Purchaser, had it been informed of the undisclosed information

Article 20 - Other provisions

- 20.1 The Purchaser shall not be entitled to transfer its rights or obligations arising from a Contract to a third party without the prior written consent of WFS NL.
- 20.2 Should WFS NL conclude a contract with two or more natural persons and/or legal entities, each of those natural persons or legal entities shall be jointly and severally liable for the complete fulfilment of the obligations arising for them from the contract.
- 20.3 WFS NL reserves the right to change these General Terms and Conditions. Such changes shall only apply to Products ordered after the new General Terms and Conditions take effect, subject to provisions to the contrary in the contract. Should WFS NL and the Purchaser have concluded a continuing contract, the new General Terms and Conditions shall only apply to new contracts to be concluded, one month after they have been sent to the Purchaser.
- 20.4 Should one or more provisions in these Conditions prove not to be binding, the remaining provisions in these Conditions shall remain in full force between the Parties. The Parties undertake to replace the non-binding provisions by provisions that are binding and that deviate as little as possible from the non-binding provisions in the light of the purpose and purport of this Contract.
- 20.5 These Conditions and all Contracts shall be subject to Dutch law. The Vienna Sales Convention 1980 (CISG) and all other treaties concerning obligations arising from agreements on the international purchase

- and sale of goods are expressly excluded.
- 20.6 All disputes arising in connection with the Contract, or these Conditions shall be submitted to the competent court in 's-Hertogenbosch, The Netherlands, for a ruling, on the understanding that WFS NL shall be entitled to bring an action or actions, whether or not simultaneously, against the Purchaser at other courts of law which are authorised to take cognisance of such actions under national or international legal rules.

Article 21 - Privacy statement

WFS NL believes the protection of personal data is essential. We therefore process your data with care. With the privacy statement on our Website, we inform you about how we handle personal data.