

### **General Terms of Sale and Delivery Global Factories**

**B.V.** General terms of Sale and Delivery of Global Factories B.V., based in The Hague, registered at the Chambers of Commerce in The Hague with registration number: 27189856

#### **Article 1: Applicability**

- 1.1 These General Terms of Sale and Delivery (hereinafter "the Terms and Conditions") are applicable to all offers, Purchase Orders and agreements concerning the delivery of goods and services (hereinafter referred to as "Supplies") to the Customer by Global Factories B.V. (hereinafter GF) and/or its affiliated companies. Any deviation from or addition to these Terms and Conditions requires the prior written consent of GF. Any general terms and conditions from the Customer are hereby explicitly waived.
- 1.2 The term 'Customer' means: any person, firm, company or legal entity, including its representative(s), agent(s) and successor(s), with the intention to enter into an agreement with GF for the delivery of Supplies.
- 1.3 By accepting the Terms and Conditions Customer acknowledges and agrees that the Terms and Conditions will apply to all subsequent orders, additional work orders and/or new agreements to be concluded with GF.
- 1.4 If one or more of the Terms and Conditions are wholly or partially null or void, the other Terms and Conditions shall remain in full force and effect.
- 1.5 The Terms and Conditions are available on GF's website ([www.globalfactories.com](http://www.globalfactories.com)) and will be made available by GF to the Customer, free of charge, at Customer's request.

#### **Article 2: Quotations**

- 2.1 All quotations made by GF are provisional and will remain valid for 14 calendar days, unless specified otherwise. New quotations will supersede previous quotations. The previous quotations will be considered null and void.
- 2.2 Any illustration, drawing and/or order confirmation is provided as an indication only. GF will not be liable for any, errors, omissions and/or deviations therein.

#### **Article 3: Binding agreement**

- 3.1 Any order (hereinafter "Purchase Order") by Customer will only be binding after it has been

confirmed in writing by an authorized representative of GF, or when GF has started the execution of the Purchase Order, whichever comes earlier.

- 3.2 The confirmation of the Purchase Order by GF and/or any administrative data of GF, including the invoice relating to the Purchase Order, are considered to provide a complete and accurate account of the agreement with the Customer.

#### **Article 4: Prices**

- 4.1 All prices quoted by GF are excluding VAT, packing and shipping costs and any other additional costs necessary for the delivery of the Supplies.
- 4.2 After confirmation of the Purchase Order GF reserves the right to alter its prices, including but not limited to rates, levies, taxes, prices for raw materials, labour costs and exchange rates.
- 4.3 The prices quoted are "ex works". If, before delivery or partial delivery of the Supplies, the delivery price has increased beyond the control of GF, GF is entitled to raise the agreed price accordingly and shall provide Customer with a specification of such increase. GF is entitled to charge Customer any additional work. Additional work means any additional work, services, materials, quantities and/or deliveries executed by GF, either on request or at the order of the Customer or which is, in the professional opinion of GF, considered necessary in addition to the agreed scope of Supplies.

#### **Article 5: Packaging**

- 5.1 At the request of Customer or if considered necessary by GF, the Supplies will be packaged before shipment and delivery. Packaging costs will be charged to the Customer at cost price, to be determined by GF.
- 5.2 If GF has made available pallets, packing cases, crates, containers etc. for the packing and/or shipment of the Supplies, or has charged a third party with the supply of such goods, the Customer is required to return these packaging and/or loading materials to the address designated by GF for its own account. Any deposits paid by GF shall be refunded to GF by Customer. Disposable packing materials will become Customer's property and cannot be returned to GF.

#### **Article 6: Drawings, moulds**

- 6.1 Any items made by GF or at the request of GF, in connection with the execution of the Purchase Order, including drawings, designs, dies and moulds, are and will remain GF's property. Any intellectual property rights resting on these items will be GF's. Without the prior written consent of GF, Customer is not allowed to use any of GF's intellectual property rights. Customer will be liable for any damages and losses suffered by GF due to Customer's violation of GF's intellectual property rights.
- 6.2 In the case that the total production for which the items referred to in 6.1 were made is exceeded, additional costs may be charged by GF to Customer. Unless otherwise agreed, GF has no obligation to retain any of such items.

#### **Article 7: Goods provided by Customer, obligations of Customer**

- 7.1 Except in case of gross negligence and/or willful misconduct, GF will not be liable for the total or partial loss of items made available to GF by Customer. GF is not insured against such risk. Customer will take care of the insurance if and when required. Customer will indemnify and hold GF harmless against any and all claims of third parties relating to or arising out of (the use of) goods made available to GF by Customer.
- 7.2 Customer shall in a timely manner make available to GF the appropriate information necessary for the design, development, manufacturing and delivery of the goods ordered by the Customer. If Customer fails to make this information available, in a timely manner, the delivery time for the Supplies will be extended accordingly and Customer will compensate all costs made by GF in connection with such delay. If Customer remains in default, GF has the right to suspend the order or to cancel the agreement without legal intervention.
- 7.3 Upon signature of the Purchase Order, Customer shall make available a qualified representative who is authorized to represent the Customer. Customer and his staff will fully cooperate with GF in order to enable the timely delivery of the Supplies.

#### **Article 8: Delivery / transport**

- 8.1 The Customer is obliged to accept the Supplies at delivery. Supplies are considered to be delivered

when the Supplies are ready for shipment to the Customer. Delays in the acceptance of the Supplies will be for the account of Customer, regardless of the reason for the delay.

- 8.2 Time will not be of the essence for any delivery of Supplies, unless agreed otherwise.
- 8.3 If a fatal delivery term has explicitly been agreed in writing, Customer will only be entitled to terminate the agreement if GF has been given a reasonable term to perform and GF failed to meet that term. Customer shall notify GF of such extended term by registered mail. In case of Force Majeure the terms and conditions of article 14 shall apply.
- 8.4 The term for delivery will only start after the Purchase Order has been signed by both Parties, the Customer has provided the required information to GF, and the advance payment has been received by GF.
- 8.5 GF reserves the right to deliver the Supplies in whole or in part. Customer will accept partial deliveries as a separate delivery.

#### **Article 9: Inspection, delivery and Warranty**

- 9.1 Customer will inspect the Supplies for damages at the time of delivery and will immediately notify GF of any defects, in writing, failing which Customer is considered to have accepted the Supplies. GF will not be liable for any color deviations in the provided Supplies.
- 9.2 Customer shall notify GF of any defects which were not visible at the time of delivery within 5 working days after the delivery date, failing which the Supplies are deemed to be accepted.
- 9.3 Without prejudice to the agreed warranty obligations of one (1) year after delivery ex works, acceptance under 9.1 and 9.2 will make any claim of Customer null and void.
- 9.4 GF's warranty obligations will cease immediately:
- If the defect has been repaired by Customer or any third party without the prior written consent by GF;
  - If the Customer has made any changes to the Supplies, either by himself or any third party;
  - If the Customer has improperly used the Supplies or has used the Supplies in violation with any laws or regulations or the instructions for use given by GF;
  - If the defects are the result of normal wear and tear.

- 9.5 GF reserves the right to suspend fulfillment of its warranty obligations until Customer has fulfilled his obligations to GF in accordance with the Terms and Conditions. GF offers a guarantee of one (1) year after delivery ex- works of the Supplies, unless the Parties have agreed otherwise in writing.
- 9.6 GF will not accept any return deliveries unless GF has given prior written consent and it is at no cost to GF.

**Article 10: Breach of contract, liability**

- 10.1 In case GF is in breach of its obligations, Customer will grant GF a reasonable grace period to enable GF to fulfill its obligations, either by repairing the delivery or by delivery of the Supplies itself, and at the discretion of GF. Whether GF decides to repair or to make the delivery of the Supplies, GF will not be liable for any additional compensation of any kind.
- 10.2 If GF remains in default to fulfill its obligations, GF's liability will be limited to direct damages only up to a maximum of the insured amount under GF's liability insurance in the relevant case. In case the event is not covered by GF's insurances, or GF does not carry an insurance for such event, GF's overall maximum amount of liability is limited to 50% of the value of the Purchase Order.
- 10.3 GF will never be liable for indirect or consequential damages, including but not limited to loss of earnings, loss of profit, loss due to loss of production, loss as a result of delay.
- 10.4 Customer will be responsible for the compatibility and the use of equipment, software, websites, data files and all related products and materials to be used in its company, whether or not combined. GF will never be responsible or liable for data transfer to Customer's equipment, software, network, website or any other part of digital infrastructure of any kind. GF will not be liable for damages or losses as a result of loss of Customers digitally stored data and/or imperfections in Customers network including but not limited to the data system, the data storage, the backup, the data capacity, delays in the network, and inadequate system management.

**Article 11: Transport and risk**

- 11.1 GF shall deliver the Supplies "ex works". Shipment shall be arranged by GF for the account of Customer, unless Customer, has confirmed in

writing to take care of the shipment themselves. At all times shipment is for the risk of Customer.

**Article 12: Payment**

- 12.1 Any payments, including payments for partial deliveries or on demand deliveries, shall be made by Customer within 30 days after date of invoice.
- 12.2 Customer is not entitled to set off any amounts due unless authorized in writing by GF. Customer waives any right to suspend its obligations under the agreement.
- 12.3 In case of late payment by Customer, and without any notification being required, GF will be entitled to 1% interest per month or part thereof on the total amount indebted by Customer.
- 12.4 If Customer remains in breach of its payment obligations, GF is entitled to submit the outstanding invoice for debt collection. Any costs involved will be for the account of Customer.
- 12.5 The cost for debt collection will be a minimum of 15% of the principal amount plus outstanding interest, with a minimum of € 40,- excl. VAT

**Article 13: Intellectual and/or industrial property rights**

- 13.1 GF will not accept any responsibility for the accurateness of any drawings, samples, models, or other instructions made available by Customer and used for the manufacturing of the Supplies. Customer indemnifies and holds GF harmless against any and all claims as a result of an infringement of any patent, trademark, business models or any other rights of third parties as a result of the information provided by Customer, including legal costs and reasonable legal expenses incurred as a result of such infringement. If after any such infringement, GF is requested by any third party to stop the production and/or delivery of the Supplies, GF is entitled to immediately cease the production and/or delivery and will be entitled to compensation of all costs made, without prejudice to compensation for additional damages and/or losses incurred. GF shall never be liable for any damages and/or losses suffered by Customer as a result of such infringement. GF shall inform Customer immediately about any and all claims by third parties with regard to such infringement.

13.2 Unless explicitly agreed otherwise, and confirmed in writing, all intellectual property rights including software, trademarks and trade names relevant to the Supplies are the exclusive property of GF. Unless explicitly agreed in writing GF will not transfer any intellectual property rights (or a portion thereof), trademark or trade name to Customer.

#### **Article 14: Retention right**

14.1 All goods delivered and/or to be delivered by GF to the Customer remain the property of GF until all agreed payments have been made by Customer to GF. At all times, GF will be entitled to set off any payments due by the Customer.

14.2 At all times, Customer shall inform GF immediately about any and all claims by third parties with regard to the Supplies and any other GF property in the possession of Customer. Customer will make its best endeavors to protect GF's property rights. At delivery of the Supplies, Customer will clearly mark the Supplies and will keep them clearly marked until ownership of the Supplies has been transferred to Customer. Customer shall provide a statement of GF's ownership on first demand.

14.3 If Customer does not meet its payment obligations, either in part or in full, GF will be entitled to exercise its retention right and may remove the Supplies from Customer's premises or may have them removed by a third party. Removal will be for the account and the risk of Customer. The Customer shall make the Supplies available to GF and hereby grants GF permission to enter into the relevant sites and buildings.

#### **Article 15: Force Majeure**

15.1 GF may invoke Force Majeure when GF cannot reasonably be expected to execute the agreement due to war, threat of war, civil war, riots, acts of war, fire, water damage, flooding, natural disasters, strikes, sit-ins, lockouts, in- and export restrictions, government measures, defects to machinery, disruptions in the supply of energy, both at GF's and/or at third parties premises, as well as at storage facilities and/or during transportation of the Supplies, whether or not in control of GF, and all other causes beyond the control of GF.

15.2 In the event of Force Majeure, GF will be entitled to extend the delivery time for the duration of the

Force Majeure event or may cancel the agreement entirely without any liability to pay damages of any kind to Customer.

15.3 If so requested in writing by Customer and within 8 days after such request, GF shall inform Customer about the decision under article 15.2.

15.4 If GF has partially executed its obligations at the time of the Force Majeure event, GF will be entitled to invoice the delivered Supplies and Customer will be obliged to pay this invoice as if it were a separate agreement.

#### **Article 16: Termination for convenience**

16.1 Customer may terminate the agreement for convenience. Termination notice should be given in writing to GF. After receipt of such notification, GF shall cease the production and/or delivery of the Supplies.

16.2 As a result of this termination Customer shall pay the following to GF:

- a) 90% of the total sum under the Purchase Order, including variation orders, when Customer terminates the agreement more than a month before the agreed delivery date;
- b) 95% of the total sum under the Purchase Order, including variation orders, when Customer terminates the agreement less than one month before the agreed delivery date.

16.3 After termination by the Customer and after the payments specified in 16.2 have been received by GF, the Supplies will remain the property of GF. Any costs to be made by GF for the clearing, removal and/or destruction of the Supplies will be for the account of Customer.

#### **Article 17: Dissolution**

17.1 GF has the right to terminate the agreement if:

- a) the Customer does not, not properly or in a timely manner comply with any of its obligations under the agreement towards GF;
- b) the Customer is declared bankrupt, or if an application thereto has been submitted, if it becomes subject to a debt rescheduling program, applies for it or is granted a suspension of payment or is subject to a provisional suspension of payment;
- c) if all or part of the Customers properties have been seized;

- d) if, through a court sentence, the Customer has become wholly or partly unauthorized and/or become incapacitated to act, or is held in detention;
- e) if the Customer is dissolved or liquidated or, in case of a natural person, dies;
- f) if the Customer goes or is on strike, transfers his company or a substantial portion thereof, including the transfer of his business to a prospective or existing business, and the Customer has not yet fulfilled all his obligations towards GF; and will have the right, merely by the occurrence of any of the above circumstances, without any warning or notice or judicial intervention being required, to consider the agreement to be dissolved, and to reclaim the delivered Supplies as its own property or to demand the full payment of Customer of any amount due under the agreement, without prejudice to GF's right to claim damages from the Customer.

17.2 Customer hereby grants GF unconditional permission to enter any sites and/or buildings in order to be able to reclaim the Supplies. The Customer will be obliged to inform GF about the location of the Supplies and to identify them as GF's property.

#### **Article 18: Recommendations**

- 18.1 Any and all recommendations provided by GF are provided in good faith and for information only and will never lead to any liability whatsoever of GF towards Customer.
- 18.2 The decision of Customer to purchase any Supplies following such recommendations by GF, is the sole responsibility of Customer.

#### **Article 19: Data Protection**

- 19.1 Customer guarantees that GF is entitled to processing the personal data provided by Customer to GF and indemnifies GF from all damages suffered as a result of a breach of the applicable local and international laws and regulations with regard to data protection by Customer and will indemnify GF from any third party claims as a result thereof.

#### **Article 20: Applicable law and dispute resolution.**

- 20.1 The interpretation, execution and/or validity of these terms and conditions will be subject to Dutch law. The parties expressly agree that the

application of the United Nations Convention on Contracts for the International Sale of Goods (1980) is specifically excluded and shall NOT apply to this Agreement.

20.2 All disputes concerning these Terms and Conditions and the execution thereof shall be settled by the competent court in The Hague, the Netherlands.

*General Terms of Sale and Delivery, filed with the Chamber of Commerce Haaglanden, November 2018*