

General Terms and Conditions SPG Pre-Series Tooling & Prototyping B.V.

Sales conditions

('General Terms and Conditions')

Filed with the Commercial Register on October 29th, 2018.

ARTICLE 1. DEFINITIONS

- 1.1 In these General Terms and Conditions the following definitions will have the following meanings:
- a. **'Agreement'**: any agreement concluded between SPG and the Other Party with regard to the purchase or sale of products and/or services, every amendment and/or supplement thereto, and all acts, legal and otherwise, for the preparation and/or execution of that agreement and/or performance;
 - b. **'Contract'**: the contract that SPG has expressly committed itself to in the Agreement;
 - c. **'Other Party'**: every natural or legal person who enters into an agreement with SPG, with whom there is contact, with whom it negotiates, to whom SPG made an offer or from whom SPG received an offer;
 - d. **'SPG'**: SPG Pre-Series Tooling & Prototyping B.V., with its registered office in Eindhoven and listed in the commercial register under number: 17196364.

ARTICLE 2. APPLICABILITY

- 2.1 These General Terms and Conditions apply to all offers made by SPG, all quotations, order confirmations and all Agreements concluded by SPG - in whatever form - and all agreements that may result therefrom.
- 2.2 In the event of any conflict between the content of the Agreement concluded between SPG and the Other Party and these conditions, the provisions of the Agreement will prevail.
- 2.3 By concluding an Agreement with SPG, the Other Party is deemed to have waived all other conditions and/or provisions, even if express reference is made thereto, or these are expressly referred to by the Other Party, unless SPG has accepted the applicability thereof in writing.
- 2.4 Acceptance of these General Terms and Conditions by the Other Party is considered to include all future offers, contracts and Agreements with SPG.

ARTICLE 3. OFFERS

- 3.1 All offers made by SPG - in whatever form - are subject to contract.
- 3.2 If the Other Party provides SPG with data, drawings and the like, SPG is entitled to assume that they are accurate and complete and will base its offer on the same.
- 3.3 The prices stated in the offer are based on delivery "ex works" at SPG's factory at Titaniumstraat 3 (6031 TV) Nederweert, in accordance with Incoterms 2010. The prices are exclusive of turnover tax, costs, surcharges, fees, taxes and packaging, unless expressly agreed otherwise in writing.

ARTICLE 4. INTELLECTUAL PROPERTY RIGHTS

- 4.1 Unless agreed otherwise in writing, SPG retains the copyrights and all industrial property rights to the offers made by SPG and to the designs, images, drawings, trial and other models, software and the like, provided by SPG.
- 4.2 The rights to the data referred to in article 4.1, including but not limited to the intellectual property rights, remain the property of SPG, regardless of whether costs are charged to the Other Party for the manufacture thereof. Said data may not be copied, used, or disclosed to third parties or otherwise directly or indirectly infringed, without SPG's prior express written permission. The Other Party will owe SPG an immediately due and payable penalty of € 25,000 for each violation of said provision, without prejudice to SPG's right to damages, performance and other rights.
- 4.3 The Other Party must return the data provided to it as referred to in Article 4.1 within the time limit set on SPG's demand. On breach of this provision, the Other Party will owe SPG an immediately due and payable penalty of € 1,000 a day, without prejudice to SPG's right to damages, performance and other rights.

ARTICLE 5. ADVICE AND INFORMATION PROVIDED

- 5.1 The Other Party may not derive any rights from advice and information it obtains from SPG if this does not relate to the Contract.
- 5.2 The Other Party indemnifies SPG against all actions and imminent claims by third parties against SPG, the costs (including reasonable legal costs) for defence against such claims, and all obligations that SPG has towards third parties, if such claims, costs and obligations arise or ensue from any acts or omissions or use of the products or services by the Other Party or third parties engaged by it and/or improper performance of the Agreement.

ARTICLE 6. DELIVERY AND PERFORMANCE PERIOD

- 6.1 The delivery and/or performance period set by SPG is approximate and serves only as an indication.
- 6.2 In setting the delivery and/or performance period, SPG assumes that it is able to perform the Contract under the conditions then known to it.
- 6.3 The delivery and/or performance period commences when agreement is reached on all commercial and technical details and results in SPG's acceptance of the Contract, and all necessary data, final and approved drawings and the like, are in SPG's possession, the agreed payment(s) or instalment(s) - as referred to in article 17.2 of these General Terms and Conditions - has been received in full or in part, and the required conditions for execution of the Contract have been satisfied.
- 6.4 If circumstances differ from those known to SPG at the time of setting the delivery and/or performance period, SPG is entitled to extend the delivery and/or performance period by the period it needs to perform the Contract under the changed or current circumstances. If the work cannot be incorporated into SPG's schedule, it will be performed as soon as its schedule so permits.
- 6.5 SPG is entitled to deliver the Contract in consignments, in which case SPG is also entitled to invoice each consignment separately.
- 6.6 In the event of any contract extras, the delivery and/or performance period will be extended by the period required by SPG to supply, or cause to be supplied, the materials and parts necessary for performance of

such contract extras. If the contract extras cannot be incorporated into SPG's schedule, it will be performed as soon as its schedule so permits.

- 6.7 If SPG suspends its obligations, the delivery and/or performance period will be extended by the duration of the suspension. If the continuation of the work cannot be incorporated into SPG's schedule, it will be performed as soon as its schedule so permits.
- 6.8 The Other Party is required to pay all costs incurred by SPG as a result of a delay in the delivery and/or performance period as referred to in Articles 6.4, 6.6 and 6.7.
- 6.9 If the delivery and/or performance period is exceeded, this will not entitle the Other Party to damages, suspension or termination.

ARTICLE 7. TRANSFER OF RISK

- 7.1 Delivery takes place "ex works", at SPG's factory at Titaniumstraat 3 (6031 TV) Nederweert, in accordance with Incoterms 2010. The risk of the product will pass at the time SPG makes it available to the Other Party.
- 7.2 Notwithstanding the provisions of Article 7.1, the Other Party and SPG may agree that SPG arranges the transport. In that event, the costs and the risk of storage, loading, transport and unloading will be borne by the Other Party. The Other Party may insure itself against these risks.

ARTICLE 8. PRICE ADJUSTMENT

- 8.1 SPG may pass any increase in the price-determining factors occurring after the conclusion of the Agreement on to the Other Party - even if this is the result of foreseeable circumstances.
- 8.2 The Other Party must pay the price increase as referred to in Article 8.1 at SPG's discretion at any of the following times:
- a. on occurrence of the price increase;
 - b. simultaneously with payment of the principal of the Contract;
 - c. on the next agreed payment deadline.

ARTICLE 9. FORCE MAJEURE

- 9.1 SPG is entitled to suspend performance of its obligations if force majeure temporarily prevents it from performing its contractual obligations towards the Other Party.
- 9.2 Force majeure is deemed to exist in all circumstances that prevent SPG's performance of the Agreement or part thereof or make it impossible or unreasonably burdensome to do so, if such circumstances occur beyond the reasonable control of SPG, including but not limited to the circumstance that suppliers of SPG or transport companies engaged by SPG fail to perform their obligations or perform them in good time, weather conditions, earthquakes, fire, power failure, loss, theft or destruction of tools or materials, road blocks, strikes or work stoppages and import or trade restrictions.
- 9.3 Had SPG partially performed its obligations under the Agreement at the time of such force majeure situation, then it is entitled to invoice the part supplied and the Other Party must pay the invoice as if this were a separate Agreement.
- 9.4 If SPG's performance is or becomes permanently impossible because of force majeure, SPG and the Other Party are entitled to terminate the Agreement with immediate effect for the part of the obligations that has not yet been performed.

- 9.5 The Other Party is not entitled to compensation as a result of suspension or termination for damage suffered or to be suffered within the meaning of this Article 9.

ARTICLE 10. SCOPE OF THE WORK

- 10.1 The Other Party must ensure that all permits, dispensations and other decisions necessary for the performance of the work are obtained in good time. On demand by SPG, the Other Party is obliged to send SPG a copy of the aforementioned documents.
- 10.2 All prototype moulds offered by SPG are manufactured to order and with these injection moulding parts can be produced and delivered to the Other Party. The pricing of these moulds is based on the fact that the residual value (scrap value and re-utilization standard components) is not paid by the Other Party and therefore remains the property of SPG. For this reason, these moulds always remain with SPG and the ownership thereof is not transferred to the Other Party, unless agreed otherwise in writing.

ARTICLE 11. AMENDMENTS TO THE CONTRACT

- 11.1 Amendments to the Contract, in any event, result in contract reductions or contract extras if:
- a. the agreed design or specifications are amended;
 - b. the information provided by the Other Party is not factually accurate;
 - c. estimated quantities deviate by more than 10%.
- 11.2 Contract extras will be charged on the basis of the price-determining factors applicable at the time of performing the contract extras. Contract reductions will be given on the basis of the price-determining factors applicable at the time the Agreement was concluded.
- 11.3 The Other Party must pay the price of any contract extras as referred to in article 11.1 at SPG's discretion at any of following times:
- a. when the contract extras arise;
 - b. simultaneously with payment of the principal sum of the Contract;
 - c. on the next agreed payment deadline.

ARTICLE 12. DELIVERY OF THE CONTRACT

- 12.1 The Contract is deemed delivered;
- a. if the Other Party approves the Contract;
 - b. if the Other Party uses the Contract. If the Other Party uses part of the Contract, then that part is deemed delivered;
 - c. if SPG notifies the Other Party in writing that the Contract has been completed and the Other Party fails to inform SPG in writing within 14 days of such notification as to whether or not the work is approved;
 - d. if the Other Party does not approve the work due to minor defects or missing parts that can be rectified or subsequently delivered within 30 days and does not prevent the work from being put into use.
- 12.2 If the Other Party does not approve the work, it is obliged to inform SPG of this in writing, stating reasons. The Other Party must afford SPG the opportunity to yet deliver the work within a reasonable term.
- 12.3 The Other Party indemnifies SGP against any third-party claims for damage and costs with respect to non-delivered parts of the work caused by use of parts of the work already delivered.

ARTICLE 13. LIABILITY

- 13.1 SPG's liability due to an attributable failure on its part to comply with the Agreement, or by whatever virtue, is limited to the amount SPG receives from the insurer under a commercial insurance entered into by or on behalf of SPG, with regard to the damage for which it is held liable by the Other Party.
- 13.2 If no insurance payment is made with regard to the specific damage, the liability of SPG will be restricted to the guarantee scheme in Article 14. The Other Party hereby expressly waives all other rights and claims it has against SPG.
- 13.3 If SPG is not entitled to the limitation referred to in article 13.1 or article 13.2, for whatever reason, SPG's obligation to pay damages will be limited to a maximum of 15% of the total amount of the Contract (excluding VAT). If the agreement consists of parts or partial deliveries, the obligation to pay damages is limited to a maximum of 15% (excluding VAT) of the principal of the Contract for that part or that partial delivery.
- 13.4 The following does not qualify for compensation:
- a. Consequential loss; this includes business interruption loss, damage suffered by the Other Party's customers, loss of customers, production loss, loss of profit, transport costs and travel and accommodation costs. The Other Party may insure itself against this damage if possible;
 - b. Damage to products in the care, custody or control of, but not owned by the insured (*opzichtschaade*); this includes damage caused as a result of or during the performance of the work to products on which work is being performed or to products situated in the vicinity of the work site. The Other Party may insure itself against this damage if it so desires.
- 13.5 SPG is not liable for damage to material provided by or on behalf of the Other Party where damage is the result of improper processing or unsuitability of said material.
- 13.6 The Other Party indemnifies SPG against all third-party claims, imminent or otherwise, the costs (including reasonable legal costs) for defence against such claims, and all obligations on the part SPG towards third parties, if such claims, costs and obligations result from or arise on account of product liability as a result of a defect in a product supplied by the Other Party to a third party and compose, in full or in part, products supplied by SPG.

ARTICLE 14. GUARANTEE AND OTHER CLAIMS

- 14.1 Unless agreed otherwise in writing, SPG guarantees the proper performance of the Agreement for a period of two months after delivery/completion. If a different guarantee period is agreed, the other paragraphs of this Article 14 likewise apply.
- 14.2 The products, by SPG referred to as "Rapid Prototyping" are excepted from this Article 14. After SPG has accepted and delivered the relevant "Rapid Prototyping", SPG does not guarantee the proper execution of the agreed performance. SPG exonerates itself for any claim related hereto and article 7:21 DCC is explicitly excluded in this context.
- 14.3 If the product supplied by SPG does not comply with the Agreement SPG will, at its discretion, decide whether it will still properly execute the Agreement or credit the Other Party for a proportionate part of the invoice. Should SPG choose to still properly execute the Agreement, it will determine the manner and time of execution. If the agreed performance comprised (entirely or partially) the processing of the material provided by the Other Party, then the Other Party must provide new material at its own risk and expense. SPG's guarantee obligations are exclusively restricted to the guarantee claims described in this Article 14.

- 14.4 If SPG deems a complaint as referred to in Article 15 justifiable, it will, at its discretion, (i) replace the relevant products or parts free of charge (after which the replaced products/parts will be property of SPG) or (ii) repair these within a reasonable period after receipt of the complaint or (iii) give a price discount or (iv) send a credit note. SPG's guarantee obligations are exclusively restricted to the guarantee claims described in this Article 14.
- 14.5 The Other Party must send SPG the products to be repaired or replaced.
- 14.6 The Other Party must pay:
- a. all transport and dispatch costs;
 - b. disassembly and assembly costs;
 - c. travel and accommodation costs.
- 14.7 The Other Party must always afford SPG the opportunity to repair a possible defect and/or to redo the processing.
- 14.8 The Other Party may only invoke the guarantee after it has fulfilled all its obligations towards SPG.
- 14.9 SPG will not give any guarantee if the defects are the consequence of:
- a. normal wear and tear;
 - b. improper use;
 - c. no or improper maintenance;
 - d. installation, fitting, adjustment or repair by the Other Parties or third parties.
 - e. defects in or suitability of products originating from, or stipulated by the Other Party;
 - f. minor defects or deviations that fall within the tolerance levels as accepted in relevant commercial practice;
 - g. defects in or unsuitability of materials and auxiliary materials used by the Other Party;
 - h. a regulation laid down by the relevant government with regard to the products and/or services or the manufacture or use thereof.
- 14.10 No guarantee will be provided by SPG in respect of:
- a. products supplied that were not new at the time of delivery;
 - b. the inspection and repair of products of the Other Party;
 - c. parts for which a manufacturer's warranty has been provided.
- 14.11 The Other Party may not assign any rights under this Article 14.
- 14.12 The provisions of articles 14.1 through 14.11 apply mutatis mutandis to any claims by the Other Party based on breach of contract, non-conformity or on any other basis whatsoever.

ARTICLE 15. OBLIGATION TO COMPLAIN

- 15.1 The Other Party may no longer invoke a defect in performance if it fails to complain to SPG in writing within fourteen days of the date of discovery, or reasonable discovery of the defect, stating (i) the product, service or performance it concerns and (ii) the date of purchase and/or order, and (iii) the failure, alleged or otherwise.
- 15.2 A complaint as referred to in Article 15.1 does not entitle the Other Party to suspend payment or its payment obligations.
- 15.3 The Other Party is obliged to examine the products immediately on receipt to ascertain whether or not there are any defects.

- 15.4 On pain of forfeiture of all rights, the Other Party must submit complaints regarding the invoice amount to SPG in writing within the payment deadline. If the payment deadline is longer than thirty days, the Other Party must complain no later than thirty days after the date of the invoice.

ARTICLE 16. NON-DELIVERED PRODUCTS

- 16.1 Upon expiry of the delivery and/or performance period, the Other Party is obliged to take delivery of the products that are the subject of the Agreement at the agreed location. Complaints of the Other Party regarding the products - of whatever nature - do not entitle the Other Party to postpone payment.
- 16.2 The Other Party must lend all cooperation that can be reasonably expected of it to enable SPG to make delivery.
- 16.3 Non-delivered products will be stored at the risk and expense of the Other Party.
- 16.4 On violation of the provisions of Article 16.1 and/or Article 16.2, the Other Party will owe SPG a penalty of EUR 250 a day, up to a maximum of EUR 25,000. This penalty may be claimed in addition to damages pursuant to the law and without prejudice to SPG's other rights.

ARTICLE 17. PAYMENT

- 17.1 Payment will be made in the invoiced currency, without discount, suspension, deduction and/or settlement into an account to be specified by SPG.
- 17.2 Unless agreed otherwise, payment to SPG will be made as follows:
- a. in cash at the service desk;
 - b. in instalments, unless agreed otherwise in writing:
 - (i) 30% of the total Contract price on granting SPG the Contract;
 - (ii) 60% of the total Contract price after supply of samples or, if delivery of the material is not included in the Contract, after delivery of the work;
 - (iii) 10 % of the total Contract price on delivery, but no later than two months after completion or delivery;SPG will send the Other Party an invoice for each instalment.
 - c. For "Rapid Prototyping" products, full payment must always be made on delivery.
 - d. The Other Party must pay SPG invoices within thirty days after the date of the invoice, unless agreed otherwise in writing.
- 17.3 If the Other Party fails to comply with its payment obligation, instead of paying the agreed amount, it will be obliged to comply with a request by SPG for tender in payment.
- 17.4 The Other Party's right to set off or suspend its claims against SPG is excluded, unless SPG is declared bankrupt or if statutory debt rescheduling applies to SPG.
- 17.5 Irrespective of whether SPG has fully executed the agreed performance, everything that is or will be owed to it by the Other Party under the agreement is immediately due and payable if:
- a. a payment term is exceeded;
 - b. an application has been made for the Other Party's bankruptcy or moratorium, the Other Party is bankrupt or has been granted a moratorium.
 - c. attachment is levied on products or claims of the Other Party;
 - d. the Other Party (company) is dissolved or wound up;
 - e. the Other Party (natural person) requests admittance to statutory debt rescheduling, is admitted, provisionally or otherwise, to statutory debt rescheduling, is placed under guardianship or dies.

- 17.6 If payment is not been made within the agreed payment term, the Other Party immediately owes SPG interest. The interest is 12% per annum, but is equal to the statutory interest if the latter is higher pursuant to article 6:119a DCC. For the purpose of calculating interest, part of a month is construed as a full month.
- 17.7 SPG is entitled to settle amounts owed to the Other Party with claims that companies affiliated with SPG have on the Other Party. SPG is also entitled to settle its claims against the Other Party with amounts owed by companies affiliated with SPG to the Other Party. SPG is furthermore entitled to settle amounts its owes to the Other Party with claims it has on companies affiliated with the Other Party. Affiliated companies are taken to mean companies belonging to the same group, within the meaning of article 2:24b DCC, and participating interests within the meaning of article 2:24c DCC.
- 17.8 If payment is not made within the agreed payment term, the Other Party will owe SPG all extrajudicial costs with a minimum of € 75. Said costs are calculated on the basis of the following table (principal):
- | | | |
|----|-------------------------------|------|
| a. | for the first € 3,000. | 15%; |
| b. | for the excess up to €6,000. | 10%; |
| c. | for the excess up to €15,000. | 8%; |
| d. | for the excess up to €60,000. | 5%; |
| e. | for the excess up to € 60,000 | 3% |
- 17.9 The actual extrajudicial costs incurred, both internally and externally, will be owed if these are higher than they would be according to the calculation above.
- 17.10 If SPG is successful, in full or in part, in legal proceedings, all costs it incurred in this context are for the expense of the Other Party.

ARTICLE 18. SECURITIES

- 18.1 Regardless of the agreed payment conditions, the Other Party is obliged, on demand at SPG's discretion, to provide sufficient security for payment. If the Other Party fails to fulfil the above within the stipulated deadline, it is immediately in default. In that case, SPG is entitled to terminate the agreement and to recover its loss from the Other Party.
- 18.2 SGP is entitled to always demand payment in advance from the Other Party. If the Other Party fails to comply with SPG's demand, SPG is entitled to suspend.
- 18.3 All deliveries made by SPG take place subject to SPG's retention of title. Up until such time as ownership of the products has passed to the Other Party, the Other Party will not be entitled to lease the products, or allow others to put it into use, or make available or to deliver to third parties, or allow third parties to use them or to encumber or burden these products in any way or to place them beyond its power.
- 18.4 After SPG has invoked its retention of title, it may reclaim the products delivered. The Other Party will cooperate in full in this respect.
- 18.5 SPG is entitled to establish a right of pledge on all products it has or will have at its disposal for whatever reason and for all claims it has or may have against the Other Party with respect to any person requiring delivery thereof. The Other Party undertakes that, if this situation arises, it will fully cooperate with SPG in this respect.
- 18.6 SPG has a right of retention on all that SPG has at its disposal of the Other Party, for all that is owed to it by the Other Party. This applies to both outstanding (due and payable) and future claims. This furthermore applies to damages with regard to the setting aside and/or termination of the agreement(s) concluded

between SPG and the Other Party, irrespective of which party invoked the termination. This also applies to all claims, whether or not relating to the agreement concluded between SPG and the Other Party.

- 18.7 The Other Party will furthermore store and mark these products so that these are easily identifiable as products of SPG delivered subject to retention of title and insure them against usual risks.
- 18.8 The Other Party will immediately inform SPG if the products are damaged or lost, or if they are attached or claimed by third parties. On SPG's demand, the Other Party will inform SPG of the whereabouts of the products.
- 18.9 The products may immediately be reclaimed by SPG if the Other Party fails to fulfil its obligations or if SPG has reason to assume that the Other Party will fail to fulfil its obligations. The Other Party hereby irrevocably authorizes SPG to pick up the products and to remove them from the place at which they were located. The Other Party will furthermore make every effort necessary within the specific framework to reclaim the products. The costs of reclaiming the products will be charged to the Other Party.

ARTICLE 19. TERMINATION OF THE AGREEMENT

- 19.1 SPG is entitled to terminate the Agreement in full or in part or to suspend its obligations under the Agreement or any other agreement with the Other Party, with immediate effect and without the intervention of the court, with the exception of SPG's other rights (for example, to performance and/or damages, if:
- a. the Other Party violates any provision of the Agreement or these General Terms and Conditions;
 - b. the Other Party applies for moratorium of payment or moratorium of payment has been granted;
 - c. the bankruptcy of the Other Party is petitioned or pronounced;
 - d. the company of the Other Party is shut down or wound up;
 - e. creditors of the Other Party are offered an arrangement;
 - f. attachment is levied on a considerable part of the Other Party's business assets;
 - g. the Other Party's company or a considerable part thereof is sold to a third party.
- 19.2 If one of the situations in Article 19.1 occurs, any claim by SPG against the Other Party will be immediately due and payable, without SPG being bound to any payment or guarantee and SPG will be entitled to reclaim all products. The Other Party will cooperate in full in this respect.

ARTICLE 20. APPLICABLE LAW AND COMPETENT COURT

- 20.1 If there is a discrepancy between the Dutch-language and English-language version of these Terms and Conditions, the Dutch-language version will prevail.
- 20.2 Dutch law is exclusively applicable.
- 20.3 The Vienna Sales Convention (CISG) is not applicable, nor any other international regulation of which exclusion is allowed.
- 20.4 All disputes ensuing from or connected with these General Terms and Conditions, an offer and/or an Agreement or agreements arising therefrom, will be heard exclusively by the competent court in the district of Limburg.
- 20.5 SPG may deviate from this jurisdiction rule and may apply the statutory jurisdiction rules.