

## Terms & Conditions of Purchase



### 1. DEFINITIONS & INTERPRETATIONS:

1.1 In these Terms the following words shall have the following meanings:

1.1.1 The "Company" means the limited liability company Robin Radar Systems B.V. whose registered office is at Laan van Waalhaven 355, 2497 GM The Hague, the Netherlands, and with the Chamber of Commerce registration number, 27371517;

1.1.2 "Contract" means i) these Terms, ii) the Request for Quotation and iii) the purchase order relating to the agreement between the Company and the Supplier. Should the terms of the Request for Quotation deviate from the terms of the purchase order, the terms of the Request for Quotation prevail over the terms of the purchase order;

1.1.3 "Supplier" means the person, firm or corporate entity who has offered or sold Goods as hereinafter described on agreed terms and conditions to the Company;

1.1.4 "Goods" means and shall include any and all services, goods, machinery, tools or equipment supplied by the Supplier to the Company;

1.1.5 "Quotation" means the offer made by Supplier to the Company;

1.1.6 "Terms": the present Terms (Terms and Conditions of Purchase) which apply to the Contract;

1.2 Reference to the singular shall include the plural, the masculine shall include the feminine, the whole shall include the part, the personal shall include the corporate and in all cases vice versa, as if they were set out separately and traversed seriatim.

### 2. BASIS OF PURCHASE:

2.1 These Terms & Conditions of Purchase are applicable to all legal relationships in which Company functions as (potential) buyer of products or services from a third party hereinafter to be referred to as Supplier.

2.2 Departures from these Terms & Conditions of Purchase are only valid when Company has accepted these in writing. The general terms and conditions of the Supplier, in whatever name or form, will be explicitly excluded.

2.3 No addition, alteration or substitution of these Terms will bind the Company or form any part of any Contract unless they are expressly accepted in writing by a person authorized to sign on the Company's behalf.

2.4 The Supplier shall at its own expense supply the Company with all necessary data or other information relating to the Contract, within sufficient time to enable the Company to obtain the Goods in accordance with the Contract. The Supplier shall ensure the accuracy of all such information provided. If there are mistakes and/or obscurities in the order and/or contract documents, the Supplier should inform Company immediately.

2.5 A request for a quotation from Company is not binding to Company. The offer which has been given is considered to be an irrevocable offer. Company is not required to compensate for the costs of an offer.

2.7 Company has the right to cancel an order up to the moment at which the Supplier accepts the order. Company is not bound to offer an order to anyone.

### 3. PRICE AND PAYMENT:

3.1 The agreed price includes all preparation work, expenses and taxes, excluding VAT, and is not subject to change.

3.2 Unless otherwise agreed in writing all prices given by Supplier to Company are Delivery Duty Paid (Incoterms), and where the Company agrees to receive the Goods otherwise than at the Company's premises the Supplier shall accept the alternate location as the delivery address.

3.3 Payment will be made within sixty days of the date on which the Supplier finishes the execution of the work to which he had been contracted and when this work has been accepted by Company, or within sixty days of receipt of the original invoice, whichever is later.

3.4 Company has the right to off-set and/or postponement of the payment of any amount, without legal intervention, in the event that it or any of its affiliated companies, on the basis of any title, will receive or has received an enforceable or non-enforceable claim against the Supplier or one of its affiliated companies.

3.5 Payment does not imply acceptance, and does not dismiss the Supplier from any obligations which it has towards Company.

3.6 The price for the Goods to be paid by the Company to the Supplier shall be paid in the currency Euro.

### 4. DELIVERY:

4.1 Unless indicated differently on the order, the Supplier will deliver the product at the office of Company during Company's normal working hours. At the delivery Company has the right to give directions with regards to the time and method of unloading, as well as the exact location on the premises.

4.2 Earlier delivery than agreed may take place only after prior written permission has been obtained from Company. Earlier delivery will not change the agreed time of payment.

4.3 The product should be properly packed according to its nature and method of transport.

4.4 Delivered goods which do not conform to the agreement can be returned by Company at the expense and risk of the Supplier or picked up at the expense and risk of the Supplier.

4.5 The Supplier is responsible for the removal or processing of packaging, dirt, litter and waste materials at his own expense. If Company so wishes, the used packaging will become property of Company.

4.6 Unless otherwise agreed upon in writing no partial deliveries will be accepted by Company.

4.7 By accepting the order, the Supplier acknowledges that the time referred to on the order is essential for Company.

4.8 As soon as the Supplier finds it will exceed a deadline, he will immediately inform Company in writing, stating the reason thereof. Without prejudice to the above, the Supplier will automatically, without proof of default, be considered in default if he exceeds the delivery or execution period concerning (part of) the fulfilment of his obligations.

4.9 The Supplier becomes liable to Company for an immediately payable fine of 0.5% of the agreed total cost for every calendar day that this period is exceeded, subject to a maximum of 10% of the total cost. This fine supplements Company's right to claim compensation.

## 5. DEFAULT

5.1 Every shortcoming in the compliance of the Supplier to his obligations, including events such as the Supplier's bankruptcy, suspension, seizure or liquidation, gives Company the right, without legal intervention or proof of default, to unilaterally partially or fully dissolve the agreement or postpone payment, and/or order the Supplier to re-do or undo the work at his own expense and risk, or to accept that Company or a third party re-does or undoes the work at the expense and risk of the Suppliers. This right is applicable regardless of the seriousness of the shortcoming.

5.2 The rights referred to in section 1 will apply without prejudice to the possible other rights to which Company is entitled, such as the right to the payment of damages.

## 6. POSTPONEMENT

6.1 At all times, Company is allowed to partially or wholly postpone the execution of the agreement, and to order the Supplier to interrupt the fulfilment of his obligations for a period of time to be determined by Company. If the postponement can be fully attributed to Company, Company will compensate the Supplier for actual, provable and reasonable direct expenses.

6.2 The Supplier is obliged to limit the damages which occur through postponement as much as possible by taking suitable action.

6.3 If the postponement has taken longer than one calendar month, Company has the right to end the agreement, taking into account the conditions referred to in the second sentence of section 1.

## 7. MATERIALS WHICH HAVE BEEN MADE AVAILABLE

7.1 Materials, equipment, drawings, parts and all other goods which have been made available by Company for the execution of the agreement remain property of Company and should be returned after the work has been finished in at least the same state in which they were made available. The Supplier is not allowed to make these goods, which remain the property of Company, available to a third party, unless it is for the specific purpose of executing its obligations towards Company.

7.2 Until the goods mentioned in section 1 are returned to Company, the Supplier will be liable for these goods.

## 8. INSPECTION

8.1 Before the completion and delivery of the end product, and without incurring costs for Company, the Supplier will carefully check whether the end product has been made to match what has been described in the agreement. If the end product does not match the order, the supplier will immediately inform Company in writing. In this event, the Supplier should immediately take any action necessary to make sure that all regulations and terms of the order are nevertheless met.

8.2 Company will always have the right, but is under no obligation, to have the method of execution of the agreement inspected. To do so it may take any actions which it considers reasonable. This includes inspection of the location at which the work is wholly or partly carried out, together with an (accountant's) check of the accounts.

8.3 The execution or non-execution of an inspection by Company does not release the Supplier from any liabilities.

## 9. RISK AND PROPERTY:

9.1 The ownership of (part of) the end product transfers to Company as soon as (part of) the product is made available to Company.

9.2 Until the time of the delivery, the Supplier remains liable to Company for all damages which are the result of damage and/or injuries caused by the product and/or the result of damage to or the perishing of a product, without prejudice to the other regulations in these conditions.

## 10. WARRANTY AND TITLE:

10.1 The Supplier guarantees that the fulfilment of his obligations:

10.1.1 Is in full, and suitable for the purpose for which the product or work is to be used. The Supplier will have been informed of this purpose, or will be able to deduce the purpose from the nature of his assignment;

10.1.2 Complies fully with the demands referred to in the order, specifications, descriptions and/or other documents;

10.1.3 Complies with any reasonable expectations which Company may have.

10.1.4 Complies with the legal requirements, such as safety, health, welfare and environment;

10.1.5 Is of the highest quality and that, where applicable, only professional personnel will be employed and only new materials will be used.

10.2 The Supplier will provide Company with a guarantee against any visible or invisible defects in all delivered products for a period of 24 months following delivery of this product. If any defects are found, the work will be remedied within seven calendar days. The guarantee period will be increased by a period equal to the period(s) during which the products have not been used or have not been able to be used fully because of a defect or fault. The guarantee period re-commences for goods which have been provided as a replacement and for replaced or repaired parts of these goods, also including parts of goods which can be influenced by the replacement of repaired parts.

10.3 If a defect occurs during the guarantee period, Company has the right to either return the goods and demand immediate repayment for these particular goods, or demand that the goods involved are replaced or repaired.

10.4 All that has been determined in this article is valid without prejudice to Company's other rights.

#### 11. LIABILITY:

11.1 The Supplier is liable for, and will indemnify Company against, any claim for payment which concerns damages which are directly or indirectly caused by the non-execution, untimely execution or improper execution of the agreement, or violation of any other contractual or non-contractual obligations towards Company or third parties contracted by Company, irrespective of any joint responsibility of Company or a third party.

11.2 The Supplier will make sure that his contracted third parties are bound to the same obligations as the Supplier.

11.3 The Supplier waives every damage claim, or right of recourse to which it is entitled against Company or third parties which have been contracted by Company, and the Supplier indemnifies Company and third parties contracted by Company against damage claims from third parties which have been contracted by the Supplier. This clause does not apply when Company has caused the damage deliberately or by gross negligence.

#### 12. INTELLECTUAL PROPERTY AND INDEMNITY:

12.1 All rights of intellectual property which are related to the Goods go to Company.

12.2 The Supplier guarantees that, to the largest extent, the implementation and use of the end product will not infringe any patents, trademarks, models, drawings, copyrights, trade names or any other absolute right of any third party, and the Supplier will indemnify Company and third parties on its side, and pay full damages concerning all claims and the expenses of a defense against them. The Supplier will make sure that the third parties which he contracts will conform to the same obligations.

12.3 The Supplier notifies the Company as soon as reasonably possible in writing of any action actual or threatened against it.

#### 13. CONFIDENTIALITY:

13.1 Both the Company and the Supplier shall keep confidential and shall not without the prior consent in writing of the other disclose to any third party any technical or commercial information which it has acquired from the other as a result of discussions, negotiations or other communications between them relating to the Goods. If this regulation is breached, Company will fine the Supplier EUR. 10,000, immediately and without legal intervention, with an additional EUR 1,000.- for every day that the breach continues.

13.2 All copyright, design right, know-how or other intellectual property rights created by or used by the Company in relation to the Contract shall remain vested and belong absolutely to the Company. Any drawings, designs and/or proposals submitted by the Company for approval shall remain the property of the Company and shall be treated by the Supplier as strictly confidential and shall not be divulged to third parties without the Company's prior written consent.

14. CANCELLATION AND TERMINATION:

14.1 The Supplier shall not without the prior written consent of the Company be entitled to cancel the Contract and if the Supplier purports to do so it shall indemnify the Company for all losses, costs and expenses incurred by the Company in relation to the Contract.

14.2 If the Supplier is not able to adhere to his commitments because of circumstances beyond his control, such as war, earthquake, national strike, or other unforeseen circumstances beyond the Supplier's control (excluding, but not limited to, problems with supplies, specific strikes at the Supplier's, and transport problems), the Supplier is obliged to inform Company within one calendar day in writing, after which the fulfilment of the obligations will be postponed for the duration of the Force Majeure.

14.3 After the force majeure has lasted for two calendar weeks, Company has the right to fully or to partially dissolve the agreement.

15. RETURNED GOODS:

15.1 Goods can be returned, after prior written approval of the Supplier.

15.3 Return Goods will be securely packed to reach the Supplier without damage.

15.4 Reasonable costs incurred by the Supplier to put the returned Goods in a saleable condition can be discussed with the Company.

15.5 A maximum of twenty five percent (25%) restocking fee can apply to all returned Goods.

16. GENERAL CONDITIONS:

16.1 No waiver by the Company of any breach of the Contract by the Supplier shall be considered as a waiver and any subsequent breach of the same or any other provision.

16.2 The Company is a member of a group of companies and accordingly the Company may perform any of its obligations or exercise any of its rights hereunder by itself or through any other member of its group.

16.5 The Supplier is not entitled to subcontract the whole or any part of its obligations under the Contract to any third party, unless approved by the Company to the Supplier in writing, but any subcontract shall not relieve the Supplier of its obligations hereunder.

16.5 If any provision of these Terms is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provisions in question shall not be affected.

16.6 From this Contract applicability of the Vienna Sales Convention (CISG) (11 April 1980) is excluded.

16.7 The Supplier will ensure that, where his employees are concerned, the legal contributions to Social Insurances and Income Tax are deducted and taken care of.

16.8 The Supplier indemnifies Company against any liability towards the Trade Associations and Inland Revenue concerning premiums and taxes outstanding for employees.

16.9 The Contract shall be governed by and construed in accordance with Dutch law. All disputes arising in connection with this Contract, or further agreements or contracts resulting thereof, shall be submitted to the competent court in The Hague, the Netherlands.