

GENERAL TERMS AND CONDITIONS

Article 1 General

- 1.1. These general terms and conditions will apply to all agreements which the private limited company, **UNIS ONDERHOUD B.V.** (hereinafter: "Unis"), registered at Grou, concludes with another party (hereinafter: "the other party"). Deviations to these terms and conditions are possible in mutual consultation, yet can only be made in writing.
- 1.2. The applicability of the general terms and conditions of the other party is explicitly excluded.

Article 2 Offers

- 2.1. All offers made by Unis are free of obligation, unless explicitly agreed otherwise.
- 2.2. An agreement will only be concluded if Unis has confirmed an order in writing or has executed it.
- 2.3. In deviation from the provisions of article 2.2, Unis is entitled to refuse to make repairs to electronic devices (even if they have been sent) if, during inspection, it appears that repair is not possible.
- 2.4. Amendments and additions to the agreement concluded with Unis will only be binding if these amendments and/or additions have been agreed in writing.

Article 3 Execution of the agreement

- 3.1. Unis will make every effort to execute the agreement concluded as well as possible and within the time periods stated in the agreement. If (timely) execution is not possible, Unis will inform the other party of this as soon as possible. Unis will not be in default solely due to the time periods stated in the agreement expiring.

Article 4 Prices and payment

- 4.1. Unless explicitly agreed otherwise, Unis will charge its usual prices for items sold and the work it has carried out.
- 4.2. Unless otherwise agreed Unis will carry out repair orders at fixed prices. These fixed prices will be charged based on the "no cure, no pay" principle.
- 4.3. In the event of "rush orders", Unis will charge its normal fixed price as well as a rush surcharge. With regard to the fixed price which applies to the rush order, the "no cure, no pay" principle laid down in article 4.2 will apply. The rush surcharge applying for the rush order must always be paid, even if the repair does not result in the desired result. As well as the aforementioned fixed price and the rush surcharge, Unis will also charge the hours needed for the repair for rush orders at the usual Unis hourly rate (depending on the time of day). Rush orders in the meaning of this article must be seen as all orders which must be dealt with by Unis within 48 hours and, furthermore, all orders in respect of which Unis has agreed with the other party that they must be qualified as rush orders.
- 4.4. If in deviation from article 4.2 it is agreed that a repair shall not take place based on a fixed price, Unis will charge the usual prices based on subsequent costing (hours worked and materials used). The other party will owe the price calculated on the basis of subsequent costing, even if the repair did not have the desired result.
- 4.5. If a price has been agreed and the execution of the agreement by Unis requires

more time or results in more costs than reasonably could have been expected due to more expensive parts being needed for the repair, or if the other party provided unsubstantial information, or because changes were made to the original agreement after the conclusion of the agreement, Unis is entitled to increase the agreed price by a reasonable amount.

- 4.6. In accordance with article 4.5, Unis will inform the other party of a price increase in advance. The other party is authorised in such a case to dissolve the agreement with Unis within fourteen (14) days after the notification has been made.
- 4.7. All prices stated by Unis do not include VAT.
- 4.8. Unis is entitled, prior to the execution of the agreement, to request advance payment of the (expected) price. In addition, Unis is entitled to send interim invoices during the term of the agreement.
- 4.9. All invoices sent by Unis must be paid within fourteen days after invoice date, unless otherwise stated on the invoice or otherwise agreed. In the event of delayed payment, the other party will be in default by operation of law without further notification of default being required. During the default of the other party, Unis is entitled to interest payments of 1.5% per month on the outstanding amount. In addition, it is entitled to compensation for the extra-judicial collection costs incurred, which are fixed at 15% of the outstanding amount, unless the actual costs were higher.
- 4.10. With regard to the invoices sent by Unis, the other party cannot have recourse to suspension or offsetting.

Article 5 Cancellation

- 5.1. The other party can only cancel an agreement already concluded after written consent from Unis.
- 5.2. If the other party cancels, in part or in full, an order given to Unis in accordance with article 5.1, it is obliged to compensate Unis for all costs incurred and to purchase any parts and/or materials already ordered by Unis. Unis is also entitled in such a case to request compensation from the other party for earnings lost by Unis.

Article 6 (Non) Observance

- 6.1. If the other party believes that Unis is not correctly observing its obligations pursuant to the agreement, the other party must give Unis notice of default within three (3) months after the invoice date of the final invoice sent as part of the agreement. If the other party does not make notification of default within this term, all rights of the other party with regard to non-observance will lapse.
- 6.2. In no event can shortcoming in the observance of a commitment be attributed to Unis if this shortcoming is the result of natural disasters, wars, strikes, accidents, blocking of traffic, stagnation of delivery by public utility companies, fire, machine breakages, non-delivery of necessary materials by third parties, intent or (gross) negligence of helpers, international or national armed conflicts and preparations for such, measures taken by domestic or foreign governments and other similar circumstances.
- 6.3. Without prejudice to the provisions of paragraphs 1 and 2, complaints about immediately visible defects with regard to the items delivered or repaired by Unis must be made in writing to Unis within ten (10) days after the delivery thereof. Failure to make such notification will result in the lapsing of all rights of the other

- party in the matter.
- 6.4. If the other party is of the opinion that Unis has not (properly) observed its obligations pursuant to the agreement, without prejudice to the provisions of 6.1 to 6.3, it is obliged at all times to return the repaired items to Unis, in order to give Unis the opportunity to properly observe its obligations. If the other party does not meet this obligation, all rights with regard to observance will lapse.
 - 6.5. If the items repaired by Unis are sent back to Unis within three (3) months after completion of the repair because Unis has not repaired the items correctly and Unis establishes that the repair was indeed not carried out correctly Unis, will carry out the repair in question again and free of charge.

Article 7 Retention of title

- 7.1. Unis retains title to the items produced and/or supplied by it until the other party has paid to Unis all that it owes for supplied items or items to be supplied subject to an agreement with Unis, and the other party has observed any obligations with regard to work carried out by Unis or obligations to compensate for damage in full.
- 7.2. The other party is obliged to keep the items supplied by Unis separate and to mark them in such a way as to make it clear that these items came from Unis. If the other party does not meet this obligation, all items present at the premises of the other party which correspond to items such as those supplied by Unis will be assumed to have been delivered by Unis and will fall under the retention of title laid down in paragraph 1.
- 7.3. The other party is obliged to insure the items delivered by Unis against the usual hazards (including fire, explosion and water damage, and theft). All claims from the other party against its insurers will be pledged to Unis by the other party as additional security for the claims of Unis against the other party, as soon as Unis informs the other party that it wishes such.
- 7.4. With regard to items for which the title has been transferred to the other party as a result of payment but which are still in the possession of the other party, now for then Unis hereby retains a right of pledge as additional security for claims which Unis has for whatever reason against the other party.
- 7.5. Items encumbered by the retention right of Unis may only be sold on by the other party as part of its normal business practices. If the other party resells the items concerned in this way, it is obliged to pledge the claims which it acquires against third parties as a result of these deliveries to Unis at Unis' first request as additional security for the claims which Unis has against the other party for whatever reason. The other party is not permitted to transfer or pledge the claims which it has against third parties from these deliveries, unless it has received permission from Unis to do so. The authority to sell on as referred to in this paragraph ends as soon as Unis sends the other party notification to this effect, and ends in any case as soon as the other party is in a state of bankruptcy or has been granted a moratorium of payments.
- 7.6. In the event the other party does not observe its obligations towards Unis or there is a substantiated reason to fear that it shall not do so, Unis is entitled to remove or have removed items encumbered by the right of retention from the other party or third parties who are keeping the items for the other party. The other party must provide Unis with its full cooperation, lack of which will result in a penalty due on demand from the other party to Unis of 10% of that which is owed by the other party for each day that the other party remains in default with regard to lending Unis its cooperation.

- 7.7. In the event that third parties wish to establish rights or apply them to items encumbered by the right of retention of Unis, the other party undertakes towards Unis that Unis will be informed of this immediately and the third parties in question will be informed about the retention of title of Unis.
- 7.8. The other party undertakes towards Unis to provide full cooperation for all measures which Unis wants to take with regard to protecting its retention of title with regard to the items.
- 7.9. If the retention of title of Unis is lost, whether by operation of law or not, now for then an undisclosed pledge will be established on the items concerned for Unis. This right of pledge will remain on the items until the other party has met its payment obligations towards Unis. The other party undertakes insofar as necessary to provide all cooperation needed to establish the right of pledge referred to in this paragraph.

Article 8 Delivery and transfer of risk

- 8.1. Deliveries by Unis take place carriage-paid unless agreed otherwise. For deliveries concerning rush orders, as defined in article 4.3, the costs of the delivery are for the expense of the other party.
- 8.2. Unis will choose the means of transport by which the deliveries referred to in paragraph 1 take place. Delivery takes place at the address provided in advance by the other party.
- 8.3. The risk of the items delivered, repaired or produced by Unis is transferred to the other party at the time of delivery.
- 8.4. Also during the period in which, in accordance with article 7, Unis has a retention right on the items referred to in paragraph 2, the risk of the items is for the other party.

Article 9 Intellectual property

- 9.1. The other party guarantees that by executing a repair order, Unis does not infringe any intellectual property right of third parties and that carrying out this work is also not unlawful towards any third party. The other party indemnifies Unis for all claims from third parties in this matter.
- 9.2. If Unis suspects that rights of third parties are being infringed as referred to in the first paragraph, it is entitled to either suspend the observation of its obligation pursuant to the agreement until it can be conclusively proved that no infringement of rights of third parties is taking place, or to dissolve the agreement. In both cases, Unis does not owe damages to the other party and the costs incurred by Unis are for the expense of the other party.
- 9.3. If (new) intellectual property rights arise during the execution of the agreement by Unis, these will be vested in Unis.
- 9.4. The intellectual property rights to the items developed and/or sold by Unis are vested in Unis. The other party undertakes not to infringe on these rights and will owe damages if such an infringement does take place.
- 9.5. Unis will grant the other party a non-exclusive and non-transferable user right with regard to the intellectual property rights referred to in paragraphs 3 and 4.

Article 10 Liability

- 10.1. Unis does not guarantee that the repairs it carries out will provide a solution to the other party's problems. Unis is not liable if the repairs carried out do not resolve the problems.
- 10.2. Unis can never be liable towards the other party for an amount higher than the price which the other party owes to Unis as part of the agreement in question.
- 10.3. Unis will never be liable for an amount higher than that compensated by its liability insurer.
- 10.4. Unis is not liable for damage caused by its own conduct, nor that of its employees and/or persons brought in by it, unless gross negligence or intention can be attributed to Unis itself or to its managing subordinate(s).
- 10.5. Unis is not liable for damage resulting from a defect and/or defects in items supplied to Unis which were sold on to the other party, unless and insofar as Unis can recover the damage from its supplier.
- 10.6. Unis will never be liable for consequential damage and/or pure financial loss.

Article 11 Amendments to the general terms and conditions

- 11.1 Amendments to these general terms and conditions or additions thereto only apply insofar as they are agreed in writing.
- 11.2 If one or more provisions of these general terms and conditions appears or appear to be void, the other provisions will remain in force.
Parties will consult mutually on the void provision or provisions in order to establish a replacement provision or provisions which in content and purpose is or are as close as possible to the void provision or provisions.

Article 12 Termination of the agreement

- 12.1. Unis is entitled to unilaterally dissolve the agreement with the other party by means of a registered letter if:
 - the other party is declared bankrupt;
 - the other party has applied for a moratorium of payments
 - the (legal entity of the) other party is dissolved;
 - Unis is unable to observe its obligations as a result of force majeure.

Article 13 Applicable law and court having jurisdiction

- 13.1. Dutch law shall govern this agreement and all agreements and disputes which arise from it.
- 13.2. All disputes concerning the agreement and all disputes which arise from it will be heard exclusively by the court having jurisdiction within the district of Leeuwarden.