

GENERAL DELIVERY AND PAYMENT CONDITIONS

ICP CABLES B.V. AND ICP SYSTEMS B.V., BOTH HAVING THEIR REGISTERED OFFICE IN WENUM WIESEL, THE NETHERLANDS

Article 1. Applicability

1. These general conditions apply to all offers and to all agreements and/or other contracts or documents, however named, with the above-mentioned ICP Cables B.V. and/or ICP Systems B.V.
2. Whenever the term "buyer" is used in these general conditions, this refers to all natural and legal persons or partnerships who/which have a (pre)contractual relationship with us by virtue of an agreement (to be) concluded with us, as well as those at whose request and expense goods and/or services are delivered.
3. The provisions of these general conditions may only be deviated from if and in so far as this was expressly agreed upon in writing.
4. If the buyer also refers to (his or) other general conditions, those conditions do not apply. The buyer expressly waives the applicability of his or other general conditions.
5. Whenever "delivery" or "delivery of goods" is specified in these general conditions, this also refers to services and activities, of whatever nature, carried out by us.

Article 2. Offers; Conclusion of the Agreement

1. All our offers should be regarded as invitations to potential buyers to make an offer. They therefore do not bind us in any way, unless an offer expressly and unequivocally determines the contrary in writing in. An order which is placed with us qualifies as an offer, which is not deemed to have been accepted by us until after written confirmation on our part (what is referred to as the "order confirmation") and effectuates the agreement. Any supplementary agreements and/or promises made by our staff members or made on behalf of us and/or by other persons acting as representatives only bind us if these agreements and/or promises are confirmed in writing by (one of) our director(s) who has/have representative authority.
2. The content of offers submitted by us, including the items referred to in paragraph 3, first sentence, as well as any appendices and documents related to our offers, remain our property; they must be returned to us at our request and may not be copied and/or given to third parties without our express written permission. We also reserve all rights which exist by virtue of intellectual and industrial property.
3. If we divulge or provide a design, drawing, model, sample, description, example, colour specifications, dimensions, weights and/or other descriptions, we only do so for the purpose of illustration, unless we have expressly stated otherwise. The properties of the deliverable goods may differ from the sample or example. The buyer may not derive any rights from this, unless it has been explicitly stated that delivery will be made accordingly.

Article 3. Prices

1. The prices, rates and amounts we specify exclude turnover tax and, unless otherwise expressly agreed upon in writing, exclude packaging costs, transport costs, insurance costs and other costs.
2. The prices specified in offers, order confirmations and agreements are based on the cost factors applicable at the time the agreement was concluded, such as exchange rates, manufacturer's prices, the prices of (raw) materials, wage and transport costs, insurance premiums, taxes, import duties and other government levies.
3. We reserve the right to pass on any increases in one or more cost factors to the buyer if these increases occur after the day on which the agreement was concluded but before the day of delivery. In that case, we also have the right to declare the agreement terminated, wholly or in part, without judicial intervention being required.

Article 4. Delivery and Delivery Periods

1. The specified delivery periods commence on the day on which the agreement is concluded, provided that we have all the information we need to execute an order. The specified delivery periods are estimates and should never be regarded as strict schedules, unless otherwise expressly agreed upon in the individual agreement.
2. Unless the order confirmation states otherwise, goods will be delivered ex-factory. Actual delivery of the goods will take place at the buyer's risk and expense. We will handle (inward) clearance, but this will be charged to the buyer.
3. Unless the buyer arranges his own forwarding agent, we will arrange shipment of the goods with forwarding agents in what we consider to be the best possible way at the buyer's risk and expense.
4. If the buyer requests that goods be delivered in an uncustomary manner, we will charge the associated costs to the buyer.
5. If delivery is made in consignments, we have the right to regard each delivery as a separate transaction.
6. The buyer is obliged to take delivery of the purchased good(s) within the agreed period, failing which the buyer will be obliged to pay us a penalty of 10% of the sale value of the purchased good(s) (incl. VAT), with a minimum of €250.00 and without prejudice to the right to full compensation and/or performance.
7. The buyer is obliged to check the good(s) immediately upon delivery for any defects and/or visible damage. The buyer is obliged to specify (or have specified) any defects and/or damage to the good(s) which were present on delivery on the delivery note, invoice and/or transport documents, failing which he will have been deemed to have approved that which has been delivered.
8. The buyer does not have the right to return the goods without a valid reason. Any costs associated with return shipment will be charged to the buyer. We are free to

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store returned goods with third parties at the buyer's risk and expense.

9. If the buyer fails to take delivery of the goods after the delivery period expires, they will be stored at his disposal, at his risk and expense. Any such expenses will be charged to the buyer immediately. We also have the right to sell the goods after we have demanded by registered letter or bailiff's notification that the buyer take delivery and make payment within 48 (forty-eight) hours, all this at the buyer's risk and expense and without being liable for any damage incurred by the buyer.

Article 5. Information Provided; Complaints

1. The buyer guarantees the correctness and completeness of, and is responsible for, the information he has provided to us. With regard to the information, dimensions, colour-fastness, etc. provided in our offer or that which, in accordance with Article 2, paragraph 2, forms part thereof, the buyer must take account of the usual tolerance and minor changes in the goods delivered by us. More specifically, this applies to discrepancies in the agreed quantity; the buyer should take the usual tolerance into account here also. Therefore, if and in so far as this concerns minor differences in measure and quantity and minor deviations, the goods delivered by us are allowed to differ from the description in an order.
2. The buyer must make any complaints related to defects in goods and/or services which are observable upon delivery known to us within 8 (eight) days of delivery (or within 8 (eight) days of the invoice date). This must be done in writing, giving a clear and precise description of the complaint and specifying the invoice on which the goods concerned were invoiced. The buyer is obliged to promptly carry out a careful inspection.
3. Any rights of claim of the buyer relating to defects in the goods delivered by us will lapse if:
 - a. the defects have not been made known to us within the periods and/or in the manner specified in paragraph 2 above;
 - b. the buyer does not cooperate (sufficiently) in examining the merits of the complaints;
 - c. the buyer did not properly set up, handle, use, store or maintain the goods or used or handled the goods in situations or for purposes other than those we envisioned;
 - d. the guarantee period specified in the individual agreement has expired or, if such a period has not been set, the complaints were not expressed until more than 2 (two) months had passed since the delivery date.

Article 6. Guarantee and Liability

1. The guarantee regarding delivered goods is identical to the one the manufacturer, supplier or importer provides us with but will always be limited to defects which are the direct result of manufacturing defects and defective materials. We refer to the enclosed guarantee certificates (if these exist).
2. Defects resulting from normal wear and tear, improper use or handling or uses other than those for which a delivered good is intended, or defects which occur following adjustments, repair work or processing by third parties are not covered by the guarantee and do not give rise to any liability on our part. Following adjustments or repair work by us, the guarantee period will not start again but will continue to run until the end of the original guarantee period.
3. In the event that a defect occurs within the guarantee period referred to in paragraph 1 which did not result from one or more circumstances referred to in paragraph 2, but from the quality of the delivered goods concerned, the soundness of which to be determined by us, we have the discretionary right to:
 - a. repair the defect free of charge;
 - b. deliver replacement goods or parts upon receipt of the defective goods or parts;
 - c. completely or partially terminate the agreement without the necessity of court proceedings, upon repayment of the received purchase/credit amount of the invoice issued to the buyer, if and in so far as the purchase sum, invoice and agreement relate to the defective goods.
4. If the buyer carried out repair work and/or made changes to the goods (or had this work carried out or these changes made) without our express prior written permission, any obligations (under the guarantee) will lapse.
5. With the exception of any obligations arising from the above, we will never be obliged to pay compensation to the buyer and others unless there was intent or wilful recklessness on our part, for which the burden of proof lies with the buyer. We are also not liable for any consequential damage or trading loss, direct or indirect damage, however named, including loss of profits and loss owing to stoppage, which was incurred by the buyer and/or his employees and which arose with or was caused by those in his employ or third parties, as a result of complete or partial (re)deliveries of goods, delayed or faulty delivery, or the non-delivery of goods or the goods themselves.
6. If we are liable, the compensation due will always be limited to no more than the amount of the payment (to be) made by our insurer. If the insurer does not provide cover or make payment, our liability will be limited to a one-time amount of the invoice amount of the delivered goods (ex VAT), or at least that part of the delivered goods on which the liability is based.

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7. The buyer indemnifies us against any third-party claims, of whatever nature and to whatever extent, resulting wholly or in part from (the use of) the goods we delivered to the buyer or goods of which they have become a part or in which they have been incorporated, irrespective of whether the damage arose as a result of assembly and/or manufacturing faults or other causes. In any event, "third parties" is understood to mean, but is not confined to, other parties (directly or indirectly) engaged by or on behalf of the buyer to carry out his activities, parties for whose benefit the buyer has (directly or indirectly) carried out activities, the buyer's clients and other natural or (legal) persons who have come into contact with the goods we delivered through the buyer.

Article 7. Retention of Title; Security

1. Any goods delivered by us remain our property until payment is made in full for all that which the buyer is obliged to pay us in respect of, in connection with or as a result of the goods we delivered.
2. We have the right to demand security from the buyer for the fulfilment of his obligations, e.g. in the form of a bank guarantee, down payment or pledge. If this situation arises, the buyer will undertake to cooperate as much as necessary for this purpose.
3. The buyer will not be unable to pledge the goods delivered to him to third parties (with effect on property rights) until they have been paid in full, to establish a non-possessory right of pledge or to establish any other real or personal right on these goods for a third party other than in connection with his normal business activities. In that case, the buyer is obliged to immediately hand over the received money to us, or, if they were not sold for cash payment, immediately assign the received claims to us, failing which the buyer will be obliged to pay us a penalty of 10% of the sale value of the purchased good(s) (incl. VAT), with a minimum of €250.00 and without prejudice to the right to full compensation and/or performance.
4. If, as a result of processing by the buyer, our title to the goods we delivered is lost, the buyer is obliged to immediately establish a non-possessory right of pledge on our behalf on the goods which result from processing, failing which the buyer will be obliged to pay us a penalty as described in paragraph 3 above.
5. We have the right to take possession of goods which are held by a buyer (or third parties) but which belong to us as soon as we can reasonably assume there is a real likelihood of the buyer not fulfilling his obligations. The above does not affect our rights issuing from ordinary law: in particular, we also retain the right to claim compensation from the buyer after taking possession of the goods.
6. The buyer is obliged to take out fire and theft insurance for the unpaid goods and, at our request, to show us this

insurance by providing a copy of the policy (conditions) concerned.

Article 8. Intellectual and Industrial Property Rights

1. The content of any offers submitted by us, including designs, drawings, models, samples, descriptions, examples, pictures, etc., as well as any appendices and documents relating to our offers, will remain our property and must be returned to us at our request and may not be copied and/or given to third parties without our express written permission. In that regard, we also reserve all rights which exist by virtue of intellectual and industrial property.
2. All intellectual and industrial property rights to software, websites, data files, designs, equipment or other materials which we make available under the terms of the agreement are exclusively vested in us, our licensors or their suppliers. The buyer will only acquire the user rights which are expressly granted under these conditions and by law. Any other or further right of the buyer to reproduce, (sub)license or transfer user rights is excluded.
3. If it is ascertained at law that we breached the intellectual or industrial property right of a third party, we will - at our discretion - arrange the acquisition of a right of use for the buyer, deliver a functionally identical alternative or take back the delivered good(s) and refund the buyer after deducting a reasonable usage fee. Any other or further liability or obligation for us for breaches of intellectual or industrial property rights is excluded.

Article 9. Payment

1. Payment must be made in euros and without any form of offset, deduction or discount, unless otherwise expressly agreed upon in writing, and in cash at our premises or by payment into a bank account specified by us, in both cases immediately upon delivery of the goods concerned, at least within 14 (fourteen) days of the invoice date, unless otherwise expressly agreed upon in writing. In case of a bank transfer, the day our bank account is credited will be regarded as the day of payment.
2. If the buyer fails to make payment (in full) in time, he will be in default without a further notice of default being required. In that case, we will be entitled, if and in so far as there is sufficient coherence with the buyer's non-fulfilment, to suspend the fulfilment of all our obligations towards the buyer without prejudice to the other rights vested in us pursuant to the law.
3. We also have the right to demand cash payment before the goods are delivered or a guarantee for prompt payment for all the deliveries which have yet to be made. If the buyer fails to make payment (in full) in time, we also have the right to terminate the agreement without judicial intervention, whereby the buyer will be subject to the obligation to return the delivered goods, or to otherwise undo the performance we delivered, without prejudice to our right to compensation. If the buyer fails

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to make payment in time, he will be obliged to pay us, or the seller's credit insurer, without further notice on our part being required, from the due date to the day of payment in full, an interest rate equal to the statutory commercial interest plus 7% per year, calculated over the unpaid amount, which interest will be immediately due and payable without a notice of default being required. Any costs involved in collecting the invoiced amounts (including the extrajudicial collection costs) will be charged to the debtor. The extrajudicial collection costs will be charged, with a minimum of 15% of the payable principal sum, all excluding turnover tax. If we are obliged to conduct legal proceedings, we will recover all the costs, plus a reasonable fee for legal assistance, from the debtor insofar as such is possible. Moreover, any negative consequences resulting from a currency exchange loss or from late payment or non-payment will be at the buyer's expense, even if, in accordance with the provisions of his country, the buyer fulfilled his payment obligations in time, but circumstances or measures beyond his control led to the transfer being detrimental to us.

4. In accordance with article 6:44 paragraph 1 of the Dutch Civil Code, payments firstly go to reduce the costs specified in paragraph 3 above, then to reduce the interest due and finally to reduce the principal sum and accrued interest.
5. If the buyer's financial position seriously deteriorates after the agreement is concluded but before the goods are delivered, we have the right to desist, wholly or in part, from further execution of the agreement, or to demand that changes be made to the payment conditions.
6. The seller can assign the claims arising from his transactions to a credit insurer of his choice.

Article 10. Information and Cooperation by the Buyer

1. The buyer will promptly provide us with all the practical information required for the proper execution of the agreement and will cooperate fully. If, in order to cooperate in the execution of the agreement, the buyer deploys his own staff, this staff must possess the necessary knowledge and skills.
2. The buyer bears the risk of selecting, using and applying the goods used in his organisation and is responsible for a proper system administration and security. The buyer will ensure that the goods he uses satisfy our specifications.

Article 11. Confidentiality

1. Both parties guarantee that any information received from the other party which is or should reasonably be known to be confidential will remain confidential. Confidential information will be used exclusively for the purpose for which it was provided.
2. The buyer indemnifies us against any claims by persons whose personal details are registered or processed for the purposes of a register of personal data maintained by

the buyer or for which the buyer is otherwise responsible under the law, unless the buyer shows that the facts on which the claim is based can only be attributed to us.

Article 12. Force Majeure

1. In the event of force majeure, the buyer cannot claim performance or compensation from us, neither can he claim termination within a period of 2 (two) months. "Force majeure" is understood to mean any circumstances beyond our control which are such that we cannot reasonably be expected to execute the agreement (non-attributable failure in the performance). "Force majeure" is understood to mean war, disturbances and hostilities of whatever nature, blockade, boycott, natural disasters, epidemics, raw material scarcity, obstruction and interruption of the means of transport for whatever reason, breakdowns or strikes in our company and/or in supplier chain companies, import and export restrictions or bans, impediments resulting from measures, laws or decisions by international, national and regional (public) authorities.
2. If, as a result of force majeure, we cannot (properly) fulfil our obligation to supply (in time), we have the right to regard the (part of the) agreement (which has not yet been executed) as terminated, or to suspend it for a definite or indefinite period, this at our discretion. If, in our opinion, the force majeure situation is permanent in nature, the parties can come to an arrangement regarding the termination of the agreement and the consequences associated therewith.
3. We have the right to demand payment for the goods delivered before the situation causing the force majeure arose.
4. The party who finds that it has been affected by force majeure must inform the other party of this immediately.

Article 13. Applicable Law and Competent Court

1. The legal relationship between the parties is exclusively governed by Dutch law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded, unless parties explicitly agree otherwise.
2. Any disputes, of whatever nature, in connection with/arising from agreements concluded by us and deliveries made by us or the legal relationship between the parties will only be settled by the competent court in Zutphen, The Netherlands, or, at our discretion, by arbitrators of the Netherlands Arbitration Institute, the ICC International Court of Arbitration or any other institute of arbitration, though in any case the relevant arbitration proceedings will solely take place in The Netherlands. The buyer hereby waives all rights, on whatever ground, to raise any objections against the jurisdiction, location or competent court or arbitrators.