

DELIVERY CONDITIONS AIRTRACK FACTORY

Article 1 - General

- 1.1 In these conditions, AirTrack Factory B.V., established at Bijsterhuizen 1178, 6546 AS in Nijmegen, listed in the Trade register of the Chamber of Commerce under number 53120604, is referred to as the 'Supplier'.
- 1.2 In these conditions is indicated as 'Client' whomever enters into negotiations as a (future) buyer, client, etc. and/or concludes agreements with the Supplier regarding goods to be delivered and/or services to be provided and/or activities by the Supplier, also in case several (legal) persons act collectively.
- 1.3 Indicated by 'Consumer' in these conditions is the Client, being a natural person who does not (also) act from the exercise of a profession or business.
- 1.4 These conditions are applicable to all offers of the Supplier and to all agreements between Client and Supplier.
- 1.5 Applicability of the own conditions of the Client, or of other conditions, is emphatically rejected by the Supplier.
- 1.6 Deviations from and/or supplements to these conditions are only binding for the Supplier to the extent this has been confirmed by the Supplier in writing.
- 1.7 Nullity or the annulment of one or more provisions of these general conditions does not constitute an obstacle to the applicability of the remaining provisions. The Suppliers and the Client will in that case enter into consultations to replace the void or annulled provisions by provisions which are in line as much as possible with the purpose and tenor of the void or annulled provision respectively.

Article 2 - Offers

- 2.1 Every offer, including any possible associated descriptions and other information, of Supplier is non-committal and on condition of availability of the product, unless it is indicated otherwise by the Supplier. If a product is (temporarily) unavailable, the Client will be accordingly informed after the order is made.
- 2.2 The offer contains a complete and detailed description of the products and/or services on offer. The description is sufficiently detailed to enable an accurate assessment of the offer by Client. Supplier does not guarantee the manner in which the pictures of the products and/or services on offer are depicted on the information carrier of the Client. Apparent mistakes and/or errors in the offer are not binding for Supplier.
- 2.3 The descriptions and other information submitted by the Client for the purpose of issuing an offer to the Client are considered by the Supplier as guidelines for the agreement. Client guarantees the accuracy and completeness of the information provided by or on behalf of him to Supplier on which the Supplier has based his offer.
- 2.4 Along with the offer regarding an agreement, the following information is provided by Supplier:
 - a) the identity and the address of Supplier;
 - b) the most important features of the product;
 - c) the price of the product, inclusive of all taxes or the manner in which the price must be calculated;
 - d) to the extent applicable: the cost of delivery or the manner in which it must be calculated;
 - e) the manner of payment, delivery, or implementation of the agreement;
 - f) the delivery terms;
 - g) the possibilities and conditions for revoking the agreement, the term within which this right must be exercised, as well as the form with which revocation can be exercised;
 - h) the announcement that the cost of reshipping the products in connection with revocation must be borne by the Consumer;

- i) the circumstances under which the Consumer forfeits his right to revocation;
 - j) a reminder regarding the existence of the statutory guarantee that the delivered matter must correspond with the agreement;
 - k) a copy of the present conditions.
- 2.5 Every offer of the Supplier is based on delivery under normal circumstances.

Article 3 - Adoption of the agreement

- 3.1 The agreement is adopted after acceptance of the order of the Client by Supplier. Supplier has the right – within the legal framework – to refuse orders or otherwise to impose certain conditions on the agreement.
- 3.2 If the Client has passed the order by electronic means, the Supplier forthwith confirms reception of the order by electronic means as well as its possible acceptance. If the order was not made by electronic means, the Supplier will confirm acceptance of the order within 10 business days after receiving it, whereby the administration of the Supplier will be leading.
- 3.3 The Supplier will include with the product and/or service the following information for the Consumer:
- a) the identity and the physical address of the establishment of the Supplier where the Consumer can turn to with Complaints;
 - b) information about existing service after purchase and warranties;
 - c) the information included in article 2.4 of these conditions, unless Supplier has already provided this information to the Consumer before implementation of the agreement.
- 3.4 If the Supplier has committed himself to deliver a series of products and/or services, the provision in the preceding section is exclusively applicable to the first delivery.

Article 4 - Price

- 4.1 The prices listed for products and/or services are in euros, whereby it is indicated whether they are inclusive or exclusive of VAT, excluding other costs such as handling, transport, and shipping costs, any other possible taxes and/or levies, insurance, and installation, unless expressly agreed otherwise. All remaining costs are borne by the Client.
- 4.2 Price quotations exclusively regard the quantities indicated there and are only valid to the extent the matter offered is purchased in its entirety.
- 4.3 The applicable price is the price which is valid at the moment of adoption of the agreement. If at any moment afterwards, before the entire delivery has taken place, changes occur to one or more price-determining factors, of whatever nature, which result in the situation that the established price, retrospectively, should have been higher, the Supplier will have the right to pass on integrally the cost increase. In case it regards an agreement with a Consumer and the price increase takes place within 3 months after adoption of the agreement, the Consumer is authorised to rescind the agreement. Included in price-determining factors are, for example, while they are not limited to: prices of raw material, cost of material, wages and transport, import duties, VAT, and other levies.

Article 5 - Delivery, risk of delivery, and inspection

- 5.1 Unless established otherwise, delivery takes place from the company/warehouse in Nijmegen, the Netherlands.
- 5.2 The applicable place of delivery is the address which Client has communicated as such to Supplier.
- 5.3 The transport of the goods takes place at the risk and expense of the Client, even if the forwarder demands that a clause is included on bills of lading, transport addresses and

- such, specifying that all transport damage will be at the expense and risk of the sender. Any possible expenses for coverage of the risk are borne by the Client.
- 5.4 In case it is established that the products will be picked up by the Client at Supplier, the risk regarding these products will be transferred to the former that Supplier has communicated to the Client that the products are available on his premises. The products must be picked up no later than within 10 days after a message to that effect by Supplier.
- 5.5 Any possible deficiencies or (visible) damaging of the delivered item and/or the packaging which are noted on delivery must be indicated by or on behalf of the Client on the delivery note, the invoice and/or the shipping documents, in the absence of which the Client is considered to have approved the delivered matter and/or the packaging and in its absence, complaints concerning will no longer be taken into consideration. The administration of the Supplier will be decisive in this context.
- 5.6 The Client will enable the Supplier to deliver the products and/or to provide the services. The Client will make sure that the place of delivery of the products will be easily accessible and, if applicable, that the area in which the activities are conducted is available in time. If the Client does not comply with the provisions in this article, it will be at his own expense and risk.
- 5.7 The Supplier is authorised to make use of third parties for the delivery of orders.

Article 6 - Delivery term

- 6.1 Delivery terms are provided by way of an approximation. The indicated delivery terms can never be considered strict and fatal time limits, unless it is emphatically agreed otherwise.
- 6.2 The delivery term comes into effect on the latest of the following moments in time:
- a) the day of adoption of the agreement;
 - b) the day of reception by the supplier of what, according to the agreement, must be settled by the Client by advance payment.
- 6.3 Overrunning the delivery term does not obligate the supplier to pay any type of compensation. The Client can declare the default of the Supplier after repeated overrunning of the delivery term in writing, under specification of the latest (reasonable) term of delivery. Subsequently, the Client has the right to declare the agreement rescinded, unless the Supplier finds himself in a situation of force majeure.
- 6.4 A default notice must take place in writing, with due regard for a reasonable term, which may in any case not be shorter than 10% of the delivery time, with a minimum of 3 weeks.
- 6.5 If the Client is not compliant with any of the obligations pursuant to the agreement, or if he does not provide the cooperation which is to be expected from him with regard to the implementation of the agreement, the term of delivery, without prejudice to the other rights of the supplier, is extended by the duration of the delay which occurs as a result. If a delivery term is extended as a result of the delay intended in the preceding, the term of delivery is also extended, to the extent necessary, by the additional delay which occurs as a result of the planning of production of the Supplier.

Article 7 - Revocation right

- 7.1 The Consumer has the possibility to rescind a distance agreement without statement of reasons during fourteen (14) days following reception of the product by the Consumer or by a third person previously indicated by the Consumer who is not the transporter. If the Consumer has ordered multiple products on the same order which are delivered separately, this term lapses 14 days after the day on which the Consumer or a third party indicated by him who is not the transporter comes into the possession of the last product physically.
- 7.2 During the term intended in article 7.1, the Consumer will handle the product and its packaging with care. He will only unwrap or use the product to the extent necessary to

be able to assess whether he wishes to keep the product. In case he exercises his revocation right, he will return the product, along with all delivered accessories and – if reasonably possible – in the original state and packaging to the Supplier, in conformity with the reasonable and clear instructions furnished by the Supplier. The Consumer is liable for the decrease of value of products resulting from the use of the products which goes beyond what is necessary to determine the nature, the characteristics, and the functioning of the products.

- 7.3 In case he has revoked the distance agreement pursuant to article 7.1, the Consumer must return the product within 14 days following the day on which he revoked the distance agreement.
- 7.4 If the Consumer exercises his revocation right, the direct costs of reshipping the product will be borne by him.
- 7.5 If the Consumer has already paid an amount, the Supplier will refund it as soon as possible but in any case no later than within 14 days following the day on which the latter is informed of the revocation or (at the discretion of the Supplier) as soon as they have received the product in return, or alternatively once the Consumer has demonstrated that he has sent back the product.

Article 8 - Force majeure

- 8.1 The established delivery terms are extended by the period during which the Supplier is prevented from fulfilling his obligations due to force majeure, whether directly or indirectly. Set at the same level as prevented is: hampered to a serious degree, for instance due to illness.
- 8.2 Intended by force majeure is any circumstance as a result of which compliance with the agreement by the Supplier cannot reasonably be expected of the Supplier, including (though not limited to): war, threat of war, civil war, insurgency, fire, water damage, flooding, work strikes, company occupations, exclusions, import and export barriers, government measures, defects to machinery, malfunctions in the supply of water and/or energy at the company of the Supplier.
- 8.3 Also intended by force majeure are the circumstances listed under 8.2 at the company of third parties from which the supplier obtains the necessary services, material and such, in their entirety or partially, as well as all circumstances which are independent of the volition of the supplier.
- 8.4 In the event of force majeure, Supplier will accordingly inform the Client as soon as possible and communicate whether delivery is still possible and, if so, within what term.
- 8.5 In case the period of force majeure has lasted 3 months, or will certainly last that long, both parties will have the right to rescind (the remainder of) the agreement in writing, without owing any compensation for damages.
- 8.6 With regard to the part of the agreement already implemented by Supplier, the Client remains bound to payment.

Article 9 - Retention of property

- 9.1 The Supplier remains the owner of the goods delivered or to be delivered by him for as long as the Client has not fulfilled all his obligations, including obligations pursuant to other legal relationships with the Supplier, and including any possible compensation for damages, costs, interest, and fines, towards the Supplier, also in case security has been pledged for payment.
- 9.2 The Client will not process or alienate the delivered goods otherwise than through the regular exercise of his business. Specifically, the Client will not subject these goods to a (tacit) lien for the benefit of third parties.
- 9.3 In case the Client does not fulfil any obligation from the agreement or a similar agreement, the Supplier is authorised to recover the delivered goods, without requiring a default notice. Such a recovery counts as a rescission of the concluded agreement(s).

- The Client authorises the Supplier and the representatives designated by the Supplier to enter the place where these goods are located with said purpose.
- 9.4 The Client forfeits a fine of € 500 for every day that he refuses to collaborate towards the exercise of the retention of property of the Supplier.
- 9.5 In case of the resale of goods delivered by the Supplier by way of the regular business operations, the Client is obligated to impose the same retention of property as is stipulated in this article.
- 9.6 The Client commits himself to insure the goods delivered under retention of property and to keep them insured against fire, explosion and water damage, as well as against theft, and to present the policy of this insurance to the Supplier for perusal at his first request. In the event of a possible disbursement by the insurance company, the Supplier will be entitled to these sums. To the extent necessary, Client commits himself towards the Supplier, in advance, to grant full cooperation for all matters which may (turn out to) be necessary or desirable in this context.

Article 10 - Payment, default, and security

- 10.1 Payment must take place in (one of) the manner(s) indicated by the Supplier.
- 10.2 All invoices must be paid in accordance with the payment conditions specified on the invoice. In the absence of specific conditions, the invoices must be settled within 14 days after invoice date. Payment will always take place without any discounts, set-offs, or suspension by the Client, on any account whatsoever.
- 10.3 The Client, not being a Consumer, cannot suspend his payment obligations if, and to the extent, he believes he can bring to bear any claims on the Supplier, not even if these claims are related with a right to lodge claims.
- 10.4 The Supplier has the right at all times to demand full or partial advance payment for any delivery or partial delivery, or to demand from the Client that security will be pledged to the satisfaction of the Supplier for the price owed to Supplier, for example in the form of a bank guarantee. If the Supplier has a well-founded fear that the Client will not be able to fulfil his financial obligations and the Client refuses to provide (additional) security, the Supplier has the right to suspend the execution of the order, and such without prejudice to his statutory rights of suspension. The Supplier also has the right to apply an order limit.
- 10.5 All received payments must be booked off first on the outstanding interest and (extrajudicial) costs, and only after on the outstanding invoices for delivered products.
- 10.6 If the Client does not pay an invoice within the payment term, the Supplier has the right to refuse any further delivery of products until payment has taken place fully.
- 10.7 In the absence of (timely) payment of any amount due to the Supplier, the Client, by the simple lapsing of the applicable payment term, legally falls into default without requiring a warning or a default notice, and the Supplier will have the right to increase the amount owed by a default interest of 2% per month, and the statutory commercial interest ex article 6:119a BW (Netherlands Civil Code), counted from the invoice date until the moment of full settlement. In case the supplier is forced to entrust a claim to third parties, all associated costs, without prejudice to any other entitlements to compensation of damages, will be integrally borne by the Client.
- 10.8 The Supplier has the right at all times to completely or partially set off his obligations towards the Client against any claim which the Supplier has or will acquire at any time, whether or not payable, conditional or under regulation of timing, on the Client.

Article 11 - Implementation, warranty, and liability

- 11.1 The Supplier fulfils his obligations to the best of his knowledge and abilities, whereby he may make use of third parties, and will guarantee the soundness of his own performance.

- 11.2 The goods and services to be provided by the Supplier comply with the agreement, as well as with the usual requirements and standards of the Supplier as they have been established for them at the moment of delivery and for which they are intended in case of normal use. The normal use of products is defined in the user's manual provided by the Supplier.
- 11.3 All forms of warranty and liability lapse in the event a deficiency has occurred as a result of or flowing from inexpert or inappropriate use of the goods. Nor is the Client eligible for a warranty or able to appeal to the liability of the Supplier, if the deficiency was caused by, or is the consequence of, circumstances the Supplier cannot exert any influence on, including vandalism and weather conditions (such as, though not limited to, extreme rainfall, wind, or temperatures) and the like.
- 11.4 The warranty referred to in section 2 of this article is valid for a period of 24 months after delivery and only for material and manufacturing.
- 11.5 Fulfilment of the warranty obligations does not extend the warranty term.
- 11.6 The value of a warranty pledged by the Supplier can never exceed the amount which was originally paid, invoiced, and received as a result of a delivery. After delivery, the residual value of the object amounts to 50% of the price-list value, after 1 year the residual value has dropped to 25% of the price-list value.
- 11.7 Warranty pledges with regard to goods obtained from third parties in no case exceed the warranty which the relevant suppliers have guaranteed to the Supplier.
- 11.8 If and to the extent the Supplier in the matter of a warranty guarantee has a transferable claim on a third party inside or outside the Netherlands, he will liberate himself completely of his warranty obligations by transferring such claim.
- 11.9 Obligations from warranty guarantees can be suspended by the Supplier until the Client has fulfilled all enforceable obligations.
- 11.10 The liability of the Supplier is limited to defects which the Client proves occurred within an established warranty term following delivery, exclusively or predominantly as a direct consequence of errors in the goods processed by the Supplier, and on condition the errors and defects were reported timely to the Supplier.
- 11.11 For further consequences and/or damage, on whatever account, the Supplier is not liable.
- 11.12 The Supplier is not liable for damage caused by the products and/or services provided by the Supplier on the part of Client or third parties, unless it is a matter of intent or of gross negligence of the Supplier.
- 11.13 If a case such as described in 11.10 occurs, the Supplier, barring force majeure, takes care of repair free of charges, whereby the Client takes care of the transport of the object from and to the Supplier. In case repair is not possible, the Supplier will compensate no more than the value of the object as established in article 11.6.
- 11.14 The supplier is not liable for damage, of whatever nature, which has occurred because the Client based himself on inaccurate and/or incomplete information provided by or on behalf of the Supplier.
- 11.15 The supplier is never liable for indirect damage, including consequential damage, loss of profit, missed savings, and damage due to operational stagnation.
- 11.16 The liability of the Supplier is limited to a maximum of the invoice value of the order, or at least of such part of the order which the liability regards. In all cases, the liability of the Supplier is limited to the amount which his insurance company disburses in that concrete event.
- 11.17 The Client safeguards the Supplier against any possible third-party claims with regard to rights of intellectual property of material or information provided by the Client which is used for the implementation of the agreement. The Client also safeguards Supplier against all third-party claims on account of damage suffered by them which is caused by the products and/or services provided by Supplier.

11.18 The use of the goods is at the own risk of the user. The Supplier is not liable for injuries by the use of his goods.

Article 12 - Claims and the lapsing of entitlements

- 12.1 Every claim regarding defects in the fulfilment of the obligations of the Supplier which could have been known to the Client within 8 days after delivery upon close inspection or testing lapses, if a complaint has not been submitted to the Supplier in writing within that term. All other complaints must be received in writing by the Supplier within two weeks after the Client has become aware, or could have become aware, of the possible defects, including a detailed description of the complaint(s).
- 12.2 On pain of his right to lodge complaints lapsing, the products with regard to which the Client complains must be kept with care by him and made available or returned respectively to the Supplier upon the latter's first request.
- 12.3 It is not possible to lodge complaints in the event the products manifest deviations which fall within the range of manufacturing tolerance which is normal or usual in the sector. Nor is this possible with regard to imperfections, or in connection with the electrical component or the parts made of PVC on the safety valves of the delivered matters; nor is it possible with regard to imperfections which are the result of regular wear.
- 12.4 Lodging complaints is not possible with regard to deviations resulting from external causes and/or from any action or inaction on the part of Client or third parties. Especially, though not exclusively, complaints cannot be lodged if the imperfections originate from the inexpert or careless use and/or storage; too heavy burdening or inexpert maintenance; repair activities, modifications or (re)location applied and/or conducted without the express consent; not following the instructions for use and maintenance provided by the Supplier.
- 12.5 In case the Client, with due regard for the preceding provisions, lodges a complaint and this complaint is judged well-founded by the Supplier, the Supplier will, according to his own discretion, replace the relevant products or components thereof, after which these become the property of the Supplier and must be returned to the Supplier at the expense of Client, or apply a price reduction, and all matters in accordance with and limited by the warranty as provided to Supplier by the manufacturer.

Article 13 - Privacy

- 13.1 The Client is aware that the Supplier processes the personal data of the Client and the personal data of third parties as referred by the Client. The Supplier stores this information in a data bank which is used for the implementation of the agreement.
- 13.2 Supplier will comply with the applicable regulations in the field of privacy.
- 13.3 The Client is supposed to have taken cognisance of the privacy statement on the website of the Supplier and to agree, wherever necessary, with the processing described there of the submitted personal data.

Article 14 - Suspension/rescission

- 14.1 The Supplier is authorised, without any default notice and without prejudice to the other rights he is entitled to, without judicial intervention, to rescind or suspend the agreement completely or partially with immediate effect, in case suspension of payment is granted to the Client or if he is declared in state of bankruptcy, or if his company is shut down, or if it is (partially) taken over. In these cases, any claim on the Client becomes directly and fully payable, without the Supplier being held to any compensation of damages or guarantee.
- 14.2 The provisions in article 14.1 also apply if the Client falls short in the fulfilment of his commitments towards the Supplier.

Article 15 - Choice of competent court

- 15.1 To all agreements, legal relationships, and activities conducted by the Supplier for Client exclusively Netherlands legislation is applicable. The applicability of the Vienna commercial convention of 1980 (CISG) is emphatically excluded.
- 15.2 The competent judge of the court of Gelderland, location Arnhem, is exclusively authorised to take into consideration all disputes between Supplier and the Client.

Article 16 - Modification and interpretation of these conditions

- 16.1 Applicable is always the version published or provided last as it was valid at the time the legal relationship with the Supplier entered into effect.
- 16.2 The Dutch text of the general conditions is always decisive for the interpretation thereof.