

GENERAL TERMS AND CONDITIONS of Total Cats International B.V. (Chamber of Commerce no.: 39081762), also acting under the trade name "Topcats"

1. Definitions

1.1 In these General Terms and Conditions ("Terms and conditions") the following terms shall have the following meanings:

a. Vendor/contractor: Total Cats International BV, with its registered office at (8239 DA) Lelystad, Apolloweg 88;

b. Buyer/customer: all natural or legal entities in the capacity of contractor, at the request of which the vendor/contractor supplies products and/or performs services, or with which the vendor/contractor enters into a purchase or sales agreement, concerning the ordering or contracting of work respectively, or with which the vendor/contractor is in discussion or in negotiation about entering into a purchase or sales agreement, concerning the ordering or contracting of work respectively;

c. Agreement: any purchase or sales agreement in respect of ordering and/or contracting of work that becomes effective between the vendor/contractor and buyer/customer, every modification or addition to those agreements, as well as all (juristic) acts to prepare for and to execute that agreement;

d. Products: all of the items, including documentation, drawings, (test) equipment and all (other) results of services or contracting of work by the vendor/contractor, that are the subject of an agreement;

e. Services: all work (including contracting of work), in whatever form and however this is referred to, performed by the vendor/contractor for or on behalf of the buyer/customer;

f. Order: every order made by the buyer/customer, in whatsoever form.

2. Applicability

2.1 These terms and conditions apply to all quotations (and other juristic acts) of the vendor/contractor and to all agreements that shall be entered into by the vendor/contractor with the buyer/customer.

2.2 The applicability of any general terms and condition(s) of the buyer/customer shall be expressly rejected by the vendor/contractor.

2.3 Modifications of and additions to any provision in the Agreement and/or the Terms and Conditions may only be agreed in writing.

2.4 Once a modification and/or addition as referred to in the previous paragraph has/have been agreed, this modification and/or addition only applies to the relevant Agreement.

2.5 Accepting a quotation or putting in an order means that the buyer/customer accepts the applicability of these terms and conditions entirely and without reservation.

2.6 The provisions in these Terms and conditions may only be deviated from in writing, in which case, the remaining provisions remain fully in force.

3. Quotations

3.1 All quotations are subject to contract. The vendor/contractor is committed when the vendor/contractor has accepted an assignment/order in writing or has otherwise confirmed its agreement. The vendor/contractor is entitled to refuse orders and/or assignments, or to attach certain conditions to the delivery (and/or assignment), unless otherwise expressly stated.

3.2 If there has been no prior written acceptance of an order (and/or assignment), for example, when selling from stock, the purchase agreement becomes effective when the vendor/contractor wholly or partially complies with a request by the buyer/customer to deliver, or when the vendor/contractor sends an invoice to a buyer/customer that have requested for a delivery.

3.3 All numbers, dimensions, weights and/or other specifications stated by the vendor/contractor relating to the products and/or services have been recorded carefully, but the vendor/contractor is unable to guarantee that these shall not be deviated from. Any drawings or models that are shown or provided are only indications of the relevant products and/or services. If the buyer/customer is able to demonstrate that the products and/or services (and/or contracting of work) that were supplied/delivered deviate from the descriptions or the drawings or models provided by the vendor/contractor to such an extent that the buyer/customer can no longer be reasonably expected to purchase those products/services, the buyer/contractor is entitled to dissolve the agreement, however only insofar as that dissolution is reasonably necessary.

3.4 Any illustrations, drawings and similar provided by the vendor/contractor remain the property of the vendor/contractor and may not be copied or duplicated or passed on to third parties without the latter's explicit consent.

4. Prices

4.1 All prices of the vendor/contractor are stated in Euros and exclude turnover tax, and exclude any handling costs, forwarding charges or transport costs, taxes or other charges, unless agreed otherwise in writing. The prices and additional information in all documents produced by the vendor/contractor are subject to errors and omissions.

4.2 The (sales) price given by the vendor/contractor is based on its purchase price and other cost factors. If, after the Order has been confirmed, but prior to supply or delivery of the products, one of these cost components increases, the vendor/contractor is entitled to pass on the increase to the buyer/customer.

4.3 Notwithstanding the general applicability of the previous paragraph, this especially applies to a change to import or export duties or other duties or taxes that arise once the order confirmation has been sent and resulting from a change in the rate of exchange of the Euro in respect of the foreign currency in which the vendor/contractor has purchased the products.

4.4 The buyer/customer indemnifies the vendor/contractor against all costs and damages that may arise for the vendor/contractor from the fact:

a. that the buyer/customer is not properly registered for the turnover tax or a comparable tax in a relevant EC member state; and/or b. that the buyer/customer provides incorrect information to the vendor/contractor and/or the authorities that handle turnover tax or a comparable tax in a relevant EC member state, or if that information is provided too late.

5. Terms of payment

5.1 Every Agreement is entered into by the vendor/contractor under the condition precedent that, on the grounds of the information to be obtained by the vendor/contractor, the buyer/customer is found to be sufficiently creditworthy.

5.2 When executing the Agreement, the vendor/contractor is entitled to suspend fulfilment of its obligations, until, at the request and to the satisfaction of the vendor/contractor, the buyer/customer has furnished security for compliance with all of its obligations under the Agreement.

5.3 Unless otherwise agreed in writing, the payment relating to the delivery (or services and/or contracting of work) has to be made to the following bank: Rabobank, IBAN/account number: NL47RABO0156753634, taking into account the applicable payment terms of the vendor/contractor outlined in the quotation. With the exception of a payment term agreed in writing of no more than thirty (30 days), the payment by the buyer/customer has to be made within fourteen (14) days of the invoice date.

The vendor/contractor is entitled to demand a deposit representing at least 50% of the total payment obligation.

5.4 The buyer/customer is not entitled to offset a claim on its part with a claim of the vendor/contractor, unless it is permitted to do so based on a final and conclusive court ruling or arbitral award having been made. The vendor/contractor does not accept the buyer/customer's general terms and conditions.

5.5 As long as the buyer/customer has not paid the purchase/contract price or wage that it owes, insofar as this is claimable, the vendor/contractor is entitled to suspend compliance with its obligations.

5.6 The buyer/customer does not have the right to suspend its obligations, unless within 30 days of the relevant obligations becoming claimable, the vendor/customer has referred the dispute to the competent Dutch court.

5.7 Without further notice of default, the buyer/customer owes interest as from that day on all amounts that have not been paid on the final day of the payment period at the latest equal to the statutory interest applicable at that time in the Netherlands. On each occasion, at the end of a month, the amount on which the interest is calculated will be increased by the interest owed for that month.

5.8 If including after the expiry of a further payment period stipulated by registered letter the buyer/customer has not paid the payable amount and interest, the buyer/customer is obliged to pay the vendor/contractor all extrajudicial and judicial costs, including reasonable costs for legal assistance in or out of court. In any case, in the event of a monetary claim, the buyer/customer owes: interest costs equal to the deposit interest rate of the European Central Bank, plus 6.75%. Any extrajudicial collection costs to be incurred by the vendor/contractor are calculated in accordance with the Extrajudicial Collection Costs Reimbursement Decree 2012. If the vendor/contractor can demonstrate that higher costs have been incurred, which were reasonably required, these also qualify for reimbursement.

5.9 If for reasons of goodwill or otherwise the vendor/contractor is granted a postponement for delivering/performing any goods and/or services, the new term should still be considered a firm date.

6. Term of delivery

6.1 The term of delivery provided by the vendor/contractor for products - and/or the term for performing services and/or completion time for contracting work - is based on the circumstances applicable to the vendor/contractor at the time that the Agreement was concluded and, insofar as subject to third-party goods and/or services, on the information given by those third parties to the vendor/contractor. The term of delivery and/or execution time shall be taken into account as far as possible by the vendor/contractor, but these (delivery) times provided by the vendor/contractor are purely indicative. The vendor/contractor is entitled to no longer deliver products from stock or that can no longer be delivered.

6.2 The aforementioned terms commence on the date of the written order confirmation or other form of confirmation by the vendor/contractor. Should the vendor/contractor require information or materials in order to execute the Agreement that have to be provided by the buyer/customer, the terms commence on the day that all required information or materials are in the possession of the vendor/contractor, but not before the date of the order confirmation.

6.3 Should any of the terms be exceeded, the buyer/customer is not entitled to the relevant compensation or remuneration. In that case, the buyer/customer is neither entitled to dissolve or terminate the Agreement, unless the term has been exceeded to such an extent that it cannot reasonably be expected that the buyer/customer leaves (the relevant part of) the Agreement intact. In that case, the buyer/customer is entitled, following notice of default containing a reasonable further period of time in which to comply, to dissolve or terminate the Agreement by registered letter, however only insofar as that is strictly necessary.

6.4 At all times, the vendor/contractor is entitled to supply or deliver the products in instalments.

7. Force majeure

7.1 If the vendor/contractor is unable to fulfil its obligations to the buyer/customer because of a non-attributable shortcoming ("force majeure"), those obligations shall be suspended for the duration of the situation of force majeure.

7.2 If the situation of force majeure has lasted for three months, both parties are entitled to wholly or partially dissolve the Agreement in writing.

7.3 Understood to be meant by force majeure of the vendor/contractor are all circumstances beyond the control of the vendor/contractor which lead to the fulfilment of (the relevant part of) its obligations towards the buyer/customer being impeded, delayed or made uneconomic or because of which fulfilment of these obligations cannot reasonably be expected from the vendor/contractor.

7.4 Also understood by force majeure are all circumstances which realistically should be thought of as interfering with the delivery or timely delivery of the product sold or (timely) transfer or dispatch, such as the supplier not delivering to the vendor/contractor or not delivering on time as well as if the vendor/contractor does not receive the products sold to it by its supplier or if it does not receive these on time, in which cases, the vendor/contractor can choose between postponing the delivery or dissolving the (purchase) agreement.

7.5 The parties shall inform one another as soon as possible of a (potential) situation of force majeure.

8. Retention of title

8.1 Notwithstanding the actual dispatch or delivery, the ownership of the products does not transfer to the buyer/contractor until it has paid in full everything that is owed or that will be owed to the vendor/contractor in connection with the products (or services) supplied or to be supplied in accordance with the Agreement, including the purchase price/contract price, any additional fees, interest, taxes and costs pursuant to these Terms and conditions or the Agreement, as well as any work performed or to be performed in accordance with this Agreement.

8.2 All amounts received from the buyer/contractor shall first and foremost serve to settle those claims that the vendor/contractor may have against the buyer/customer in respect of which, in paragraph 1, the vendor/contractor has not invoked retention of title.

Subsequently, each amount that is received from the buyer/customer shall first and foremost serve to settle all interest and costs that may be owed as referred to in article 5.8.

8.3 Prior to the ownership of the products transferring to the buyer/customer, the buyer/customer is not entitled to rent or loan the products to third parties, to pledge them to third parties, or to otherwise encumber them for the benefit of third parties. The buyer/customer is only entitled to sell or to deliver

or supply the products, which are owned by the vendor/contractor, to third parties insofar as this is necessary in the context of the normal business activities of buyers/customers.

8.4 The buyer/customer is obliged to store the products supplied under retention of title carefully and as identifiable property of the vendor/contractor and to insure these products against risks such as fire, explosion, damage and theft. At the first request of the vendor/contractor, the buyer/customer shall cede all rights of the relevant insurers in this respect to the vendor/contractor.

8.5 If and for as long as the vendor/contractor is the owner of the products, the buyer/customer shall inform the vendor/contractor immediately in writing when any part of the products is lost, or damaged, or if the products are seized and/or if a claim is made in any other way on (any part of) the products. Furthermore, at the first request of the vendor/contractor, the buyer/customer shall inform the vendor/customer where the products owned by the vendor/contractor are located.

8.6 In the event of seizure, (provisional) moratorium on payment or bankruptcy, the buyer/customer shall immediately point out to the judgment creditor, the administrator or the receiver the (proprietary) rights of the vendor/contractor.

9. Objections/complaints

9.1 The buyer/customer is obliged to carefully inspect the products or to have these inspected immediately upon their arrival at their destination, or if this is earlier, after receipt by itself or by a third party acting on its behalf. Any complaints about defects to the products that are due to materials or manufacturing defects, as well as differences in quantities, weight, composition or quality between the products that are delivered and the description provided on the order confirmation and/or invoice, have to be reported to the vendor/contractor in writing and in detail no later than within eight days after arrival of the products. Complaints about work that has been performed also have to be reported in writing and in detail to the vendor/contractor by the buyer/customer no later than within eight days after discovery.

Defects, that could not realistically have been found within the aforementioned period of time, have to be reported in writing immediately on being found and no later than within 30 days after arrival of the products (or performance of the services) to the vendor/contractor.

9.2 After discovering any defect, the buyer/customer is obliged to immediately stop using, manufacturing, processing or installing the relevant products.

9.3 The buyer/customer shall render assistance as required by the vendor/contractor in order to investigate the complaint, among other things, by giving the vendor/contractor the opportunity to perform an on-site investigation, or to arrange for this to be performed, into the circumstances in relation to manufacturing, processing, installation and/or use.

9.4 The buyer/customer has no right to submit a complaint with regard to products which the vendor/contractor cannot check further to the complaint.

9.5 The buyer/customer is not at liberty to return the products before the vendor/contractor has agreed to that in writing. The costs for returning the products shall be paid by the buyer/customer and the products remain at the buyer/customer's risk.

9.6 The buyer/contractor cannot enforce claims relating to complaints about defects of products with respect to the vendor/contractor as long as the buyer/customer has not fulfilled any obligation directly associated with that with respect to the vendor/contractor.

9.7 Complaints concerning products that have been delivered (or work that has been performed) cannot influence the rights and obligations of parties with regard to products that have been delivered in the past (or work that has been performed in the past) and products that are still to be delivered (or work that still has to be performed), which includes if those products are or shall be delivered through execution of the same Agreement.

Complaints concerning the execution of the Agreement by the vendor/contractor never give the buyer/customer the right to suspend its payment obligations in respect of the vendor/contractor.

9.8 Unless agreed otherwise in writing, complaints regarding used products that have been delivered shall not be dealt with by the vendor/contractor and the vendor/contractor is not liable in this respect in whatever capacity.

9.9 If the buyer/customer complain promptly, correctly and with good reason about defects of a product (or service), the liability arising from that for the vendor/contractor is limited to the obligations outlined in 10.1, according to the nature of the complaint, with due observance of the remaining provisions in article 10 (guarantee).

9.10 Under no condition and at no time before or after final delivery (or execution) can the buyer/customer claim compensation or dissolution of the Agreement with the vendor/contractor, if the products that have been acquired cannot be used for certain specific purposes, demonstrated, named or set out by the vendor/contractor. Neither is the vendor/contractor in whatsoever form liable for any

infringements and the financial and legal consequences of these, as a result of the (un)lawful use or utilisation of the items sold or the services provided by the vendor/contractor to the buyer/customer. Furthermore, the buyer/customer has no right to submit a complaint insofar as the assembly instructions and/or the guarantee checklist were not properly complied with.

10. Guarantee

10.1 If a complaint is submitted promptly, correctly and in accordance with the provisions of article 9 and in the fair opinion of the vendor/contractor it has been adequately demonstrated that the products do not function properly (or work has not been performed properly), the vendor/contractor can choose between either re-delivering the products that were found to be unreliable free of charge, with return of the products that were found to be unreliable, or to properly repair the relevant products (or to perform the work again), or to give the buyer/customer a discount on the (purchase) price which is determined in mutual consultation, unless other explicit agreements are made in writing between the vendor/contractor and the buyer/customer. By fulfilling one of the performance-based requirements mentioned above, the vendor/contractor will be fully discharged from its obligations under the guarantee and the vendor/contractor shall not be liable to pay any further compensation or remuneration.

10.2 If the vendor/contractor delivers products to the buyer/customer which the vendor/contractor has received from suppliers, the vendor/contractor shall never be liable for a more far-reaching guarantee or liability in respect of the buyer/customer than that which the vendor/contractor can claim from its supplier. In the event of the sale of products that are sold under manufacturer's warranty, or parts warranty, there is only a guarantee on the potential defect or faulty individual components or parts of the products supplied by the vendor/contractor to the buyer/customer. Any costs associated with assembly or disassembly, adjustment and tuning of the parts of/on the sold product and additional charges for services or materials that are required (hours, oil, filters, etc.) are entirely at the expense of the buyer/customer. In addition, all administration, postage and delivery costs and all additional charges, if any, incurred to claim this manufacturer's warranty or parts warranty from the supplier of the vendor/contractor are at the expense of the buyer/customer in full and without reservation. All postage costs from the buyer/customer to the vendor/contractor are, at all times, at the expense of the buyer/customer.

The warranty is excluded in respect of worn parts, the only exception being manufacturing defects. Understood to be worn parts are: products or parts of products in which a reduction in quality (damage, obstruction or deterioration) occurs as a result of use.

A warranty is only given on the products sold by the vendor/contractor if this is stated unambiguously and clearly on the orders, commissions or invoices.

10.3 The vendor/contractor expressly does not guarantee recommendations or advice in respect of the installation or the use of the products, neither does the vendor/contractor guarantee the advice or instructions given by the buyer/customer to its purchasers.

10.4 The products remain entirely at the risk of the buyer/customer in the event that repair work is performed by the vendor/contractor on the products, unless the repair is the result of inadequate performance by the vendor/contractor and it cannot reasonably be expected that the buyer/customer would insure the products against the aforementioned risk.

10.5 Should the buyer/customer perform any repairs or modifications without the prior consent of the vendor/contractor, or instruct others to perform these repairs, the vendor/contractor shall not be obliged to fulfil its obligations under the guarantee. This also applies if off-label use has been made of the goods by the buyer/customer or affiliated parties, which also includes the use for which the product is not reasonably intended and not in accordance with the instructions for use.

10.6 Unless expressly stipulated otherwise, no warranty applies for goods and products that are offered by the vendor/contractor. The warranty that is given is, in all cases, a "Carry In – Carry Out" warranty, which means that, in the event of a warranty, the buyer/customer always has to offer the parts or products under warranty itself to the party making the assessment appointed by the vendor/contractor. And after repair/replacement, the buyer/customer again has to collect the goods or products at the geographical address stipulated by the vendor/contractor.

11. Liability and indemnity

11.1 The vendor/contractor is never liable for any indirect losses suffered by the buyer/customer or third parties, including consequential damage, immaterial damage, trading loss or environmental damage.

11.2 The liability of the vendor/contractor with respect to the buyer/customer is, in whatever capacity, therefore also limited for each incident (where a connected range of incidents are considered to be

one single incident) to the relevant invoice amount or the purchase price (excluding VAT) respectively. If no purchase price or invoice amount can be assigned, the vendor/contractor's liability is limited to the amount that it receives in this respect from its business liability insurer.

11.3 Apart from in the event of gross negligence or deliberate intent of the vendor/contractor or its top-level managers, the buyer/customer shall indemnify the vendor/contractor for all third-party claims, in whatever capacity, relating to compensation for damages, costs or interest, relating to the products (services), or resulting from the use of the products, unless the buyer/customer cannot reasonably be blamed in any way with regard to the damage.

11.4 The liability limitations in the preceding paragraphs do not apply insofar as the relevant damage is caused by deliberate intent or gross negligence of the vendor/contractor or its top-level managers or insofar as the vendor/contractor's liability ensues from the mandatorily applicable product liability law.

11.5 If when the products/services are delivered or supplied by the vendor/contractor to the buyer/customer any directions, instructions and/or instructions for use are provided with regard to the use of the products/services and purposes, the buyer/customer is obliged to adhere to these.

Notwithstanding other written notifications from the buyer/customer, the vendor/contractor may assume that the buyer/customer and its staff or the persons that the buyer/customer has been working with or that are involved with the product, either directly or indirectly, which is in the broadest sense, have sufficient command of the language in which these directions or instructions are written, to be able to read these and to act in accordance with these, provided that the language is Dutch, English or German. When requested in writing, insofar as this is possible, the vendor/contractor is prepared to provide the buyer/customer with those directions and instructions in different languages. The buyer/customer is obliged to meet any costs incurred in this respect.

12. Suspension and dissolution

12.1 In the event of (provisional) moratorium on payment, bankruptcy, closure or liquidation of the buyer/customer's company, all agreements with the buyer/customer are dissolved by law, unless the vendor/contractor informs the buyer/customer within a reasonable period of time (as the occasion arises at the request of the administrator or the receiver) that it requires compliance with all or part of the relevant agreement(s), in which case the vendor/contractor is entitled, without the requirement of notice of default, to:

a. suspend the execution of the relevant agreement(s) until payment has been properly secured; and/or

b. to suspend all of its obligations, if any, in respect of the buyer/customer;

all of the above without prejudice to the vendor/contractor's other rights under whichever agreement with the buyer/customer and without the vendor/contractor being obliged to pay any compensation.

12.2 If the buyer/customer does not properly comply with an obligation that may ensue for it from any agreement, or does not comply with a stipulated period of time or otherwise promptly, the buyer/customer is in default and the vendor/contractor is entitled, without giving notice of default or judicial intervention:

a. to suspend the execution of that agreement and the agreements directly relating to that until payment has been properly secured; and/or

b. to wholly or partially dissolve that agreement and the agreements directly relating to that; all of the above without prejudice to the vendor/contractor's other rights under whichever agreement with the buyer/customer and without the vendor/contractor being obliged to pay any compensation.

12.3 In the event that an incident occurs as referred to in paragraph 1 or paragraph 2, all claims of the vendor/contractor on the buyer/customer and the claims referred to arising from the relevant agreement(s) are immediately and fully payable and the vendor/contractor is entitled to take back the relevant products. In that case, the vendor/contractor and its authorised representative(s) are entitled to enter the sites and buildings of the buyer/customer in order to take possession of the products. The buyer/customer is obliged to take the necessary measures in order to give the vendor/contractor the opportunity to exercise its rights.

13. Applicable law, obligation to provide information and competent court

13.1 Dutch law applies to these Terms and conditions, as well as to all agreements.

13.2 Third parties do not become a party to any agreement between the vendor/contractor and buyer/customer based on a third-party clause in these Terms and conditions or the Agreement. Article 6:254 paragraph 1 of the Dutch Civil Code therefore does not apply.

13.3 If these Terms and conditions are applicable in an international relationship with the buyer/customer, the latter shall always immediately inform the vendor/contractor about all provisions

in these Terms and conditions that are not enforceable in the buyer/customer's country. Provided that this is approved beforehand by the vendor/contractor, the vendor/contractor will, at the time, pay the reasonable costs of an investigation that may be required to that end. Insofar as it remains in default with the provisions in the first sentence of this paragraph, the buyer/customer shall not invoke, either judicially or extrajudicially, the potential non-enforceability of such provisions and shall indemnify the vendor/contractor for any damage that may arise, unless the vendor/contractor has refused to pay the reasonable costs for the investigation that is required – as referred to above.

13.4 Insofar as national or international legal rules do not mandatorily prescribe otherwise, all disputes between parties shall be brought before the court in the place of domicile of the vendor/contractor. If on the grounds of (national) mandatory law the court is competent, the dispute shall be settled by the District Court of Central Netherlands.

14. Conversion

14.1 If and insofar as on the grounds of reasonability and fairness or the unreasonably onerous nature none of the provisions in these General Terms and Conditions can be invoked, then a meaning is given to that provision that corresponds as far as possible in terms of content and purport, so that this can be invoked.

15. Partial nullity

15.1 If any provision in these General Terms and Conditions is not applicable or conflicts with public order or the law, then only the relevant provision can be disregarded, but the remaining general terms and conditions shall remain in full force.

These General Terms and Conditions apply to all offers, quotations, invoices, orders, deliveries, services and other activities of Total Cats International BV. At the first request, these General Terms and Conditions shall be sent free of charge. These General Terms and Conditions are also available on the webpage of Total Cats International BV: www.topcats.eu