

GENERAL TERMS AND CONDITIONS OF SALE OF BAKKER MAGNETICS

1. GENERAL

In these General Terms and Conditions the term "Bakker Magnetics" will be understood to mean Bakker Magnetics B.V., a private company with limited liability having its registered office in 5692 EL Son at Sciencepark Eindhoven 5502, The Netherlands, registered with the Chamber of Commerce in Eindhoven (The Netherlands) as number 17040749. The (legal) entity to which the offer of Bakker Magnetics has been directed, with which Bakker Magnetics has entered into an agreement (or negotiations thereto) or for the benefit of which the (legal) transaction has been/is performed shall be referred to as 'the other party'.

2. GENERAL / APPLICABILITY

- 2.1 The applicability of General Terms and Conditions referred to by the other party is explicitly excluded.
- 2.2 These General Terms and Conditions apply to all legal relationships in which Bakker Magnetics acts as (potential) seller and/or supplier of goods and/or services.
- 2.3 These General Terms and Conditions can only be deviated from in writing.

3. QUOTATIONS / CONCLUSION OF CONTRACT

- 3.1 All of Bakker Magnetics' quotations and price lists are without engagement.
- 3.2 Bakker Magnetics will only be legally bound with effect from the date the agreement is signed or the date Bakker Magnetics sends an order confirmation, or the other party sends an order confirmation, whichever comes first.

4. PRICES

- 4.1 All prices are exclusive of VAT, government charges and Free Carrier (FCA) in accordance with the Incoterms 2010, which will be understood to mean ready for collection by the other party's carrier at the premises of Bakker Magnetics or the otherwise agreed location (but not including loading).
- 4.2 Bakker Magnetics is entitled to pass on changes in wages, the cost price of raw materials or other materials and/or changes in exchange rates relating to the performance agreed upon, without any additional charges. The other party is entitled to terminate the agreement in the event of any of the above changes occurring within three months of conclusion of the agreement.
- 4.3 All prices are inclusive of one-way packaging for continental carriage.

5. DELIVERY / DELIVERY PERIOD

- 5.1 Any delivery periods stated are estimates only and are not binding on Bakker Magnetics.
- 5.2 Any deadline for delivery agreed upon by the parties will commence as soon as Bakker Magnetics has accepted the order, all official formalities have been completed, payments due at the conclusion of the agreement have been settled, any agreed securities have been provided and any other precondition have been fulfilled.
- 5.3 Delivery shall be effected Free Carrier (FCA) in accordance with the Incoterms 2010. Any goods sold will be considered delivered at the time they are placed at the disposal of the other party's carrier at the premises of Bakker Magnetics. The products will be transported at the other party's risk.
- 5.4 Bakker Magnetics is entitled to make part deliveries and to invoice these accordingly.

- 5.5 If the other party anticipates that it will be unable to accept delivery of the product on the delivery date, it will forthwith notify Bakker Magnetics in writing stating the reason and, if possible, the date when it will be able to accept delivery. If the other party fails to accept delivery on the delivery date, it will nevertheless settle any part of the purchase price which becomes due on delivery as if the delivery had taken place. Bakker Magnetics will arrange for storage of the products at the other party's expense and risk. Bakker Magnetics will also, if the other party so requires, insure the products at the other party's expense.

6. PAYMENT

- 6.1 Bakker Magnetics' invoices must be settled within 30 days of the invoice date and in accordance with the manner stated by Bakker Magnetics. Payment must be made in the currency agreed upon and without any set-off, discount and/or deferment being allowed.
- 6.2 In the event an invoice is not paid in time, all the other party's payment obligations will immediately become due, whether or not whether Bakker Magnetics has issued its invoices in respect thereof.
- 6.3 In the event of late payment of an invoice, the other party will also be liable to pay interest at an annual rate of 3% over the statutory interest rate (pursuant to article 6:119a and article 6:120 subsection 2 Dutch Civil Code), with a minimum of statutory interest on all overdue amounts on a day basis from the due date on which payment is received by Bakker Magnetics.
- 6.4 Any judicial and extrajudicial costs required to collect payments will be charged to the other party.
- 6.5 Any payment made by the other party will first be used to settle extrajudicial collection costs and the judicial costs it owes shall thereafter be deducted from the interest it owes and thereafter that from the oldest outstanding claims, notwithstanding instructions to the contrary by the other party.
- 6.6 The other party may only object to an invoice within the payment term.

7. RESERVATION OF TITLE

- 7.1 Bakker Magnetics reserves title in products it delivered or will deliver, until such time, at the discretion of Bakker Magnetics:
 - A) the other party has delivered the performance owed in respect of all products supplied or to be supplied under the agreement as well as all operations carried out or to be carried out under such agreement in full
 - B) the other party has settled all claims on account of failure to fulfill such contract.
 The other party may not exercise a retention right in respect of storage costs nor set off such costs against amounts it owes.
- 7.2 Any goods the other party (partly) forms from the products referred to in subsection 1 will be considered goods that Bakker Magnetics has created for itself and the other party will keep such goods for Bakker Magnetics as owner until all obligations as referred to in subsection 1 have been met.
- 7.3 In the event Bakker Magnetics owns any goods pursuant to subsections 1 or 2 of this article, the other party will have the disposal thereof within the scope of its normal conduct of business only.
- 7.4 If the other party is in default with respect to the performance as referred to in subsection 1, Bakker Magnetics will be entitled to itself collect (or cause to be collected) the goods it is entitled to from any premises where such goods are

available. The other party hereby authorizes Bakker Magnetics to access (also on its behalf) the premises used by or on behalf of the other party for this purpose.

- 7.5 The other party hereby pledges to Bakker Magnetics, and the latter accepts such pledge, all goods in which (partial) title has passed to the other party by confusion tracing, mixture/melting of the products supplied or to be supplied by Bakker Magnetics, by way of security for all present or future claims of Bakker Magnetics on the other party.

8. SECURITY

- 8.1 If there is good cause to fear that the other party will not strictly fulfill its obligations, the other party will be enjoined at Bakker Magnetics' request and in the form required by Bakker Magnetics to provide adequate security and, if necessary, to complement such security for the fulfillment of all its obligations.

As long as the other party does not comply with this request, Bakker Magnetics will be entitled to suspend the fulfillment of its obligations.

- 8.2 If the other party does not comply with a request as referred to in subsection 1 within 14 days of a written request to that effect, all obligations will become due immediately.

9. INTELLECTUAL PROPERTY RIGHTS, KNOW-HOW AND TOOLING

- 9.1 Bakker Magnetics reserves all property rights in all documentation, leaflets, pictures, etc., which it provides to the other party.

- 9.2 The other party has the disposal thereof within the scope of its normal use as buyer of the products concerned.

- 9.3 Without Bakker Magnetics' written consent, the other party will not be entitled to disclose the confidential information as referred to in subsection 1 to third parties.

- 9.4 All goods, materials and parts, models, tools, molds, specifications, drawings, data, software and information carriers, provided, designed or used by Bakker Magnetics for the supply of the goods and/or services to the other party or the performance of a purchase order (such materials and tooling: **Tooling**) shall remain the exclusive property of Bakker Magnetics. If Bakker Magnetics purchases or creates special tooling or molds on the request of and for the account of the other party these shall also become the property of Bakker Magnetics as of the moment of their purchase/creation. Bakker Magnetics and the other party acknowledge that such Tooling and materials contains Bakker Magnetics' exclusive, unique and highly sensitive information, knowhow and intellectual property and that such materials may not be disclosed to the other party, nor shall the other party claim any right to such materials.

- 9.5 Bakker Magnetics may charge the creation, use and or development of such Tooling as a contribution for engineering and necessary toolings separately to the other party. Any payment of such charges by the other party shall not result in any right to disclosure or right of use, property, title, license or otherwise for the other party with regard to Tooling.

- 9.6 The other party shall keep confidential any information related to such Tooling and make no such information available to third parties.

- 9.7 Should for the purpose of the supply of the goods or services or the performance of the purchase order a disclosure or provision of such Tooling and/or information to the other party be required or occur:

A) Any disclosure of such Tooling to the other party or the other party's designated addressees shall strictly be for the purpose of such party's involvement, be subject to obligations of diligence and care vis-à-vis Bakker

Magnetics which are no less restrictive than apply to the other party, and the other party shall bear the entire risk for such Tooling and information;

- B) the other party shall not and shall not permit its employees or any third party to: (a) use or copy the Tooling or any part thereof; (b) use the Tooling for any purpose other than the authorized purpose; (c) modify, translate or prepare derivative works based on the Tooling ; (d) rent, lease, loan, sell, transfer, distribute or sublicense the Tooling or any copy or part thereof to any other person or entity; (e) reverse-compile or decompile, disassemble or otherwise reverse engineer any part of the Tooling ; (f) alter, remove or obscure any copyright, trademark or other proprietary notices or confidentiality legend on or in the Tooling; or (g) disclose or publish any performance benchmark results for the Tooling.
- C) If any modification to the Tooling is made, Bakker Magnetics shall own such modification as of the moment of its creation without any formality being required. To the extent necessary the other party hereby assigns and transfers to Bakker Magnetics and accordingly, Bakker Magnetics hereby accepts all intellectual property rights with respect to such modifications to the Tooling;
- D) the other party undertakes to account for the Tooling in its books and records as the property of Bakker Magnetics. Furthermore, the other party undertakes to make every effort to maintain the rights of Bakker Magnetics in respect of the Tooling, and to notify Bakker Magnetics promptly of anything that may be relevant to Bakker Magnetics in connection with the Tooling and the maintenance of Bakker Magnetics 's rights.
- 9.8 the other party shall neither transfer the Tooling to any third party, nor encumber or allow a pledge on any part of the Tooling. the other party shall not do anything in respect of the Tooling which may be detrimental to the interests of Bakker Magnetics.

10. COMPLAINTS, OBLIGATION TO EXAMINE, LIMITATION AND PERFORMANCE

- 10.1 The other party is enjoined to examine the products upon delivery as to their compliance with the contract. The other party's right to submit complaints will lapse if it has failed to notify Bakker Magnetics in writing stating the grounds for its complaint as soon as possible within 14 days of delivery, or - in case of invisible defects - within 14 days after the defects could reasonably have been detected.

- 10.2 Bakker Magnetics' liability will in any case be limited to defects detected within one year of delivery. If the daily use of the product exceeds the use stated when the order was placed, this period will be reduced accordingly.

- 10.3 Defective parts which have been replaced will be made available to Bakker Magnetics and are the latter's property.

- 10.4 Bakker Magnetics will not be liable for any defects arising from materials provided, or a design stipulated by the other party.

- 10.5 Bakker Magnetics will only be liable for defects arising during operation conditions provided for in the agreement and during proper use of the product.

- 10.6 If the goods delivered do not comply with the agreement, Bakker Magnetics may, at its discretion, deliver the missing product or proceed with repair or replacement or renewed delivery in return for repayment of the purchase price.

- 10.7 No products may be returned without Bakker Magnetics' written permission.

11. NUMBERS, MEASUREMENTS, WEIGHT AND OTHER PARTICULARS

- 11.1 Small deviations as to designs, measurements, weight, numbers, colours and any other particulars that do not essentially affect the technical performance and/or operation of the products will be permitted.
- 11.2 The products supplied by Bakker Magnetics are considered to have been properly manufactured if they meet the specifications stated in the order confirmation.

12. TERMINATION/RELEASE

- 12.1 If the other party fails to meet any obligation arising from the agreement or fails to meet such obligation properly or in time, as well as in the event of bankruptcy or compulsory winding-up or a moratorium or in the event the other party is placed under guardianship or its business is dissolved or liquidated, Bakker Magnetics will, at its discretion, be entitled to (partly) terminate the agreement or to suspend any (further) execution of the agreement, without any obligation to compensate and without prejudice to any other rights. In such cases Bakker Magnetics will furthermore be entitled to immediate settlement of any claims it may have.
- 12.2 If the proper fulfillment by Bakker Magnetics is, partly or entirely and either temporarily or permanently impossible due to one or more circumstances which are beyond Bakker Magnetics' control, which will include the circumstances laid down in subsection 3, Bakker Magnetics will be entitled to terminate the agreement.
- 12.3 Circumstances which in any case are beyond Bakker Magnetics' control are: conduct other than willful or gross negligence of persons hired by Bakker Magnetics in respect of the performance of its obligations; unsuitability of goods used by Bakker Magnetics in the performance of its obligations; a third party exercising one or more rights against the other party in respect of failure by the other party with respect to the fulfillment of the agreement concluded by the other party and that third party in respect of the products supplied by Bakker Magnetics; strike, lock-out, illness, prohibitions as to import, export and/or transit, transport problems, non-fulfillment of obligations by suppliers, breakdown of production, natural or nuclear disasters and (the threat of) war and/or terrorism.
- 12.4 If the other party, after having been given 14 days' notice by Bakker Magnetics, does not lend its co-operation to delivery, Bakker Magnetics will be released from its obligations.

13. LIABILITY

- 13.1 Bakker Magnetics can only be held liable for losses resulting from willful or gross negligence or recklessness.
- 13.2 Bakker Magnetics will never be enjoined to compensate anything other than material damage and/or losses arising from personal injuries. Bakker Magnetics will not be liable for trading loss, loss of profit, losses resulting from claims by third parties and/or (other) consequential damage.
- 13.3 The liability for any claim or for the total of all claims arising from any act or default of Bakker Magnetics will not exceed 15% of the actual product price, and Bakker Magnetics will always be allowed a reasonable period for recovery and/or replacements and/or repairs first.
- 13.4 Bakker Magnetics reserves the right to invoke all available statutory and contractual defenses in contesting its liability in relation to the other party on behalf of itself as well as its employees and non-employees for whose conduct it may be liable by law.

14. COMPLIANCE

- 14.1 The other party shall not, directly or indirectly, take any action that would cause Bakker Magnetics to be in violation of any export-, import or anti-bribery regulation, or any sanctions program administered or implemented by the applicable authority (including the European Union and its bodies, the U.S. government and its Treasury Department's Office of Foreign Assets Control, the U.S. Export Administration Regulations).
- 14.2 The other party warrants to Bakker Magnetics to comply with all applicable (government) export and import laws, regulations and ordinances of any country or government having jurisdiction over the subject matter hereof. Further, the other party agrees that it shall not, unless authorized by applicable government license or regulation, directly or indirectly export or re-export any product, technical information, technology, software or other commodity furnished or developed under this or any other agreement between Bakker Magnetics and the other party, or any other product that is developed or produced from or using Bakker Magnetics' products, technical information, technology, software or other commodity provided by Bakker Magnetics to any country for which such export or re-export requires a license or authorization (a **Prohibited Country**), including releasing or making available such technical information, technology or software to nationals, wherever they may be located, of any Prohibited Country. Further to this the other Party is explicitly prohibited and warrants that it will not distribute any products, technical information or otherwise provided by Bakker Magnetics to persons and / or contractors in the employ of Companies who may be prohibited by law, sanction or regulation from receiving such information and products either directly and / or indirectly.
- 14.3 The other party shall defend and indemnify Bakker Magnetics against all damages, costs, third-party claims and expenses (including fines and penalties), whether directly or indirectly arising from or as a result of any breach of the other party of the stipulations of this clause 14.

15. APPLICABLE LAW/JURISDICTION

- 15.1 Dutch Law will govern any disputes arising between Bakker Magnetics and the other party.
- 15.2 The Vienna Sales Convention (Convention of International Sale of Goods) will not apply.
- 15.3 Any disputes between Bakker Magnetics and the other party will be brought before the court having jurisdiction in the city where Bakker Magnetics has its registered office, unless Bakker Magnetics prefers the court having jurisdiction in the other party's place of residence or registered office.