

GENERAL CONDITIONS OF SALE AND DELIVERY
filed with the Chamber of Commerce in Leiden

1. Applicability

- 1.1 These general conditions are applicable to all acts of and transactions entered into by Cleantron, including the making of offers (and the acceptance thereof) and entering into agreements regarding the delivery of products or the performance of services, unless otherwise agreed in writing.
- 1.2 The purchase- or other conditions of the Customer are not accepted by Cleantron.
- 1.3 These general conditions also apply, if the Customer has accepted the applicability thereof in earlier agreements with Cleantron.

2. Definitions

- 2.1 In these conditions the following words and expressions shall have the following meanings:
 - a. Agreement: an agreement between the Customer and Cleantron which has been concluded by a written confirmation issued by Cleantron of an order (confirmation) of the Customer;
 - b. Cleantron: INND Batteries BV trading under the name Cleantron;
 - c. Customer: a party with whom Cleantron enters into an Agreement;
 - d. Offer: offers and quotations in whichever form issued by Cleantron;
 - e. Warranty: Cleantron's obligations arising out of clause 9.

3. Offers; conclusion agreement

- 3.1 Offers issued by Cleantron are without prejudice and subject to confirmation and Cleantron may revoke any offer until just after receipt of acceptance of such offer by the Customer.
- 3.2 The illustrations, drawings, descriptions and specifications, etc. pertaining to an Offer are an approximate only, unless Cleantron has expressly stated that they are to be regarded as an accurate specification.
- 3.3 An agreement binding on Cleantron shall only come into effect by (and on the date of sending of) the issue by Cleantron of a written statement in which Cleantron confirms the order or order confirmation of the Customer.
- 3.4 The conclusion of each Agreement is subject to the Customer's creditworthiness. In case of doubt regarding and changes of such creditworthiness, Cleantron shall be entitled to require payment in cash or full or partial payment before or on delivery and to suspend the performance of the Agreement until the Customer shall have granted adequate security for the due performance of its obligations thereunder.

4. Prices

- 4.1 All prices specified by Cleantron are exclusive of VAT.
- 4.2 Unless otherwise specified, all prices are ex warehouse Cleantron, excluding carriage- and transportation costs and excluding insurance against loss, damage or theft. If Cleantron uses Incoterms, the version in force on the date the Offer is issued applies.
- 4.3 If the costs of goods ordered by the Customer escalate by a change in cost price factors (including currency exchange rate changes and inflation) between the date of conclusion of the Agreement and the date of delivery (whether or not by an act or omission of the Customer) with a resulting cost price increase of more than 2 percent compared to the price quoted in Cleantron's order confirmation, Cleantron shall be entitled to increase the price accordingly.

5. Delivery and transport

- 5.1 A delivery date shall be treated as being approximate. If a specific delivery period is agreed, that period shall start on the date of the conclusion of the Agreement or, if later, on the day on which an agreed advance payment is paid in full and/or all information to be provided by the Customer which is relevant to the execution of the Agreement is received.
- 5.2 Cleantron shall only be in default for failing to meet a delivery deadline if Cleantron, after the expiry of a reasonable additional period of time granted by the Customer in writing, fails to comply with all or part of its obligations towards the Customer as a result of circumstances that are attributable to Cleantron. In that case, the Customer shall be entitled

to terminate the Agreement if it cannot reasonably be required to uphold it, but shall not be entitled to compensation of damages.

- 5.3 If it is agreed that Cleantron shall arrange for the transport of the goods, the Customer shall timely indicate to Cleantron whether the good(s) to be supplied must be insured against loss, damage and theft.
- 5.4 Cleantron shall be entitled to arrange for the storage of goods which have not been collected by the Customer on time at the expense and risk of the Customer and to charge the Customer for any storage- and transport costs in connection therewith.

6. Transfer of risk, ownership and retention of title

- 6.1 The risk for the goods supplied by Cleantron passes to the Customer at the time on which such goods are offered for transport from Cleantron's warehouse to the place of destination designated by the Customer.
- 6.2 Title to goods supplied by Cleantron only passes to the Customer, if the Customer has paid all amounts owing to Cleantron in connection with the supply of these goods as well as other goods previously or subsequently supplied by Cleantron, including the related services, interest and costs.
- 6.3 In the event of late payment Cleantron shall be entitled to repossess or arrange for the return of any goods delivered subject to retention of title without further notice of default and without judicial intervention being required. The Customer shall return such goods at Cleantron's first request, shall render all assistance desired by Cleantron (including providing unrestricted access) and hereby authorizes Cleantron in advance to access all sites in and around the Customer's business for this purpose.
- 6.4 The Customer is entitled to use any goods which are supplied by Cleantron subject to retention of title in the course of its normal business. The Customer is not authorized to encumber such goods with a right of pledge or other rights or security interests.

7. Payment

- 7.1 Unless otherwise agreed in writing payments are due no more than 30 calendar days after the invoice date and must be made to the bank account designated by Cleantron. Cleantron may always require payment in cash or full or partial payment before or on delivery.
- 7.2 The Customer may not set off amounts owed by it to Cleantron against amounts owed to it by Cleantron. In the case of bankruptcy or suspension of payments or seizure of the assets of the Customer, all amounts owed by the Customer to Cleantron shall be due and payable immediately and in full and Cleantron may offset any such claims immediately.
- 7.3 In the event of late payment by the Customer, including payment in cash or full or partial payment before or on delivery as required by Cleantron:
 - a. Cleantron may suspend performance under the Agreement until such time as full payment is received and, if the Customer fails to pay in full after a written notice has been sent, to terminate all or part of the Agreement;
 - b. the Customer, without notice being required, shall be liable to pay interest on the outstanding amount in accordance with clause 7.4;
 - c. the discounts given by Cleantron are cancelled, without prejudice to Cleantron's right to compensation of the damages (to be) suffered by it.
- 7.4 In the event of late payment as from the due date interest shall be due on the outstanding amount at the rate of 1,5 percent per month, where part of a month shall be considered a full month. Any interest accrued monthly which is not paid shall bear interest after one calendar year after date such interest became due.
- 7.5 Any legal and extrajudicial costs incurred by Cleantron related to the collection of outstanding amounts shall be borne by the Customer. Unless the Dutch Act regulation extrajudicial collection costs ("Wet normering buitengerechtelijke incassokosten") applies, the extrajudicial collection costs shall be equal to 15 percent of the outstanding amount with a minimum of EUR 500,-.

8. White label production

- 8.1 In the event of production or assembly by Cleantron of goods for and on behalf of the Customer based on such Customer's plans, designs, drawings and other specifications, the agreed price is based upon the delivery of goods and the provision of services (if any) set out in the Agreement. Unless otherwise stated, any variations to the requirement for such goods and/or services shall be a variation to the Agreement entitling Cleantron to vary the price and delivery arrangements (if and to the extent Cleantron accepts such variation).
- 8.2 In the event the Customer provides plans, designs, drawings or other specifications and such plans, designs, drawings and other specifications are incorrect, inadequate or lead in any way whatsoever to defects, incorrect or inadequate performance of services, delays in the supply of goods and/or the performance of services under the Agreement:
- the Customer shall be liable for any damages of Cleantron or any third party resulting therefrom and the Customer shall indemnify Cleantron against any such claim by a third party, and
 - Cleantron shall be entitled to vary the price and delivery arrangements.
- 8.3 If the Customer requires the goods to be subject to any tests or inspection, in addition to the standard acceptance tests performed by Cleantron prior to the delivery of goods, the Customer shall pay all costs of such additional tests or inspection required by it, including the costs of attendance at Cleantron's premises to witness the same. In the event of any delay on the Customer's part in attending such tests after seven days' notice that the goods are ready for such tests, Cleantron may proceed with such tests in the Customer's absence.
- 8.4 Any sample or prototype is provided by Cleantron to indicate only the general nature of the goods or services. Cleantron provides no warranty that the goods or services supplied will correspond precisely with any sample or prototype. Any samples or prototypes submitted to the Customer must, if required by Cleantron, either be paid for by the Customer or be returned to Cleantron within one calendar month of date of receipt (or as otherwise agreed). Cleantron reserves the right to incorporate minor modifications not affecting performance, dimensions and materials.
- 9. Warranty, defects and repairs**
- 9.1 Cleantron warrants that:
- goods shall be free from defects in components, materials, workmanship or design, other than components, materials and/or designs made, furnished or specified by the Customer; and
 - any related services shall be provided using all reasonable skill and care.
- 9.2 If there is a defect in goods supplied or services rendered, the Customer shall be entitled to require Cleantron to rectify the defect free of charge by means of - at Cleantron's discretion - repair, replacement or re-execution, provided that the following conditions are met:
- the Customer has met all its obligations vis-à-vis Cleantron;
 - the cause of the defect is directly attributable to Cleantron;
 - it is reasonably possible to rectify the defect;
 - it is a defect in (parts of) goods which are either manufactured by Cleantron or for which Cleantron can invoke a warranty of its suppliers;
 - the defect comes to light within 12 months of the delivery of the item concerned or the notification that the service was performed;
 - Cleantron is notified of the defect in writing within 14 days of the time when it could reasonably have been discovered;
 - any repairs, additions or alterations to the goods supplied have been carried out by Cleantron or by a third party with Cleantron's prior written consent;
 - any materials used for the work mentioned under g. comply with Cleantron's specifications.
- 9.3 In the event that the Customer assembles or incorporates a good supplied by Cleantron in a product of the Customer, the Customer shall:
- comply with Cleantron's (assembly)instructions and warnings and shall meet Cleantron's specifications;
 - ensure that such assembly or incorporation is carried out skillfully in sound products of good quality and in such a manner that an overload shall not be possible.
- 9.4 The Warranty shall not apply to defects caused by breakage, normal wear and tear, improper handling or maintenance, use contrary to Cleantron's instructions, warnings and specifications or subjecting the goods to abnormal conditions.
- 9.5 Instead of repair or replacement in accordance with clause 9.2 Cleantron has the option to request the Customer to return the supplied good against payment of the amount of such good's market value at the time the claim under the Warranty is made.
- 9.6 In respect of defects in repairs carried out in accordance with clause 9.2 the Warranty applies for a period of three months after the repairs have been carried out or, if that is a later date, until the end of the original warranty period of 12 months.
- 9.7 A claim under the Warranty does not suspend the Customer's payment obligations.
- 9.8 Cleantron has obtained warranties from suppliers of (parts of) the goods not originally manufactured by Cleantron, and Cleantron shall procure that such warranties shall subsist and that any rights thereunder shall be fully exercised by Cleantron for the benefit of the Customer. The Customer acknowledges that it will only be entitled to such warranty and like benefits as are received by Cleantron in respect of such goods of third parties.
- 9.9 A defect that does not seriously impede the use of the supplied goods or services rendered, such as the non-availability or partial availability of promised documentation, shall not constitute grounds to claim failure to meet a delivery deadline or to refuse to accept or pay for the goods or services. This shall not affect the Customer's right to have the shortcoming rectified as soon as possible.
- 9.10 An Agreement may only be completely or partially terminated by the Customer as a result of a defect insofar as the Customer cannot reasonably be required to uphold it.
- 10. Force majeure**
- 10.1 Failure to comply with an obligation shall not be regarded as attributable to a party, if it is the result of or is related to a circumstance which is beyond the control of the party concerned, whether it could have been foreseen or not. Such circumstances include but are not restricted to: war or a similar circumstance, mobilization, riots, sabotage, terrorism, threats of terrorism, fire, lightning strike, natural disasters, extreme weather conditions, implosion, explosion or escape of dangerous gases or substances, strikes, sit-ins, boycotts or blockades and measures taken by a domestic or foreign government such as the imposition of import, export, delivery or production bans. In case of force majeure or circumstances impeding the normal course of Cleantron's business, Cleantron has the option to suspend the performance of the Agreement or to terminate the Agreement, in both cases without Cleantron becoming liable for compensation of any damages (to be) suffered by the Customer.
- 10.2 If a party fails to comply with the Agreement, without this being attributable to the party concerned, and if it remains impossible to comply with the Agreement on a permanent basis, the Agreement may be terminated with immediate effect by either of the parties. If compliance is not permanently impossible, the delivery period will be extended with the period during which compliance was impossible, including time required for resumption of production. In that case each party may terminate the Agreement but only after an extension period of at least three calendar months.
- 11. Liability**
- 11.1 Cleantron's liability to compensate damages suffered by the Customer is limited as follows:
- in no case shall Cleantron be liable for damages in excess of an amount of more than two times the amount charged for the relevant good(s) supplied and services rendered per incident, a series of connected incidents to be considered as one incident, and up to a maximum of EUR 150.000,- per calendar year;
 - in no case shall Cleantron be liable for damages resulting from plans, designs, drawings and other specifications provided by the Customer or from components and/or materials furnished or specified by the Customer or from the use of tools, molds, equipment and/or machines furnished by the Customer;
 - in no case shall Cleantron be liable for damages caused by breakage, normal wear and tear, improper handling or maintenance, use contrary to Cleantron's instructions, warnings and specifications or subjecting the goods to abnormal conditions;
 - in no case shall Cleantron be liable for any indirect damages, howsoever caused, including without limitation damages caused

by loss of profit, loss of income or revenue, damages resulting from delays in delivery and/or performance, damages to goods of the Customer or third parties, damages resulting from disruptions and/or defects such as production loss or stagnation or delay of production- or business processes, loss of information including the costs of recovery thereof, lost savings, missed contracts, costs made in vain, increase of operational costs, extra costs related to purchase elsewhere and discounts or penalties owed to third parties, unless and in such case to the extent such indirect damages are covered by any of Cleantron's liability insurance policies.

- 11.2 The right to compensation of damages shall expire if no claim is made in writing within 14 days of the discovery of the damage. No compensation shall be payable for damages that come to light more than 12 months after the delivery of the goods concerned or the notification that the service has been performed.
- 11.3 The Customer shall indemnify Cleantron against any claim by third parties to claim compensation for damages resulting from goods supplied or services rendered by Cleantron.
- 11.4 To the extent Cleantron renders advice without an agreement in place covering the rendering of such advice, such advice is given without prejudice and Cleantron shall not be liable therefor.

12. Termination

- 12.1 If a party fails to fully or properly meet any obligation under the Agreement or fails to meet a deadline under the Agreement, is declared bankrupt, requests suspension of payments, liquidates its business or if its assets are fully or partially seized, such party will be deemed to be in default by operation of law and the non-defaulting party shall be entitled, without prejudice to its right to demand performance, to immediately terminate the Agreement, or any part of the Agreement which has not yet been performed, without prejudice to the non-defaulting party's right to be compensated for damages.

13. Intellectual property rights

- 13.1 Cleantron is the only party entitled to the intellectual property rights which are used or made available to the Customer in connection with the conclusion and the performance of an Agreement, for example in the form of drawings, diagrams, designs, calculations, descriptions or relevant documentation. The information pertaining thereto may not be disclosed to third parties without the express written consent of Cleantron and may only be used by the Customer within the framework of the conclusion and the performance of the Agreement. In the event that no agreement is concluded, the Customer shall immediately return at Cleantron's first request all documentation (including the Offer), information carriers and any copies thereof.
- 13.2 Where software is embedded in or delivered with the goods, the sale of the goods shall not constitute a transfer of title in the same to the Customer but shall only imply a non-exclusive and non-transferable license under Cleantron's intellectual property rights to use the same with, and as embedded in or delivered with, the goods supplied by Cleantron.

14. Applicable law; change of address; disputes

- 14.1 The Agreements between Cleantron and the Customer shall be governed by the laws of the Netherlands with the exception of the Vienna Sales Convention (CISG).
- 14.2 Cleantron is entitled to continue to regard the address provided by the Customer as such until the Customer shall have notified Cleantron in writing of a new address.
- 14.3 All disputes between Cleantron and the Customer shall be exclusively submitted to the court having jurisdiction in the area ("arrondissement") Noord-Holland.