

## **TERMS AND CONDITIONS UNOLINER SYSTEMS B.V.**

These TERMS AND CONDITIONS have been published August 1, 2019, by UnoLiner Systems B.V., hereinafter referred to as “Company”, with its principal place of business located at De Veken 104, postal code 1716 KG, in the municipality of Opmeer, The Netherlands. The other party, either an existing client or a potential client, i.e. a company or person who has requested an offer from Company, is referred to as “Client”. Any and all products made by Company are referred to as “Equipment”. These terms and conditions apply to all quotations, offers, and sales made by Company, and all agreements that may result therefrom.

In the event of conflict between the agreement concluded between Company and Client and these terms and conditions, the provisions of the agreement will prevail.

By requesting an offer or making a purchase from Company, Client agrees to abide by the following terms and conditions:

### **ARTICLE I**

#### **GENERAL PURCHASING TERMS**

1.1. Client shall purchase Equipment from Company at Client’s own risk and for Client’s own account. If Client sells Equipment to end users, Client shall act as an independent trader towards Company and Client’s customers.

1.2. All prices stated are in Euros, Ex Works (EXW) Company’s storage facility in The Netherlands, and exclusive of VAT. Client is free to establish its terms of business to its customers, its own resale price setting, as well as the commission which Client grants to its dealers.

1.3. All offers are without obligation.

1.4. If Client does not accept Company’s offer, Company is entitled to charge Client for all costs incurred by Company in making the offer.

### **ARTICLE II**

#### **PAYMENT**

2.1. All payments to Company are to be in Euros. Unless Company specifies otherwise, the payment will be made as follows: 30% (thirty percent) of the total order value invoiced by Company is to be paid by Client at order placement; the remaining 70% (seventy percent) of the total order invoiced by Company is to be paid by Client before delivery. Both payments will be considered paid when confirmed by Company’s bank as having been paid into the bank account of Company. Client adheres to account number and details as specified on invoices by the Company.

2.2. If Client fails to comply with its payment obligation, instead of paying the sum of money agreed it will be obliged to comply with Company’s request for payment in kind.

2.3. The right of Client to set off or suspend amounts it is owed by the Company is excluded, except in the event of Company’s bankruptcy or if statutory debt rescheduling applies to the Company.

2.4. Irrespective of whether Company has fully executed the agreed performance, everything that is or will be owed to it by Client under the agreement is immediately due and payable if: (a) a deadline for payment has been exceeded; (b) an application has been made for Client’s bankruptcy or suspension of payments; (c) attachment is levied on Client’s goods or claims; (d) Client

(a company) is dissolved or wound up; (e) Client (a natural person) requests to be admitted to statutory debt rescheduling, is placed under guardianship, or dies.

2.5. If payment is not made within the agreed payment deadline, Client will immediately owe interest to Company. The interest rate is 12% per annum, but is equal to the statutory interest rate if the latter rate is higher. When calculating interest, part of a month is regarded as a whole month.

2.6. Company is authorised to set off its debts to Client with amounts owed by Client to other companies affiliated with Company. In addition, Company is authorised to set off amounts owed to it by Client with debts to Client of other companies affiliated with Company. Furthermore, Company is authorised to set off its debts to Client with amounts owed to Company by companies affiliated with Client. Affiliated companies are understood to mean the companies belonging to the same group, within the meaning of Article 2:24b Dutch Civil Code, and participating interests within the meaning of Article 2:24c Dutch Civil Code.

2.7. If payment is not made within the agreed payment deadline, Client will owe Company all extrajudicial costs, with a minimum of € 75. These costs will be calculated on the basis of the following table (principal sum plus interest):

|                                |          |     |
|--------------------------------|----------|-----|
| on the first                   | € 3,000  | 15% |
| on any additional amount up to | € 6,000  | 10% |
| on any additional amount up to | € 15,000 | 8%  |
| on any additional amount up to | € 60,000 | 5%  |
| on any additional amount from  | € 60,000 | 3%  |

The extrajudicial costs actually incurred will be owed if these are higher than they would be according to the calculation above.

2.8. If judgment is rendered in favour of Company in legal proceedings, all costs that it has incurred in relation to these proceedings will be borne by Client.

### **ARTICLE III**

#### **SECURITY**

3.1. Irrespective of the agreed payment conditions, upon the first demand of Company, Client is obliged to provide such security for payment as Company deems sufficient. If Client does not comply with such demand within the period set, it will immediately be in default. In that event, Company is entitled to terminate the agreement and to recover its damage from Client.

3.2. Company will retain ownership of any Equipment delivered as long as Client (a) fails or will fail in the performance of its obligations under this agreement or other agreements; (b) has not paid debts that have arisen due to non-performance of the aforementioned agreements, such as damage, penalties, interest and costs.

3.3. As long as the Equipment delivered is subject to retention of title, Client may not encumber or alienate said Equipment other than in the ordinary course of its business.

3.4. Once Company has invoked its retention of title, it may take possession of the Equipment delivered. Client will lend its full cooperation to this end.

3.5. Company has a right of pledge and a right of retention in respect of all goods that are or will be held by it for any reason whatsoever and for all claims it has or might acquire against Client in respect of anyone seeking their surrender.

3.6. If, after Equipment have been delivered to Client by Company in accordance with the agreement, Client has met its obligations, the retention of title will be revived with regard to such Equipment if Client does not meet its obligations under any agreement subsequently concluded.

#### **ARTICLE IV**

##### **ORDERS, DELIVERY, PRICING**

4.1. Orders. Client shall order Equipment by written email notice to Company. Each order shall specify the Client's purchase order number, the number of units to be shipped, the type of units to be shipped (as identified by Company model number designations indicated in the price list) including all optional features, and, if requested by Client, the desired method of shipment and shipping location. Company shall indicate its acceptance of such release by returning an email confirmation. Company agrees, upon receiving and mutual acceptance of the commercial order thereto, to ship units to Client as close as possible according to the delivery schedule set forth in each order as accepted by Company, unless Company indicates otherwise in writing.

4.2. Shipment. All shipments of Equipment shall be made according to Incoterms Ex Works (EXW), Company's storage facility in The Netherlands. The delivery period will be set by Company on an approximate basis, and Company will assume it to be a reasonable period under the conditions known to them at that time.

4.2.1. The delivery period will commence once agreement has been reached on all commercial and technical details, all necessary data, final and approved drawings and the like are in Company's possession, the agreed payment has been received, and the necessary conditions for performance of the assignment have been satisfied.

4.2.2. If circumstances differ from those that were known to Company when the delivery period was set, Company may extend the delivery period by such period as it needs to perform the assignment. In the event of any contract addition, the delivery period will be extended by such period as Company needs to (cause to) supply the materials and parts for such work and to perform the contract addition. In case of a suspension of obligations by Company, the delivery period will be extended by the duration of the suspension. In the event of inclement weather, the delivery period will be extended by the resulting delay. Under the aforementioned circumstances, if the delayed or additional work cannot be incorporated into Company's schedule, the work will be completed as soon as Company's schedule permits.

4.2.3. Liability for loss or damage in or during transit, i.e. storage, loading, transport and unloading or thereafter, shall pass to Client upon Company's delivery of Equipment to a common carrier for shipment. Client may insure itself against these risks. Client shall bear all costs of transportation and insurance. Before shipment, Client will reimburse Company if Company prepays or otherwise pays for such expenses. Client is required to pay all costs incurred by Company as a result of delay affecting the delivery period.

4.2.4. Company shall not be in default by reason of any failure in its performance under this agreement if such failure results from, whether directly or indirectly, fire, explosion, strike, freight embargo, Act of God or of the public enemy, war, civil disturbance, act of any government, de jure or de facto, agency or official thereof, material or labour shortage, transportation contingencies, severe weather, default of any other manufacturer or a supplier or subcontractor, quarantine, restriction, epidemic, catastrophe, or otherwise arisen out of causes beyond the control of Company. Nor shall Company at any time be liable for any incidental, special, or consequential damages.

4.2.5. If the delivery period is exceeded, this will in no event entitle Client to collect damages or terminate agreements.

4.3. Exchanging goods. In the event of a purchase in which a good is exchanged and Client retains the good to be exchanged pending delivery of the new good, the risk attached to the good to be exchanged remains with Client until it has placed this good in Company's possession. If Client

cannot deliver the good to be exchanged in the condition that it was in when the agreement was concluded, Company may terminate the agreement.

4.4. Price change. Company may pass on to Client any increase in costing factors occurring after conclusion of the agreement. Client will be obliged to pay the price increase on any of the following occasions, at Company's discretion: (a) upon the occurrence of the price increase; (b) at the same time as payment of the principal sum; (c) on the next agreed payment deadline.

4.5. Failure to take delivery of goods. Upon expiration of the delivery period, Client is obliged to take delivery of Equipment forming the subject of the agreement. Client must lend all cooperation that can be reasonably expected from it to enable Company to make the delivery. If Client does not take delivery of Equipment, such Equipment will be stored at the risk and expense of Client. Upon breaching these provisions, Client will owe Company a penalty of € 250 per day, to a maximum of € 25,000. This penalty may be claimed in addition to damages pursuant to the law.

## **ARTICLE V**

### **PROPRIETARY RIGHTS**

5.1. Use of Company Name. Company's authorized legend is property of Company and may not be used without Company's permission. All advertising and other promotional material regarding Equipment will be submitted to Company in advance and will only be used if Company consents thereto. This consent shall not be unreasonably withheld. Company hereby authorizes and requires Client's use of the Company's insignia or lettering on the delivered products. Company also authorizes the Client's use of the legend set forth below, up until twelve (12) months after Client's most recent purchase of a UnoLiner bench set, which consists of a scissor lift, bench frame, pulling tower, and several accessories. Upon request, Company shall submit to Client in writing full particulars prior to any use of the authorized legends, on stationery, invoices, promotion material or otherwise, and Client shall not proceed with such use unless and until the Company's written approval has been received.

Authorized legend shall be the following:

UnoLiner

UnoLiner Systems



Company retains the right to demand Client to discontinue the use of this legend on any stationery, invoices, promotion material, or otherwise. Client will thereafter not use, either directly or indirectly in connection with its business, such legend or any other names, titles of expressions so nearly resembling the same as would likely lead to confusion or uncertainty, or to deceive the public. Client shall neither register, nor have registered, any of the above mentioned trademarks, trade names, or symbols owned by Company (or which are similar to those used by Company).

5.2. Drawings, Data and Equipment. All data provided by Company are proprietary in nature. Client agrees to abide by the terms of said proprietary nature and to be liable for all loss or damage incurred by Company as a result of the improper or unauthorized use of such data. These data may not be copied, used or shown to third parties without Company's prior written consent. Client will owe Company an immediately payable penalty of € 25,000 for each breach of this provision. On the Company's first demand, Client must return the data provided to it within the time limit set by Company. Breach of this provision means Client will owe Company an immediately payable penalty

of € 1,000 per day. Both specified penalties may be claimed in addition to damages pursuant to the law.

5.2.1. It is strictly prohibited to copy Equipment in part or in its entirety. Company retains for itself all proprietary rights (copyright and industrial property rights) to all designs, engineering details, pictures, drawings, models, and other data pertaining to any Equipment and to all discoveries, inventions, patent rights, etc., arising out of work done in connection with the contract and to any and all Equipment developed as a result thereof, including the sole right to manufacture any and all such products. These rights will remain Company's property regardless of whether the costs of their production have been charged to Client.

5.2.2. Client shall not contact Company's suppliers, or any other person, for the purpose of procurement or manufacture.

5.3. Title to Products and Documentation Package. Client acknowledges that all Equipment and documentation provided by Company are the exclusive property of Company, and that these are made available to Client in confidence and solely on the basis of its confidential relationship to Company. Client agrees not to print, copy, provide, or otherwise make available, in whole or in part, any portion of original or modified Equipment, documentation, or related materials.

## **ARTICLE VI WARRANTY**

6.1. Equipment Warranty. Company warrants all Equipment to be free from defects in material or workmanship under normal use and service for a period of maximum eighteen (18) calendar months from the date of ex-works delivery and for a period of twelve (12) calendar months from delivery by distributor to Client dealer or end user, on the condition the said twelve (12) calendar month warranty period falls within said ex-works eighteen (18) calendar month warranty and that the Registration Of Warranty has been correctly completed and returned according to the UnoLiner Systems warranty registration instructions. If it is determined that the fault is not caused by Company, or the damage was caused by negligence of Client, its agents, dealers, employees, or customers, Client agrees to pay all charges associated with each such repair.

If the fault is to be fixed under warranty, Company has full discretion in deciding how the product will be repaired or replaced. If Company decides to send new parts to replace the defective ones, Company will pay for transport and dispatch. Company can also arrange and pay for repair of defective products at Company's factory, headquarters, or a local machine shop.

The act of replacing defective parts and effecting repairs is the responsibility of Client. Client also bears the expense of disassembly and assembly, any travel and accommodation expenses required for repair, and all other costs arising from replacing and repairing Equipment.

This constitutes the sole warranty made by Company either expressed or implied. There are no other warranties expressed or implied which extend beyond the face hereof, herein, including the implied warranties of merchantability and fitness for a particular purpose. In no event shall Company be liable for any incidental or consequential damages, and Client's remedies shall be limited to repair or replacement of nonconforming units or parts.

6.2. Warranty Exemptions. Any tampering, change, misuse, or negligence in handling or use of Equipment renders the warranty void. The warranty is also rendered void if, at any time, Client, end user, or a third party to make any changes to any of Equipment's components or installs any components on or in the Equipment not supplied by Company that have not been approved by Company in writing prior to the installation of said components; if at any time the forces and weights applied to any part of the Equipment exceeds the rated tolerance; if any external device attached by Client, end user, or a third party creates conditions exceeding the tolerance of the Equipment; if the serial number plate is removed or defaced; if the defect is a result of normal wear and tear; if the defect is caused by lack of maintenance or improper maintenance; or if the defect results from installation, fitting, or repair by Client, end user, or a third party. Operation of the Equipment that

renders this warranty void will be defined to include all of the possibilities described in this paragraph, together with any practice which results in conditions exceeding the design tolerance of the equipment.

6.3. Additional. The provisions listed in this article apply mutatis mutandis to any claims by Client based on breach of contract, non-conformity, or on any other basis whatsoever. Client cannot assign any rights under this article.

## **ARTICLE VII SPARES**

7.1. Availability. Spares, as used herein, shall be defined as Company's standard subassemblies and parts used to fabricate or repair Equipment. Company shall make spares for purchase by Client for a period of not less than five (5) years after Company has discontinued the product in question. Such spares will be available to Client at prices, terms, and conditions in effect at the time such spares are purchased. No provision in this paragraph, or in any other part of these terms and conditions, shall relieve Client of its responsibility to stock spares.

## **ARTICLE VIII FORCE MAJEURE**

8.1. Force Majeure. Company is entitled to suspend performance of its obligations if it is temporarily prevented from performing its contractual obligations to Client due to force majeure. Force majeure is understood to mean, inter alia, the circumstance of failure by suppliers, Company's subcontractors or transport companies engaged by Company to perform their obligations or perform them in good time due to weather conditions, cybercrime, natural disasters, terrorism, disruption of digital infrastructure, fire, power failure, loss, theft or destruction of tools or materials, road blocks, strikes or work stoppages, and import or trade restrictions.

8.1.1. If Company's temporary inability to perform lasts for more than six months, it will no longer be entitled to suspend performance. On expiry of this deadline, Client and Company may terminate the agreement with immediate effect, but only in regard to such part of the obligations that has not yet been performed.

8.1.2. In the event of force majeure where performance is or becomes permanently impossible, both parties are entitled to terminate the agreement with immediate effect in regard to such part of the obligations that has not yet been performed.

8.1.3. The parties will not be entitled to compensation for damage suffered or to be suffered as a result of suspension or termination as referred to in this article.

## **ARTICLE IX NOTICES**

9.1. Notice or Communication. Any notice or communication required or permitted (other than Administrative Notice) shall be in writing and shall be sent by (a) email or by (b) registered mail, return receipt requested, postage prepaid. It shall be sent to the addresses set forth below or to such changed address as any party entitled to notice shall have communicated in writing to the other party.

UnoLiner Systems B.V.  
De Veken 104  
1716 KG  
Opmeer  
The Netherlands

Email: [info@unoliner.com](mailto:info@unoliner.com)

Any notices or communications to either party shall be deemed to have been given when deposited in the mail, addressed to the then current address of such party.

9.2. Date of Effectiveness. Any such notice or communication so mailed shall be deemed delivered and effective one hundred and twenty (120) hours after mailing thereof in The Netherlands.

## ARTICLE X

### GENERAL PROVISIONS

10.1. Relationship of Parties. The relationship between the parties established by these terms and conditions shall be solely that of vendor and vendee. All rights and powers not expressly granted to Client are expressly reserved to Company. Client shall have no right, power or authority in any way to bind Company to the fulfilment of any condition not herein contained, or to any contract or obligation, expressed or implied, that does not conform with these terms and conditions.

10.2. Independence of Parties. Nothing contained in these terms and conditions shall be construed to make Client the agent for Company for any purpose, and neither party shall have any right whatsoever to incur any liabilities or obligations on behalf or binding upon the other party. Client specifically agrees that it shall have no power or authority to represent Company in any manner; that it will solicit orders for products as an independent contractor in accordance with these terms and conditions; and that it will not at any time represent Company in any manner, orally or in writing to any person or corporation or other business entity and claim to possess any right, power or authority not expressly granted by these terms and conditions.

10.3. Indemnity. Client agrees to hold Company free and harmless from any and all claims, damages, or expenses of every kind or nature whatsoever (a) arising from acts of Client, or (b) arising from acts of third parties in relation to Equipment sold to Client under these terms and conditions, including but not limited to execution of liens and security interests by third parties with respect to any such Equipment. Company will not be held responsible in any way for any consequential damages.

10.3.1. Client will be fully responsible if a party other than Client holds Company responsible for any claims, damages, or expenses of every kind or nature whatsoever, including product liability as a result of a defect in Equipment supplied by Client to a third party. Client will indemnify and keep Company harmless against loss as a result of Client entering into a transaction with a third party, including the full cost of defence.

10.3.2. Client shall hold harmless and indemnify Company, its directors, officers, employees, and suppliers from and against any claims, demands, or causes of action whatsoever, including without limitation those arising on account of any injury or death of persons or damage to property caused by, arising out of, or resulting from the Equipment, advice, information, documentation, or practice provided by Company, its officers, employees, agents, or representatives. Client is obliged to establish and hold at Client's expense valid continuous coverage insurance for any claim by any party resulting from the purchase or use of Equipment. Said insurance must be suitable to cover any possible indemnity or claim thereto.

10.4. Liability. In the event of an attributable failure, Company is obliged to perform its contractual obligations as yet. Company's obligation to pay damages, irrespective of the legal basis, is limited to the costs of the defective parts or subparts of Equipment.

10.4.1. The following does not qualify for compensation: (a) consequential loss, including business interruption loss, production loss, loss of profit, transport costs, and travel and accommodation expenses. Client may insure itself against this damage if possible; (b) damage to Equipment in or under its care, custody or control. Such damage includes damage caused as a result

of or during the performance of the work to goods on which work is being performed or to goods situated in the vicinity of the work site. Client may insure itself against such damage if it so desires; (c) damage caused by the intent or wilful recklessness of agents or non-management employees of Company.

10.5. Entire Terms and Conditions. These terms and conditions between the Company and the Client covering the Equipment is set forth herein. Any amendment or modification shall be in writing and shall be executed by duly authorized representatives. The provisions of these terms and conditions are severable, and if any of these provisions are determined to be illegal or otherwise unenforceable, in whole or in part, under the laws of any jurisdiction, the remaining provisions or portions hereof shall, nevertheless, be binding and enforceable by and between the parties. Any provisions, terms, or conditions of Client's purchase orders which in any way contradict these terms and conditions, except those additional provisions specifying quantity and shipping instructions, shall not be binding upon Company and shall have no applicability to the sale of Equipment by Company to Client.

10.6. Termination of Agreement. Client is not entitled to cancel or terminate the agreement unless Company agrees to this. If Client wishes to terminate the agreement without Company being in default, and Company agrees to this, the agreement will be terminated by mutual consent. In that case, Company is entitled to an immediately due and payable compensation for all financial loss, such as loss suffered, loss of profit, and costs incurred.

10.7. Applicable Law. Agreements shall be governed solely by the laws of The Netherlands and is accepted by Company at its Corporate Office in Opmeer (NH), The Netherlands. The Vienna Sales Convention (C.I.S.G.) does not apply, nor do any other international regulations the exclusion of which is permitted. Any dispute arising out of or in connection with these terms and conditions, including but not limited to damages resulting from non-conformance to these terms and conditions, insofar no amicable solution can be found between parties, shall be settled by the Dutch Court having jurisdiction over the Company's place of business, unless Company deviates from this rule of jurisdiction and applies the statutory rules of jurisdiction.