

These General Terms & Conditions apply to all legal entities within PHENOSPEX B.V. and other affiliated entities that declare these General terms & Conditions applicable. Deposited by PHENOSPEX B.V. under nr.at the Chamber of Commerce of Limburg, The Netherlands on February.. , 2019

All entities bearing these General Terms & Conditions are hereafter referred to as 'Phenospex'.

Article 1: Applicability

1. These general terms and conditions apply to all quotations, legal relationships and agreements in terms whereof Phenospex supplies goods and/or services of any nature to the Customer. Deviations from and supplements to these general terms and conditions shall only be valid if agreed to expressly and in writing.
2. The applicability of the Customer's purchasing or other terms and conditions is expressly rejected.

Article 2: Offers

1. All quotations and other statements by Phenospex are without obligation unless expressly indicated otherwise in writing.
2. Offers will be based on the information, drawings, etc. provided by the Customer when applying for an offer, which Phenospex may assume to be correct. Any drawings, models, catalogues, prospectuses, diagrams, and specifications of capacity, measurements and weight, and any other information provided by Phenospex will be indicative only and will not be binding, unless otherwise agreed in writing.

Article 3: Intellectual property rights

1. Unless otherwise agreed in writing, Phenospex will retain all intellectual property rights in respect of the Phenospex's technical know-how, the Phenospex's hardware, software, data, prototypes, models, marketing concept, designs, sketches, pictures, drawings, ideas and solutions, and offers provided by it. The aforementioned will remain the intellectual property of Phenospex and may not be copied, shown to third parties or otherwise used without its express consent, regardless of whether any costs involved have been charged to the Customer.
2. The Customer shall only acquire the rights of use that are expressly awarded under these terms and conditions and/or by the agreement. Any other or further right of The Customer to reproduce software, methods, knowhow, data files or other materials is excluded. The right of use awarded to the Customer is non-exclusive and non-transferable to third parties.
3. The Customer shall not be entitled to remove or alter any reference to the confidential nature or the relevant copyright, trademarks, trade names or other intellectual property rights from the software, data files, methods, knowhow, equipment or other materials.
4. Phenospex is entitled to take technical measures to protect the software or with the view to impose agreed limitations on the duration of the right to use the software. The Customer shall not be entitled to remove or circumvent such a technical measure.
5. Unless Phenospex provides The Customer with a back-up copy of the software, The Customer shall be entitled to make one back-up copy that may only be used as protection against involuntary loss of possession or damage.
6. The Customer shall in no case be entitled to, or lay claim to the issue of the source code of (amendments, additions or a new version of) the software.

Article 4: Agreements

1. Agreements, by any name whatsoever, will not have been concluded until expressly accepted by Phenospex. Such express acceptance will be evidenced by written confirmation from Phenospex, or by the fact that performance of the agreement has commenced.
2. Agreements concluded with subordinate employees of Phenospex will not bind the latter insofar as it has not confirmed such agreements in writing. In this context 'subordinate employees' are all the employees and staff members who do not have power of attorney.

Article 5: Time and place of delivery

1. The delivery periods, manufacturing periods and periods within which goods and/or services will be provided specified by Phenospex will be approximate in all cases, unless otherwise agreed in writing. The delivery period will commence on the latest of the following moments:
 - a. the date of conclusion of the agreement; or
 - b. the date on the purchase order confirmation provided by the Phenospex; or
 - c. the date of receipt by Phenospex from the Customer of the documents, information, samples, testing materials, etc. required for the performance of the order; or
 - d. the date of receipt by Phenospex of the amount that must be paid in advance under the agreement before the commencement of the work.
2. Unless otherwise agreed in writing, the date of delivery of physical hardware will be the date at which these goods leave Phenospex' plant or warehouse in Heerlen, The Netherlands or the warehouse of its subHadS in case of direct shipment to the Customer.
3. The delivery periods will be extended by any period during which the performance of the agreement is delayed or complicated by circumstances not attributable to Phenospex.
4. The obligation to deliver may be suspended during any period in which the Customer has yet to fulfil any obligation towards Phenospex. Without prejudice to the other provisions of these General Terms and Conditions concerning the extension of delivery periods, the delivery period will be extended by the duration of any delay on the part of Phenospex as a result of failure of the Customer to fulfil any obligation arising from the agreement or to provide any cooperation that may be required of it with regard to the performance of the agreement.
5. A delay in delivery of goods or in the provision of services will not give the Customer the right to claim damages, terminate the agreement or refrain from fulfilling any obligation that it is under pursuant to the agreement.
6. Unless otherwise expressly agreed, Phenospex reserves the right to make partial deliveries or to provide the goods/services in parts. If such delivery or services are deemed to have been made or provided under separate agreements, each of those agreements will be governed by these General Terms and Conditions.
7. If Phenospex undertakes the transport of goods to the Customer and organises or arranges for such transport, the costs incurred will be charged to the Customer. Regardless of the agreements made with regard to freight and other costs and regardless of which party arranges the dispatch, the risk in the goods sold will at all times pass to the Customer the moment the goods have arrived at the

specific agreed location. Phenospex will in no event be liable for any damages that exceed the amount that it may receive from the carrier and/or insurer in connection with loss or damage during transport and will assign its claim against the carrier or insurer to the Customer at the latter's request.

Article 6: Prices

1. All prices are in the local currency of the Phenospex, excluding VAT and excluding any other taxes, import duties, duties, etc.
2. All prices are DAP, Incoterms 2010, unless otherwise expressly agreed in writing.
3. Phenospex will have the right to proportionally increase any prices quoted and/or agreed, while adjusting the VAT due, in the event of an increase after the quotation or conclusion of the agreement in the costs of materials, raw materials or labour, transport cost, or of government charges or import duties, and furthermore in the event of an increase in purchase prices as a result of any change in the value of the applicable currency as a result of a change in the exchange rate or otherwise, and finally if the Customer makes any changes to its order that give rise to higher costs for Phenospex than those on the basis of which the offer was made.
4. If no price has been agreed, the current prices will apply, based on the costs of machines, materials and wages on the day of the offer.

Article 7: Payment

1. The Customer shall pay invoices in accordance with the payment terms stated therein. In the absence of a specific arrangement, the Customer shall pay invoices within 14 days of the invoice date.
2. All payments should be made without any discount and/or adjustment in the manner agreed. The Customer never has the right, for whatever reason, to defer payment or deduct (supposed) claims against Phenospex.
3. Unless otherwise agreed, payment will be made as follows:
 - 50% of total price at receipt of Order
 - 30% after shipment
 - 20 % after site acceptance.
4. If the Customer does not pay within the agreed periods, it defaults by right and owes Phenospex, without any proof of default and starting with the expiration date of the invoice(s), interest payments equal to art. 6:119 a BW (Dutch Civil Code) or the legal interest rate plus 2% on the unpaid sum. If the Customer remains in breach of payment after a demand or notice of default, Phenospex may hand over the claim for collection, in which case the Customer shall be liable, in addition to the full outstanding amount, to pay all judicial and extrajudicial costs, including costs calculated by external experts and those determined by the Court. Payments made by the Customer when it is in default pursuant to the above provisions of this Article will first reduce the court and/or out-of-court costs due, then the interest, and finally the principal amount.

Article 8: Equipment assembly, installation and service

1. Unless otherwise agreed in writing, equipment will be assembled, disassembled and put into operation at the customarily applicable rates.
2. The employees to whom such work has been assigned will restrict such work to the equipment supplied by Phenospex and/or the equipment that was included in the order. Phenospex will not be liable in respect of work involved in assembly, disassembly and putting equipment into operation that is not covered by the order.
3. Assembly, disassembly and putting equipment into operation does not include any additional work, in particular work related to electricity, air supply, plumbing, earthwork, bricklaying, foundations, carpentry and painting, and other work of a structural nature. Such work will be entirely for the Customer's account and risk.
4. The Customer must ensure that equipment for assembly/putting into operation is present in the assembly location at the moment of arrival of the employee of the Phenospex for the execution of the work. In case internal transportation of equipment is required, timely execution of this is the responsibility of the Customer and for the Customer's account.
5. The Customer must ensure that Phenospex can work undisturbed throughout the duration of the work. For that purpose, the Customer must ensure, among other things, that requirements such as compressed air, electricity, lifting aids (plus skilled staff), are available in the area in which the work must be performed, unless otherwise apparent from the nature of the agreement. Also, the Customer must furthermore ensure that the necessary tools and assistance are provided and arrange for the instruction of the mechanics. Also, timely connecting of equipment to electrical supply, air supply, water supply etc. is in all cases the responsibility of the Customer and for the Customer's account.
6. The Customer must ensure for its own account and risk that suitable accommodation, proper sanitary facilities and any other facilities required under the *ARBO-wet* (Working Conditions Act) are available to Phenospex' employees.
7. If the equipment cannot be assembled, disassembled or put into operation properly and without interruption or if such work is otherwise delayed due to circumstances not attributable to Phenospex, Phenospex will have the right to charge any resulting additional costs to the Customer, at the rate applicable at that time. Any unforeseen costs will be for the Customer's account, in particular:
 - a. costs incurred because the assembly cannot take place during customary daytime hours; and
 - b. travel and accommodation costs that were not included in the price.
8. The Customer must be present upon completion of the work and verify that the work has been properly performed. The Customer must also sign the service report. Complaints concerning the performance or duration of the work that are filed after the assembly staff have left will not be taken into consideration unless the Customer can prove that it could not reasonably have discovered a defect upon the completion of the work. In that case the Customer must file a complaint with Phenospex in writing within eight days after discovering the defect and must give Phenospex the opportunity to repair the defect, if any, provided that the report is filed within the warranty period. The Customer must state the nature of the defect and how it was established.

Article 9: Complaints

1. Complaints concerning visible defects regarding the delivery of hardware or hardware components must be reported to Phenospex by registered letter, fax or e-mail within two working days after delivery.
2. Complaints concerning other defects regarding the delivery of hardware or hardware components or software must be reported to Phenospex in writing, by registered letter, fax or e-mail within 14 days after such defects are or could reasonably be established, but not later than within six months after delivery of the product.
3. If the Customer fails to comply with the provisions set out above in this Article, it will forfeit any claim it may have against Phenospex concerning the defects in question.
4. Complaints about invoices must be filed in writing within eight days after receipt of the invoice.

5. The Customer will forfeit any rights it may have on the grounds of a defect if it has not filed a complaint within the periods specified above and/or has not given Phenospex the opportunity to repair the defects.

Article 10: Equipment and equipment spare parts warranty

1. Unless otherwise agreed in writing, the warranty period with respect to equipment will be the period stated in the quotation of the equipment of Phenospex. In any and all cases, the warranty period never exceeds a period of one year after delivery of the equipment and/or equipment spare parts.
2. In the event of a defect in the equipment or equipment spare part, Phenospex will have the right to credit the Customer in full against the return of the defective part, to repair the defective part, or to deliver a new part. In any and all cases, only the physical part falls under warranty, not labour, shipping charges, travelling charges or any other cost involved in replacing the part.
3. The Customer will be required to comply with any improvement instructions given by Phenospex and must guarantee access to and time for repairs, inspections, improvements and replacements to the equipment. Any additional costs resulting from insufficient accessibility or workspace will be charged to the Customer.
4. The warranty will lapse if Phenospex is not given the opportunity to make improvements and/or replacements. Only if an operating safety risk presents itself or to prevent greater damage, may the Customer itself repair the defect or have it repaired. This should in all cases be done in consultation with Phenospex and after receipt of written approval from Phenospex. Only if specifically agreed will the cost be borne by Phenospex.
5. The warranty period of any replacement parts and/or improvements will be the same as that of the original delivery but will not exceed the warranty period of the original delivery. The warranty will lapse in the event of any modifications to the equipment not executed by Phenospex and/or without written consent, improper use, incorrect assembly or putting into operation by the Customer and/or third parties, the use of inappropriate means, , not clean and/or dry air, negligence in respect of operating and maintenance instructions, any modifications or work by the Customer and/or third parties, and influences of parts supplied by third parties.
6. The warranty will not apply to normal wear and tear nor in the event of continued use after the occurrence of a defect. The warranty will apply only if the Customer has fulfilled all its obligations (both financial and other) towards Phenospex.

Article 11: Passing of ownership

1. A condition precedent will apply to the acquisition of title by the Customer to the goods delivered or yet to be delivered by Phenospex. Title to the goods will not pass to the Customer until all the amounts payable by the Customer to Phenospex on the grounds of deliveries made or work performed, including interest and costs, have been paid to Phenospex in full.
2. The Customer will be required to keep or make the goods to which retention of title applies identifiable for the benefit of Phenospex, and to keep them separate from each other and from the other goods in the Customer's possession. If the Customer fails to fulfil any obligation towards Phenospex under the agreement concerning the goods sold or the work to be performed, Phenospex will be entitled to take back such goods without any notice of default being required.
3. The Customer authorises Phenospex to gain access to the place where such goods are located. Phenospex will have the right to charge to the Customer the costs involved in taking back the goods.

Article 12: Order cancellation

If the Customer wishes to terminate the agreement without Phenospex being in default and Phenospex agrees to this, the agreement will be terminated by mutual consent. In that case, Phenospex is entitled to compensation for all financial loss, such as loss suffered, loss of profit and costs incurred.

Article 13: Liability

1. Phenospex will be liable only for loss or damages incurred by the Customer that is directly and exclusively due to gross negligence and/or harmful intent on the part of Phenospex, on the understanding that only such loss or damages will qualify for compensation for which Phenospex is insured or should reasonably have been insured in view of the customs that apply in the sector. In any and all cases, the liability will be limited to the order amount the loss or damage is applicable to. The following limitations must be taken into account:
 - a. Consequential loss or damages, (breakdowns and other expenses, loss of income, etc), due to any cause whatsoever, indirect damages, loss and loss inflicted on third parties will not qualify for compensation. If it so wishes, the Customer must take out insurance for such loss.
 - b. Phenospex will not be liable for any loss or damages caused by intent or gross negligence of auxiliary persons.
 - c. The loss or damages to be reimbursed by Phenospex will be mitigated if the price to be paid by the Customer is small in relation to the extent of the loss or damages incurred by the Customer.
 - d. Phenospex will not be liable for any loss or damages, suitability, compliance with laws and regulations, resulting from design and/or advisory services and ideas/solutions towards specific hardware that is developed and supplied according to designs, drawings or other instructions from the Customer. Phenospex is under no circumstances liable for items, parts or components which have been supplied to Phenospex by the Customer for processing or execution of an order or which have been employed in consultation with the Customer.
2. The Customer will indemnify Phenospex against any and all third-party claim for damages or loss against Phenospex concerning the use of drawings, models or other goods provided by the Customer and will be liable for all the resulting costs.

Article 14: Force majeure

1. If Phenospex is unable to perform an agreement after it has been concluded, as a result of circumstances with which Phenospex was not familiar upon the conclusion of the agreement, Phenospex will have the right to demand that the content of the agreement be amended in such a way that performance is still possible. Phenospex will furthermore have the right to suspend the fulfilment of its obligations and will not be in default if it is temporarily prevented from fulfilling its obligations, as a result of circumstances that could not reasonably have been foreseen at the date of conclusion of the agreement and that are beyond its control. Circumstances that could not reasonably have been foreseen and that are beyond Phenospex' control include failure of Phenospex to fulfil their obligation, fire, strikes, walkouts, loss of the materials to be processed, or bans on import or trade.

2. Phenospex will not be entitled to suspend performance if performance is permanently impossible or if the temporary impossibility lasts longer than six months, in which case the agreement between the parties will be dissolved without either of the parties being entitled to compensation of the loss incurred or to be incurred. If Phenospex has fulfilled part of its obligation it will be entitled to a proportional part of the agreed price on the basis of the work already performed and the costs incurred.

Article 15: Default, suspension and termination

1. Without prejudice to the provisions of the other Articles of these General Terms and Conditions, if:
 - a. the Customer fails to fulfil any obligation, or to do so properly or in time, that arises for the Customer out of an agreement concluded with Phenospex;
 - b. the Customer has been declared bankrupt or has applied for a suspension of payments, or if the Customer's businesses has been ceased or liquidated; or
 - c. an attachment is levied at the Customer on goods delivered whose ownership has not or not yet passed to the Customer the Customer will be deemed to be in default by operation of law and Phenospex will have the right without any notice of default being required, at Phenospex' option, to suspend the performance of the agreement by not more than three months or to dissolve the agreement in full or in part, without Phenospex being liable for any damages or warranty and without prejudice to any other rights that Phenospex may have.
2. In the cases referred to in (a), (b) and (c) above, any claim that Phenospex has or obtains against the Customer will fall due immediately and as a lump sum.
3. If Phenospex has reasonable doubt about the Customer's solvency, it will have the right:
 - a. to suspend the further performance of the agreement until the doubt has been sufficiently removed in Phenospex' reasonable opinion; and/or
 - b. to demand and receive advance payment or proper security from the Customer, before continuing the performance of the agreement.
4. In the event of full or partial dissolution of the agreement by the Customer, Phenospex will in all cases be entitled to compensation of all the financial loss, such as costs, loss of profit and reasonable costs incurred in establishing the loss and liability. In the event of partial dissolution, the Customer cannot claim that any performances already effected by Phenospex be undone and Phenospex will be fully entitled to payment for any performances already effected.

Article 16: Applicable law

1. All agreements shall be governed and construed principally in accordance with Dutch laws without limitation to Phenospex's right to enforce the terms herein in the country in which the Customer is located and shall be subject to the exclusive jurisdiction of the Court of Limburg, location Maastricht, The Netherlands. The provisions of the Vienna Sales Convention will not apply, nor will any future international arrangement concerning the purchase of movable tangible property whose scope can be excluded by the parties.