

SHADA

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| SHADA BV | Tel. +31 55 5761693 | VAT Number: | ING Bank EUR : 67.42.68.628 |
| Molenaarshoek 28 | Fax: +31 55 5761669 | NL818624760B01 | IBAN EUR: NL39 INGB 0674 |
| 7328 JK Apeldoorn | E-mail: info@shada.nl | Commercial Chamber in | 2686 28 |
| Netherlands | Internet: www.shada.nl | Enschede: 0810 0006 | ING Bank USD : 02.01.01.570 |
| | | BIC/Swift: ING NL2A | IBAN USD: NL19 INGB 0020 |
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GENERAL TERMS AND CONDITIONS

General Terms and Conditions of **Shada B.V.** with its registered office in Apeldoorn in the Netherlands, with an office at Molenaarshoek 28, 7328 JK Apeldoorn, registered in the Chamber of Commerce for the Eastern Netherlands under the number 08100006.

These General Terms and Conditions were deposited with the Chamber of Commerce for the Eastern Netherlands.

Article 1. Definitions

In these General Terms and Conditions, capitalized words shall have the meaning set out in Art. 1, unless the Agreement expressly provides otherwise.

Seller: **Shada B.V.** and all its affiliates and subsidiaries;

Contracting Party: the other party to the transaction made by the Seller;

Parties: the Seller and Contracting Party;

Agreement: an agreement between the Seller and the Contracting Party;

Products: products defined in this Agreement, in the tender or offer, including: supplies of goods and provision of services and advice.

Article 2. General information

1. These General Terms and Conditions apply to all tenders of the Seller and the Agreement with the Seller, as well as to all its Products, even if the Agreement is performed or Products are supplied by third parties.
2. Any departure from the Agreement and these General Terms and Conditions shall be agreed by the Parties in writing.
3. Any application of the Contracting Party's general terms and conditions is hereby explicitly excluded.
4. If any regulation hereof is or is found invalid or ineffective, the remaining regulations hereof shall remain in force and the invalid regulation shall be automatically replaced with a valid one which reflects the purpose and scope of the invalid regulation to the greatest extent.

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Article 3. Tenders and offers

1. Tenders prepared by the Seller shall not be binding and shall be based on information provided by the Contracting Party as at the submission of its request for quotation. Tenders shall be valid for thirty (30) days, unless defined otherwise or this condition has been waived in writing. The Seller shall be bound by a tender solely if it is confirmed to be accepted by the Contracting Party within thirty (30) days.
2. Prices in tenders shall be given without VAT, customs duties and excise tax, taxes, (recycling) fees and other charges imposed by the state, as well as costs of shipment and packing, if any, and administration expenses, unless explicitly defined otherwise. If a foreign Contracting Party has not given its VAT number, the Seller shall charge VAT.
3. Tenders or amounts calculated on the basis of tenders of third parties (relating to such items as raw materials, freight rate, stowage costs, foreign currency, tax burdens, excise tax, taxes, etc.) or tenders subject to price fluctuations or extra payments (for warehousing) shall never be binding, even if this is not clearly stated in the tender.
4. Tenders shall not apply automatically to subsequent orders.
5. The Seller has the right to charge the Contracting Party for increased prices if costs relating (for example) to raw materials, wages and salaries, freight, stowage, foreign exchange rates, deductions, excise, taxes, semi-finished products and packing materials changed during a period between tender submission and Agreement performance.
6. If a sample or a model was submitted to the Contracting Party, such a sample or model shall be deemed to be submitted only for indicative purposes, unless the Parties explicitly agree that the Product that is to be delivered must be identical to the sample or model.

Article 4. Performance of the Agreement

1. The Seller shall perform the Agreement to the best of its knowledge and in accordance with its skills.
2. The Seller shall have the right to commission third parties to deliver the Product.
3. The Contracting Party shall take care that all data required by the Seller or data that the Contracting Party must have reasonably suspected to be required to perform the Agreement is delivered to the Seller on time. If data required to perform the Agreement is not delivered to the Seller, the Seller shall have the right to suspend the Agreement and/or charge the Contracting Party for additional costs connected with delay. A delivery due date shall be counted as of the provision of the data to the Seller.
4. In case the Parties agreed that the Agreement would be divided into stages, the Seller may suspend the performance of a given stage until the outcome of the preceding stage is approved by the Contracting Party in writing.

Article 5. Delivery and transfer of risk

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1. Products shall be delivered to the Contracting Party (Incoterms 2010: DDP), unless the Parties agreed otherwise in writing.
2. If the Contracting Party refuses to collect or fails to provide information or instructions required for delivery purposes, the Seller shall have the right to deliver the Products at the expense and risk of the Contracting Party.
3. If the Seller suggested or approved the delivery due date, it shall be deemed to be indicative only. The delivery due date shall never be a deadline to be met subject to the loss of rights. If the deadline is exceeded, the Agreement shall not be deemed to be unexecuted. If the deadline is not met, the Contracting Party shall notify the Seller of delay in writing.
4. The Seller shall have the right to deliver the Products in parts, unless such an option was waived in the Agreement in writing or a partial delivery does not constitute a separate value. The Seller shall have the right to issue an invoice for the Products delivered in such a way.
5. Orders to be delivered to the Netherlands whose net value exceeds EUR 400 (without VAT) shall be delivered within 48 hours to the Contracting Party's address at the Seller's cost, provided that order components are in stock. Delivery costs of EUR 12.50 (without VAT) shall be charged in case of the orders to be delivered to the Netherlands if their net value is EUR 400 or less (without VAT). A fee for dangerous Products shall be EUR 13.50 (without VAT). Any collection of Products from the Seller's premises shall be notified to the Seller at least one day in advance. In that case, the order amount shall be increased by EUR 5 (without VAT). Handling and/or examination costs connected with repairs or guarantee shall be EUR 12.50 (without VAT) per Product.
6. Each estimated delivery deadline shall be indicative only. If a delivery deadline is exceeded, the Contracting Party shall have the right to reasonably request the Seller to deliver the Products. Such a request shall be sent by registered mail.
7. If the Seller has any doubts about the Contracting Party's payment capacity, the Seller shall have the right to suspend delivery until it receives a payment guarantee. In such an event, the Contracting Party shall be liable for damages incurred by the Seller as a result of delayed delivery.

Article 6. Amendments to the Agreement

1. If during the performance of the Agreement, Products must be modified and/or supplemented to duly perform the Agreement, the Parties shall mutually amend the Agreement in due time.
2. If the Parties agree that the Agreement must be amended and/or supplemented, such a decision may influence the Agreement performance time. The Seller shall notify the Contracting Party thereof as soon as possible.
3. If any amendment and/or supplement to the Agreement brings about financial and/or quality consequences, the Seller shall notify the Contracting Party thereof in advance.
4. If a fixed rate has been agreed, the Seller shall inform the Contracting Party to which extent the

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amendment or supplement to the Agreement will contribute to an increase in the fixed rate.

Article 7. Inspection, Complaints and RMA Return Procedure

1. The Contracting Party may send the Product back only during the guarantee period and in accordance with the RMA Return Procedure. The Contracting Party shall inspect the Products during their collection.
2. Before sending the Products back to the Seller, the Contracting Party shall first send a request for a valid RMA form to returns@shada.nl and then fill in the whole form. The form shall be then sent to the Seller to returns@shada.nl. If all the formalities are completed, the Seller shall send its response to the Contracting Party and assign a unique RMA number to a given return.
3. When the RMA number is approved, the Products shall be transported to the Seller within fifteen (15) days at the Contracting Party's cost. No Products that are returned to the Seller without the RMA number or without the filled-in RMA form shall be accepted.
4. The Seller shall accept only the returned Products that are sent to the following address:

Shada B.V.
RMA#
Molenaarshoek 28
7328 JK Apeldoorn
The Netherlands

5. The Seller requests that the Products are complete, not used and delivered in the original and undamaged packaging. The Seller reserves the right to request the Contracting Party to reimburse costs connected with its failure to comply with the above conditions.
6. If the Product returned does not correspond to the order and/or if it turns out that the defective Product has not been accepted for reason, like in the case of a defect in transit (DOA), the Seller shall replace the article or return the payment. The Seller shall have the right to decide whether the Product will be replaced with a new one or the payment will be returned at its own discretion. If a Product defect is found later than within fifteen (15) days of the acceptance, the Product may not be replaced with a new one and the Contracting Party shall not have the right to claim the reimbursement.
7. If the payment is returned to the Contracting Party, the Seller shall pay within sixty (60) days of the receipt of the payment for the Product that has been returned.
8. The Contracting Party acknowledges that the time limit applied by the Seller to the RMA Return Procedure is reasonable. The Seller shall use all efforts to complete the RMA Return Procedure within two months.
9. If the discovery of defects in the Product or a part of the Product which are excluded from the guarantee is connected with costs of examination and repair, those costs shall be always transferred to the Contracting Party. The Seller shall take up actions aimed at notifying the

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Contracting Party in advance. If no notification is made, the Contracting Party shall be still obliged to pay the costs. If the guarantee does not apply, the Seller shall charge a fee arising from repair rates. The Seller shall have the right to retain the Product until the cost of repair is paid.

10. Transport defects or damages may be reported by phone or in writing to our sales department. Transport defects or damages must be reported within five business days. Examples of circumstances where defects/damages should be reported:
- Some goods have not been delivered by the carrier. In such a case, we will contact the carrier to check and solve the problem as soon as possible.
 - Goods are specified in our shipment document, but have not been delivered.
 - Products are correctly specified in the shipment document, but have been delivered wrongly. The goods will be, at the customer's discretion, delivered again or properly recognised in the books.

Article 8. Property Rights

1. All products already delivered and to be delivered shall be the Seller's sole property until all the Seller's present and future claims against the Contracting Party, including in any case payables set out in BW, i.e. Burgerlijk Wetboek (Civil Code), 3: 92.2 of BV, are fully paid.
2. Until the property rights to the Products are transferred to the Contracting Party, the Contracting Party must not pledge those Products or grant any rights to the Products to third parties, except for its normal internal practice. The Contracting Party shall, at the Seller's first demand, cooperate in identifying a right of pledge to amounts that the Contracting Party will receive or will be receiving from its customers on account of the Products.
3. The Contracting Party shall store the products that have been delivered subject to property rights with due diligence as the Seller's recognisable property.
4. The Seller shall have the right to recover the products that have been delivered subject to property rights and are still held by the buyer if the Contracting Party fails to fulfil its payment obligations, there are problems with payment or there is any risk that the payment will not be settled. In the meantime, the Contracting Party shall provide the Seller with an access to the Contracting Party's site and/or buildings for the purpose of product inspection and/or exercise of the Seller's rights.
5. Sections 1 to 4 above shall be without prejudice to the Seller's other rights.

Article 9. Payment

1. All invoices and payments under the Agreement shall be made in euro.
2. The purchase price refers to all Products and services ordered under the purchase agreement.
3. Unless explicitly agreed otherwise in writing, the payment shall be made within thirty (30) days

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of the invoice date without delay and deduction on account of other amounts due or discounts. The payment shall be settled even if the invoice amount is questioned.

4. The Seller shall have the right to demand the Contracting Party to make a prepayment on account of the Product to be delivered. If the Contracting Party refuses to make the prepayment, the Seller shall have the right to suspend or terminate the Agreement without the Contracting Party's right to any compensation thereunder.
5. If the Contracting Party fails to pay within thirty (30) days, based on legal regulations, it shall be deemed to be in default. In that case, the Contracting Party shall be lawfully obliged to pay interest of one percent (1%) per month, unless statutory interest set out in Art. 6:119a of the Civil Code (BW) is greater. In such an event, the statutory interest set out in Art. 119a of the Civil Code (BW) may apply. The interest on an outstanding amount shall be counted as of the day on which the Contracting Party starts being in default until the payment of the whole amount.
6. In the case of any delayed payment, all liabilities of the Contracting Party shall become immediately due and payable whether the Seller has already issued an invoice for a subsequent delivery or not.
7. Amounts due by the Seller to the Contracting Party shall be payable immediately if the Contracting Party is liquidated, its property is seized, it is announced to be bankrupt or it files a petition for suspending its payment obligations.
8. If in the case of payment delay any court or other debt collection actions have been initiated, the amount of the debt shall be increased, notwithstanding the interest that is already due and payable, by fifteen percent (15%) of the principal amount, but no less than EUR 350, on account of administration costs and all court and out-of-court costs (including, without limitation, legal representation costs).

Article 10. Guarantee

1. Unless agreed otherwise in writing, a Product guarantee, if any, shall never exceed a Product guarantee granted to the Seller by the Supplier.
2. The above guarantee may be invoked only if the Contracting Party can prove that a defect stems only or mainly from reasons that were unclear or could be discovered during delivery.
3. Art. 7.6 and 7.7 shall apply to repairs that are not subject to any form of guarantee. In such an event, the Seller may apply its own hour rate and request prepayment.
4. The fulfilment of the above obligations shall constitute the only form of claims that the Contracting Party may file against the Seller.
5. All guarantees shall become invalid immediately for Products that have been modified, repaired, wrongly maintained or used without the Seller's prior consent.
6. The guarantee referred to in Section 1 shall not apply if:
 - a. the Contracting Party failed to provide the Seller with all data necessary and required by the Seller to deliver or replace the Product;
 - b. the defect occurred as a result of government regulations concerning a type, quality and/or

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- composition of Products;
- c. the composition of Products has been defined by the Contracting Party;
 - d. the defect has occurred as a result of reckless use or misuse of Products;
 - e. the Seller's guarantee applies to Products that have been manufactured by third parties; in that case, the guarantee is limited to the manufacturer's guarantee;
- or
- f. the Seller's civil liability for damages incurred by the Contracting Party as a result of the Seller violating the above guarantee is governed by civil liability regulations referred to in Art. 14 below.

Article 11. Court and Out-of-court Costs

1. If the Contracting Party fails to fulfil the above obligations, all costs incurred by the Seller shall be transferred to the Contracting Party. If the Contracting Party fails to pay within the agreed time limit, it shall be obliged to pay a penalty of fifteen percent (15%) of the amount due, however not less than EUR 350.
2. If the Seller can prove that it has incurred costs that have been reasonably necessary in specific circumstances, then the costs shall be also included in the compensation.
3. All court costs and costs of debt collection proceedings incurred by the Seller shall be payable by the Contracting Party.

Article 12. Suspension, Dissolution and Termination

1. The Contracting Party shall have the right to suspend the performance of obligations or terminate the Agreement without court trial, notice or the Seller's obligation relating to the guarantee or payment of compensation for damages if:
 - a. the Contracting Party fails to fulfil all or a part of its obligations under the Agreement;
 - b. upon the Agreement date, the Seller is notified of circumstances based on which the Contracting Party is reasonably likely not to fulfil its obligations. Where there is justified concern that the Contracting Party will fulfil its obligations only partially or inadequately, the performance of the Agreement may be suspended as long as it is justified by the Contracting Party's negligence;
 - c. the Seller cannot be reasonably expected to fulfil the order;
 - d. the Contracting Party files a petition for suspending its payment obligation or the suspension has been accepted, a bankruptcy petition of another party has been filed or another party has gone bankrupt;
 - e. the Contracting Party sells or loses direct control over its enterprise;
 - f. as at the Agreement date, the Contracting Party is requested to submit a security to guarantee the performance of its obligations under the Agreement and the security has not been submitted or is incomplete. When the security is submitted, the suspension

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becomes void, unless the performance is unreasonably delayed as a consequence thereof; or

- g. the Contracting Party has been declared legally incapacitated or otherwise lost control and right to dispose of its own property or a part thereof.
2. In addition, the Seller shall have the right to terminate this Agreement without court trial if:
 - a. the Contracting Party has not met the payment deadline or otherwise neglects its obligations, i.e. obligations stemming from the Agreement; or
 - b. the circumstances occur which make the fulfilment of the obligations impossible or where the obligations cannot be reasonably and fairly expected to be fulfilled any more.
3. The Seller shall have the right to terminate the Agreement with immediate effect and recover its own Products that are in the Contracting Party's possession.
4. In the event the Agreement is terminated, the Seller's claims against the Contracting Party shall be deemed to be immediately payable. The Contracting Party shall compensate for costs incurred by the Seller in connection with the termination of the Agreement. If the Seller suspends the performance of its obligations, it shall retain its rights by law or on the basis of the Agreement.
5. The Seller shall not be liable for damages suffered by the Contracting Party as a result of the Contracting Party's actions or instructions given to the Seller or as a result of the Seller's negligence.
6. During the termination of the Agreement, all amounts due shall become payable immediately. The Contracting Party shall be liable for the Seller's resulting damage, i.e. lost profit and transport costs.
7. The Contracting Party shall have the right to terminate the Agreement only if the Seller, subject to a relevant and detailed written notice, have had a reasonable period, but failed to perform or otherwise intentionally neglected its obligations.
8. If the Agreement is terminated by the Contracting Party without the Seller's fault (and before the delivery of Products) for any reason, the Seller shall have the right to perform its obligations.
9. If the Seller terminates the Agreement or accepts termination, it shall be entitled to compensation for costs incurred by the Seller because of the Contracting Party till then and until the payment of twenty percent (20%) of the amount of the Agreement to the Seller.

Article 13. Return of Products Made Available to the Contracting Party

1. If the Seller made any Products available to the Contracting Party (through delivery, transfer, display, etc.) during and in connection with the performance of the Agreement, the Contracting Party shall return the Products in the original condition within fifteen (15) days of the completion, dissolution or termination of the Agreement. If the Contracting Party fails to fulfil the above obligation, it shall pay all related costs.
2. If the Contracting Party fails to fulfil a given obligation for any reason, the Seller shall be entitled to compensation for related damages and to the reimbursement of costs, including costs of

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replacement.

Article 14. Civil Liability and Indemnity

1. Except for ongoing amounts due that are covered with the guarantee, the Seller shall not be liable for damages connected with the performance of the Agreement.
2. The Seller's civil liability for direct damages shall always be limited to the invoiced amount of relevant Products and/or services and/or advice.
3. The Seller shall not be liable for indirect damages, which mean, among others, consequential damages (losses), lost profit, lost savings, damages (losses) caused by delays (e.g. in transport), and damages (losses) caused by stoppage of an enterprise.
4. The limitation and exclusion of civil liability, as referred to in Section 1 and 2 above, shall not apply if the Contracting Party can prove that a given damage (loss) has resulted from purposeful or intentional recklessness of the Seller or the way the Seller manages its company.
5. The Contracting Party shall indemnify the Seller from liability for all claims made by third parties in connection with Product delivery and/or service provision (including, without limitation, the use of other products with the Products) and/or advice.

Article 15. Force Majeure

1. The Parties shall not be obliged to fulfil their obligations if they are prevented by circumstances which occur without their participation and cannot be attributed to the Parties by law, legal acts or social rules.
2. The Seller shall also have the right to invoke force majeure if the circumstances that prevent it from (further) performance of its obligation(s) occurred after the Seller had to perform its obligation.
3. If force majeure lasts longer than two consecutive months, the Seller shall have the right to extend or terminate this Agreement without obligation to pay any compensation for losses incurred by the other Party, except for those set out in Art. 78 of Book 8 of the Civil Code (BW).
4. To the extent to which the Seller has already partially fulfilled its obligations under the Agreement as at the occurrence of force majeure, the Seller shall have the right to issue an invoice for the part of the Agreement that has been completed. The Contracting Party shall pay the invoice as if a separate agreement covering the completed work has been entered into.

Article 16. Indemnity

1. The Contracting Party shall indemnify the Seller against third party claims connected with intellectual property rights to equipment or data provided by the Contracting Party and used to perform the Agreement during the term of the Agreement.
2. If the Contracting Party provides the Seller with data carriers, electronic files or software, etc.,

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the Contracting Party warrants that the data carriers, electronic files and software are free from viruses and defects.

Article 17. Intellectual Property

1. Without prejudice to other provisions hereof, the Seller shall retain the right and competence attributable to the Seller.
2. All plans, sketches, drawings, films, software and other materials or (electronic) files that have been printed by the Seller hereunder, if any, shall remain the Seller's property whether they have been submitted to the Contracting Party or third parties or not, unless the Parties agree otherwise in writing.
3. All documents, like: plans, sketches, drawings, films, software, (electronic) files, etc., shall be for the Contracting Party's exclusive use and may not be duplicated, published or communicated by the Contracting Party to third parties without the Seller's prior consent, unless the documents provide otherwise.
4. The Seller shall have the right to use knowledge gained during the performance of the work for other purposes, provided that it does not disclose any confidential information to third parties.

Article 18. Confidentiality

1. Either Party to the Agreement shall keep all non-public information and documentation connected with the Agreement confidential, unless they must be disclosed by law.
2. Upon the completion of the Agreement, either Party shall return documentation received from the other Party. Either Party shall ensure that all its employees and other persons obliged to fulfil contractual obligations comply with the confidentiality clause in relation to any type of information and documentation. This confidentiality clause shall survive the termination of the Agreement.

Article 19. Non-employment of the Seller's Personnel

During the term of the Agreement and one year thereafter, the Contracting Party may not (attempt to) unreasonably or unfairly hire or employ the Seller's personnel anyhow without prior agreement between the Parties. This shall also apply to personnel of enterprises that the Seller uses to perform and any other personnel that takes (has taken) part in the performance of the Agreement.

Article 20. Third Party Clause

All regulations hereof concerning the exclusion or limitation of civil liability, as well as the Seller's indemnity from liability and the termination/statute of limitations of right to make claims shall also apply to the Seller's employees and third parties that provide any work to the Seller, as well as

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third parties' employees.

Article 21. Disputes

1. All disputes arising between the Seller and the Contracting Party under the Agreement shall be settled by a competent court in Haarlem in the Netherlands.
2. The Parties shall submit a dispute to the court only if they have made an attempt to solve the dispute in an amicable way with due diligence.
3. Disputes shall be resolved by a competent court within one year of claim occurrence and dispute announcement by the claiming party.

Article 22. Governing Law

Each Agreement and legal relationship between the Seller and Contracting Party shall be governed by Dutch law. The application of the UN Convention on Contracts for the International Sale of Goods ("Vienna Convention") is explicitly excluded.