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A. GENERAL PROVISIONS

Definitions

In the General Terms and Conditions the following defined terms are capitalized. Defined terms importing the singular include the plural and vice versa.

General Terms and Conditions: these general terms and conditions of sale and delivery of Xemex.

Buyer: the natural person or legal entity that has instructed the Supplier to supply and deliver Products.

Purchase Agreement: the confirmation of the Order sent by the Supplier, including all related annexes and any supplementary agreements.

Supplier: Xemex B.V., having its corporate seat in Schijndel and its office address at Burgemeester Burgerslaan 40, 5245NH Rosmalen, registered in the Business Register of the Netherlands Chamber of Commerce under number 17144643.

Agreement: the agreement concluded between the Buyer and the Supplier regarding the sale and delivery of Products and/or services.

Quote: an offer including the applicable conditions, including the pricing.

Order: an order placed by the Buyer on the basis of the Quote issued by the Supplier.

Order Confirmation: the confirmation of the Order sent by the Supplier.

Parties: the Supplier and the Buyer.

Products: the products sold by the Supplier to the Buyer.

Article 1 – General Terms and Conditions

1. Part A of the General Terms and Conditions applies to all quote requests from the Buyer, Quotes, Orders and Agreements in respect of the delivery by the Supplier to the Buyer of Products and/or services of any type or description. If Part A of the General Terms and Conditions is in conflict or inconsistent in any respect with the provisions of the applicable specific part/parts of the General Terms and Conditions, the provisions of the relevant part/parts will prevail.
2. The General Terms and Conditions apply to all quote requests from the Buyer, Quotes, Orders, Agreements.
3. The applicability of any general terms and conditions of the Buyer is expressly rejected.
4. In the event of a conflict between the General Terms and Conditions, on the one hand, and the Quote and/or Order Confirmation, on the other hand, the provisions of the Quote and/or Order Confirmation will prevail.

Article 2 – Quote and formation of the Agreement

1. An Agreement is formed as follows: The Buyer submits a request to the Supplier. On the basis of the Buyer's request, the Supplier issues a Quote. The Quote may be revoked, is without obligation and is valid for 30 days from the date of issue. The Buyer may accept the Quote by placing an Order at orders@xemex.eu. Once an Order has been placed, the Supplier sends an acknowledgement of receipt of the Order to the Buyer. It is expressly noted that such an acknowledgement of receipt does not

constitute acceptance. If the Supplier wishes to enter into an Agreement on the basis of the Order, the Supplier will provide an Order Confirmation to the Buyer. Provision of an Order Confirmation constitutes acceptance by the Supplier, as a result of which an Agreement is formed between the Parties at that time. If the Supplier does not send an Order Confirmation, the delivery note or, if no delivery note is issued either, the invoice will be considered confirmation of the Order. The Buyer warrants the accuracy and completeness of the requirements, specifications and other data provided by or on behalf of the Buyer to the Supplier, on which the Supplier bases its Quote and final Order Confirmation.

2. If the Supplier is requested to prepare a Quote for the delivery of one or more Products or services and the Supplier has to incur external costs to do so, the Supplier has the right to charge such costs, as well as the time spent by it, to the (prospective) Buyer at its usual rates.
3. Once an Order has been placed, it is irrevocable and may not be changed by the Buyer without the Supplier's prior written consent.

Article 3 – Prices

1. The prices quoted by the Supplier are exclusive of packaging costs, value added tax, import and export duties and/or other government charges and/or taxes.
2. The Supplier has the right to increase the agreed price at any time. Any price increase takes effect at the time when the Buyer is informed of it and applies to all Agreements concluded thereafter.
3. If documents and/or information provided by the Buyer are incomplete and/or incorrect and if this gives rise to higher expenditure on the part of the Supplier, the Supplier has the right to adjust the prices accordingly.

Article 4 – Payment

1. The Supplier may require the Buyer to make payment in advance and may issue partial invoices.
2. Payment must be made within 15 days of the invoice date. Time is of the essence of payment. The Buyer must make payment without any set-off, deduction or deferment. If payment is not made within the aforesaid term of payment, the Buyer will be in default on the expiry of that term, without any notice of default being required, and the Buyer will be liable to pay interest on the outstanding amount, at the statutory rate for business transactions, from the due date until the date on which payment is made in full. In case of late payment, the Supplier has the right, after informing the Buyer in writing of the fact that the term of payment has been exceeded, to suspend performance of the Agreement/s until the overdue payment has been received, and to extend the agreed delivery periods accordingly.
3. The Buyer is liable to reimburse the Supplier for all judicial and extrajudicial costs as soon as the Buyer is in default of any payment obligation. Both judicial and extrajudicial costs are calculated on the basis of the rates (where applicable per unit of time) usually charged by the third party engaged by the Supplier for the handling of similar cases, insofar as such rates are reasonable, plus the costs to be paid by that third party. The obligation to reimburse costs relates to all costs of third parties engaged by the Supplier and of work to be undertaken by the Supplier itself.
4. Payments made by the Buyer or third parties are always first applied against claims in respect of which the Supplier cannot enforce the retention of title clause contained

in Article 22. Without prejudice to the preceding sentence, payments are first applied against all costs that are due, then to any interest due and finally against the (oldest) outstanding principal amount.

5. Complaints in respect of an invoice must be clearly specified and submitted to the Supplier in writing within ten days of the issue of the invoice, failing which the Buyer's right to challenge the invoice will lapse.
6. Any defects in and damage to Products/services delivered and complaints about such defects and damage do not suspend the Buyer's payment obligation. In case of an (alleged) defect, the Buyer is consequently not entitled to suspend his payment obligation. The Buyer is not entitled either to set off amounts owed by the Buyer against amounts due to the Buyer.

Article 5 – Delivery

1. The Supplier may deliver in instalments.
2. Agreed delivery times are indicative and not binding. If delivery does not take place on or before the agreed delivery date, the Buyer should serve written notice of default on the Supplier, granting the Supplier a reasonable period, to be determined in consultation with the Supplier, to subsequently meet its obligations.
3. Except as otherwise agreed, agreed delivery periods do not include Dutch public holidays and days considered equivalent thereto under the Dutch General Extension of Time Limits Act (*Algemene termijnenwet*). Accordingly, delivery periods are extended by such days.
4. The Supplier has the right to extend the delivery period by a reasonable time if:
 - a. the information required by the Supplier for the performance of the Agreement is not obtained in time or if the Buyer subsequently requests changes or additions as a result of which the delivery of the Products/services is delayed;
 - b. circumstances arise for which the Supplier is not responsible and that render fulfilment of the obligations under the Agreement difficult or impossible or that delay fulfilment of those obligations, regardless of whether such circumstances arise on the part of the Supplier, the Buyer or a third party. Such circumstances include (without limitation) epidemics, labour disputes, lock-outs, strikes, accidents, late or defective delivery of raw materials by subcontractors, official acts or omissions by any government agency or public body. In each such case the Parties will agree in good faith on an appropriate and reasonable amendment to the Agreement.

Article 6 – Security

1. The Supplier may require the Buyer to provide (additional) security at any time. If the Buyer fails to provide security on or before the specified day, the Supplier may exercise the powers set out in Article 8 against the Buyer.

Article 7 – Liability

1. The Supplier's liability, for whatever reason, is limited to direct loss or damage only. Direct loss or damage means exclusively property damage to the Product in question. Any other liability on the part of the Supplier, for whatever reason, for any other costs, loss and damage, including all forms of consequential loss or damage, such as indirect loss or damage, loss of profit, unrealized savings, reduced goodwill, business interruption loss, personal injury, moral damage, reputation damage, environmental

damage, loss or damage as a result of claims by customers of the Buyer, loss or damage related to the use of third-party items, materials or software prescribed by the Supplier, is excluded.

2. The total amount payable in compensation for direct loss or damage will under no circumstances exceed the invoice value of the Product or service from which the liability arises or to which the liability relates (exclusive of VAT), determined on the basis of the Agreement, per event, a series of connected events being considered a single event.
3. In the event that the limitation of liability provisions in Paragraph 1 or 2 do not stand up in court, the Supplier's liability will be limited to the amount paid out by the insurance company in the case in question.
4. The Supplier is not liable for loss or damage of any nature arising because or after the Buyer has treated or processed the Products or has supplied them to third parties after their delivery, or has arranged for the Products to be treated, processed or supplied to third parties after their delivery.
5. The Supplier is not liable for loss of or damage to the Products caused by damage to and/or destruction of the packaging of the Products.
6. There is no liability on the part of the Supplier, and any liability in respect of any alleged failure in performance on the part of the Supplier will lapse:
 - a. if the Products are changed, modified, repaired and/or maintained by someone other than the Supplier or a third party designated by the Supplier;
 - b. if the Products are stored, applied and/or processed contrary to the instructions given orally or in writing in respect of the Products by or on behalf of the Supplier, such as instructions regarding storage, installation, use and maintenance. The type of instructions that are available varies by Product;
 - c. if the Products delivered are not or have not been used properly or have not been treated or fitted or installed properly in accordance with the instructions provided orally or in writing by or on behalf of the Supplier in respect of the Products, or are or have otherwise been used or treated or stored or maintained in an injudicious or negligent manner;
 - d. if the Products delivered are or have been used or applied for purposes other than those for which they are intended, including a situation where a Product delivered by the Supplier and conforming to the Agreement is used in conjunction with an item not originating from the Supplier;
 - e. if the Products delivered are or have been used in a way that could not reasonably have been anticipated by the Supplier, and this has contributed to the occurrence of the loss or damage.

As regards the instructions referred to in clauses b. and c., it is pointed out that the type of available instructions varies per Product. Many documents relating to the Products are available on or via the website www.xemex.eu. All documents that are available to the Buyer via this website are deemed to be instructions made available in the aforementioned sense.

7. The exclusions and limitations of liability mentioned in this Article do not apply in case the loss or damage is caused by intent and/or deliberate recklessness on the part of the Supplier or a subordinate of the Supplier belonging to the managerial staff.
8. The Buyer must notify the Supplier in writing, stating reasons, of any failure by the Supplier in the performance of its obligations under an Agreement (breach of contract).

The Buyer must do so within one week of discovery of the breach of contract, or within one week of the time when the Buyer should reasonably have discovered the breach of contract. Failure to do so will result in forfeiture of all claims based thereon. This is a specification of the statutory duty to complain set out in Section 89 in Book 6 and Section 23 in Book 7 of the Dutch Civil Code in respect of the period from discovery.

9. Except if performance by the Supplier is permanently impossible, the Supplier's liability for breach of contract only arises if the Buyer gives the Supplier written notice of default without delay. In that case the Supplier must be granted a reasonable term in which to remedy the breach of contract, and the Supplier's liability will arise only if the Supplier continues to be in breach of its obligations after the expiry of this term. The notice of default must describe the breach of contract in as much detail as possible to allow the Supplier to respond in an appropriate manner.
10. Without prejudice to any shorter statutory or contractual time limits, any claim of the Buyer against the Supplier will in any event lapse upon the expiry of 12 months from the date of delivery of the Product/service.
11. The Buyer indemnifies, defends and holds the Supplier harmless from and against any claims by third parties relating in any way to the Agreement (or its performance) and/or the use by the Buyer or third parties of the Supplier's Products/services.

Article 8 – Termination, suspension and cancellation

1. If the Buyer fails to meet any obligation under an Agreement in full, on time or at all, the Supplier will not only always have the right to terminate or cancel (in whole or in part) or to suspend the performance of the relevant Agreement/s, but also the right to cancel or terminate, by written notice, or to suspend the performance of any other Agreements in force between the Buyer and the Supplier that have not yet been completed. In that case, all amounts payable by the Buyer to the Supplier will become due and payable at once. The rights described in this Paragraph are without prejudice to the Supplier's other rights under the law. The Supplier may also exercise these rights if the Buyer is ordered to be wound up or declared bankrupt or is placed under guardianship (*curatele*), if the Buyer's business is liquidated, if the Buyer is acquired by another party as a result of which the Supplier's interests are, in the Supplier's view, no longer safeguarded, or if the Buyer is no longer authorized to perform juristic acts independently.
2. Cancellation of an Agreement does not result in any obligations to reverse performance (*ongedaanmakingsverbintenissen*), in derogation of Section 271 in Book 6 of the Dutch Civil Code. Cancellation releases the Parties only from obligations under the Agreement that have to be performed in the future.

Article 9 – Force majeure

1. A breach or failure by the Supplier will be considered to be beyond the Supplier's control, inter alia, if the breach or failure is the consequence of a strike by and/or sickness of the employees of the Supplier, breach of performance by and/or force majeure on the part of its suppliers, carriers or other third parties involved in the performance of the Agreement, traffic interruptions, acts of God, war or mobilization, supply shortages, staff shortages, flooding, power outages, internet disruptions, security incidents, intentional or accidental corruption or loss of data, import and/or export barriers, as well as (restrictive) measures by any government, fire and other incidents or accidents in its business, as well as other circumstances that have a

negative impact on the ability to perform, all of the above insofar as such a circumstance results in a situation where it would be commercially unreasonable, temporarily or permanently, to require the Supplier to perform the Agreement ("**Force Majeure**").

2. If the Supplier is or will be prevented by Force Majeure from fulfilling any of its obligations under the Agreement/s, the Supplier must notify the Buyer in writing of the event or circumstances giving rise to the Force Majeure and must specify the obligations it is or will be unable to fulfil.
3. After such notification the Supplier will be released from fulfilling such obligations for the duration of the Force Majeure event. The Supplier will notify the Buyer in writing without delay when it is no longer affected by the Force Majeure event.
4. If the Agreement/s cannot be performed due to Force Majeure for an uninterrupted period of sixty business days or longer, the Supplier may terminate or cancel the Agreement/s by sending a written notice to the Buyer, without being liable for compensation for the consequences of the (premature) termination of the Agreement/s.

Article 10 – Non-disclosure

1. The Buyer will treat all information received (or to be received) in the context of the Agreement/s (and the performance thereof) in the form of drawings, images, diagrams, designs, calculations, working methods, descriptions, software or related documentation ("**Confidential Information**") in strict confidence. The Confidential Information may not be reproduced, copied, made available to third parties or disclosed, and may not be used other than solely in connection with the performance of the Agreement.
2. The obligations set forth in Paragraph 1 of this Article do not apply if:
 - a. the Confidential Information is in the public domain at the time of disclosure or is placed in the public domain thereafter other than as a result of a breach of the non-disclosure obligation contained in Paragraph 1;
 - b. the Buyer has obtained the Confidential Information from a third party, without such third party having breached any non-disclosure obligation by which it is bound;
 - c. the Supplier agrees that the Confidential Information no longer qualifies as such and no longer requires protection as such under the non-disclosure obligation set out in Paragraph 1.
3. Confidential Information may be shared if and to the extent that the Buyer is required to share it by law or regulation, in the context of court proceedings or other legal proceedings (including arbitration, mediation, and binding third-party settlement procedures), on condition that the Buyer (i) gives the Supplier prior written notice (to the extent permitted), (ii) keeps the sharing of the Confidential Information to a minimum, and (iii) seeks to ensure as far as possible that the information is treated confidentially.
4. If the Buyer breaches the non-disclosure obligation set out in Paragraph 1 of this Article, the Buyer will be in default and will be liable to pay a penalty to the Supplier – without the need for any warning or notice of default and regardless of whether the breach is attributable to the Buyer – of €25,000.-- for each such breach/for each violation, and a penalty of €1,000.-- for each day or part of a day on which the breach continues, which penalties will be immediately due and payable, without there having

to be any form of loss or damage and without prejudice to the Supplier's other (statutory and contractual) rights, including its right to demand performance and/or to seek full compensation in addition to the penalty. Statutory interest (at the rate for business transactions) will start accruing as soon as the penalty becomes due and payable.

Article 11 – Transfer of rights and obligations

1. The Supplier may transfer all or part of its rights and obligations under the Agreement to or have them exercised or fulfilled by third parties.
2. Without the Supplier's prior permission in writing, the Buyer is not permitted to transfer all or part of his rights and obligations under the Agreement to or have them exercised or fulfilled by third parties.

Article 12 – Language

1. All communication and correspondence regarding the Agreement/s will be in the Dutch language.
2. All technical documentation and instructions pertaining to the performance of the Agreement/s are made available in Dutch and/or English.

Article 13 – Notices

1. Where the General Terms and Conditions provide that a notice or notification must be in writing, "in writing" includes by email.

Article 14 – Disputes and applicable law

1. The General Terms and Conditions and the Agreement/s that is/are concluded are governed by the laws of the Netherlands. The UN Convention on Contracts for the International Sale of Goods (CISG) is expressly disclaimed.
2. Any disputes arising in connection with the General Terms and Conditions and the Agreement/s will be submitted to the exclusive jurisdiction of the District Court of Oost-Brabant, 's-Hertogenbosch location, if the Buyer is domiciled in the European Union or in the United Kingdom, Norway, Switzerland or Iceland at the time when the dispute is submitted to the court. However, if the Buyer is not domiciled in the European Union or in the United Kingdom, Norway, Switzerland or Iceland at the time when the dispute is submitted to the court, the dispute will exclusively be settled by arbitration in accordance with the Arbitration Rules of the Netherlands Arbitration Institute (NAI) as in force on the day on which the dispute is submitted, with the proviso that:
 - a. the arbitral tribunal will consist of (i) one arbitrator in case of a dispute involving a monetary interest of €250,000.-- or less, or (ii) three arbitrators in case of a dispute involving a monetary interest exceeding €250,000.--; and
 - b. the arbitral tribunal will be appointed from among the arbitrators listed on the NAI list of arbitrators; and
 - c. the place of arbitration is Eindhoven, the Netherlands; and
 - d. the arbitration proceedings are conducted in the English language; and
 - e. the arbitral tribunal decides according to the rules of law.

Article 15 – Miscellaneous provisions

1. The Supplier may unilaterally amend the General Terms and Conditions at any time. Amendments take effect on the date of amendment for Agreements that are concluded from that date.
2. Amendments also apply to all Agreements already concluded. In respect of Agreements already concluded, amendments take effect one month after the Supplier informs the Buyer thereof by means of a written notice containing the amended General Terms and Conditions. If the Buyer disagrees with an amendment, the Buyer may lodge a written objection no later than 1 week before the new version of the General Terms and Conditions takes effect. The Supplier will assess whether the objection warrants modification of the amendment. If the Buyer continues to object to the amendment, the Buyer has the option to terminate the Agreement no later than one month after the date on which the new version takes effect, subject to two months' notice, in which case the old General Terms and Conditions remain applicable during those two months.
3. Any variations to the General Terms and Conditions are valid only if agreed between the Parties in writing.

B. SPECIAL PROVISIONS FOR PURCHASES

The special provisions in this chapter “Purchases” apply to Purchase Agreements in addition to the General Provisions of the General Terms and Conditions.

Article 16 – Advice

1. If, in the context of the sale of the Products, the Supplier gives advice on a Product and/or on the application of a Product, such advice is always without commitment, and the Buyer may not derive any rights from it. Any such advice is indicative and is intended purely as guidance for discussion with the Buyer. The Supplier gives any advice to the best of its knowledge, based on the information provided. Such advice does not affect the Buyer's own responsibility to assess the suitability of the Products for the Buyer's intended purpose. The Buyer is also obliged to verify the accuracy of the advice before implementing it.

Article 17 – Delivery

1. Delivery takes place in accordance with the agreed Incoterm Carriage Paid To (CPT, Incoterms 2020) at the agreed place of handover.
2. The Buyer is under an obligation to the Supplier to take immediate delivery of the Products purchased as soon as they are delivered or offered to the Buyer. If the Buyer fails to cooperate in taking delivery, the Supplier has the right, after serving notice of default on the Buyer, to cancel the Purchase Agreement in full or in part by means of a written notice to that effect. In that case the Supplier also has the right to store the Products at the Buyer's risk and expense and to demand performance of the Purchase Agreement. In the event that the Products are stored, the Supplier is not required to insure the Products.

Article 18 – Inspection and complaints

1. The Buyer is obliged to check all Products delivered by the Supplier (supplied individually or in batches) immediately upon taking delivery thereof for any quantity

deviations, external damage, incorrect dimensions and other defects that can be detected without a thorough examination. The Buyer must lodge a written complaint with the Supplier about such short deliveries and defects within 7 days of delivery of the Product, specifying the defects in question. This duty to complain and this time limit for lodging complaints apply to all defects which the Buyer has reasonably detected and could reasonably have detected if the Buyer had carried out an adequate visual inspection of each Product immediately after taking delivery thereof.

2. The Buyer's right to assert that the Products delivered by the Supplier do not comply with the Purchase Agreement, or the right to enforce any resulting claim, lapses in respect of defects that are not visible at the time of the post-delivery inspection referred to in Paragraph 1 if the Buyer does not notify the Supplier thereof in writing within 7 days of the day on which he detects or could reasonably have detected the defect, specifying the nature of the defect.
3. In the context of the inspection duty and the duty to make a reasonable effort to detect defects, the Buyer must in any case inspect the Products extensively and thoroughly before they are processed, in order to ascertain the conformity of the Products. Upon detection of a defect (at any time), the Buyer may not (further) process the defective Product. If a defect is not detected until the time of processing, however, the work must be stopped immediately if this is necessary to prevent (further) damage, and any unprocessed Products and unopened original packaging must be secured. A complaint about a defect that is only detected at the time of or after processing can result in a claim against the Supplier only if the Buyer proves that it was impossible to detect the defect prior to or at the time of processing.
4. If the Buyer fails to lodge a complaint in a timely manner as referred to in the preceding Paragraphs, the Buyer will forfeit any right to assert the existence of a defect and to enforce a claim based thereon. Similarly, any recourse to any warranties given by the Supplier will lapse in that case. The provisions of this Article also apply if the Products delivered by the Supplier do not have a certain property or characteristic that they should have according to a statement by the Supplier, or if the defect relates to facts that were known or ought to have been known to the Supplier but were not communicated to the Buyer by the Supplier. If the Supplier accepts an unfounded complaint for investigation, its efforts should be regarded as a gesture of goodwill without acceptance of any liability.
5. If it becomes apparent that a complaint is unfounded and the Supplier has undertaken work or delivered Products to remedy the complaint, the Supplier has the right to charge the Buyer for such work or for those Products at its usual rates and prices.
6. The Supplier has the right to require the Buyer to ensure that the Products delivered to the Buyer in respect of which the Buyer has lodged a complaint in a timely and proper manner – or a representative portion of those Products as determined by the Supplier – are returned to the Supplier at the Buyer's risk and expense, in order to enable the Supplier to verify the accuracy of the complaint. The Supplier may also choose to investigate the complaint at the location where the Buyer has stored the Products or where the relevant Products were processed, in which case the Buyer is obliged to cooperate. The Supplier accepts return deliveries only if Products are returned at the Supplier's request or after the Supplier has authorized the return delivery and provided a returns number.
7. Minor variations do not qualify as defects and should be accepted by the Buyer. Variations that reasonably have no or only a minor influence on the use value of the

Products, taking all circumstances into account, are always deemed to be minor variations.

8. Where defects are detected only in part of the Products delivered, the Buyer may only reject or refuse the defective Products.
9. After detecting a defect in a Product, the Buyer is obliged to do everything necessary to prevent or limit damage, explicitly including immediate cessation of use, processing, treatment and/or trading.

Article 19 – Seller’s warranty

1. The Supplier warrants for a period of 24 months from the date of delivery that all Products delivered offer the agreed functionality, as specified in the product sheet. Product parts that have been replaced or repaired carry a six-month warranty, counting from the date of completion of the replacement or repair work.
2. The duty to complain and the time limits for lodging complaints set out in Article 18 apply by analogy to defects covered by warranty.
3. If a defect covered by warranty is notified to the Supplier in a timely manner, the Supplier will pursue one of the remedies described in Article 20.
4. The warranty does not apply to defects caused by inexpert and/or careless use, by incorrect installation, in case of insufficient and/or injudicious maintenance, in case of incorrect storage, in case of accidents and/or contingencies such as fire and water damage, and if the Products have been inexpertly altered or repaired by third parties without the Supplier’s permission.
5. The Buyer is obliged to comply with instructions and directions given by the Supplier, without prejudice to the Buyer’s own obligation to carry out checks and tests under the prevailing conditions. The Buyer must ensure that his employees have sufficient training and education to be able to properly install and maintain the Products delivered by the Supplier.
6. If the Buyer is in default of his payment obligations and/or other obligations with respect to the delivery, he will forfeit any warranty rights.

Article 20 – Remedies

1. In the event of a defect (covered by warranty) or shortcoming, the Supplier may, at its own expense and discretion:
 - a. deliver the missing items; or
 - b. repair the items delivered; or
 - c. in the case of a Product, replace the Product by an identical Product of the Supplier that is not defective or, at the Supplier’s option, by a Product selected by the Supplier which, in the Supplier’s opinion, is equivalent to the Product; or
 - d. pay an amount equal to the net invoice value paid by the Buyer to the Supplier for the Products in question, by issuing a credit note, in which case the Products must be returned to the Supplier at its request, at the Supplier’s expense; or
 - e. reduce the price pro rata to the degree of variation from the agreed specifications;

if (1) there is a defect (covered by warranty) or a shortcoming in respect of a Product and (2) the Buyer has met the requirements of Article 18. In making its choice, the Supplier will reasonably take the Buyer’s interests into account.

2. If the Supplier opts for replacement, the Buyer must make the Product to be replaced available to the Supplier free of charge, if built in after removing it, at a location to be determined by the Supplier. Any costs and expenses exceeding the mere obligation to deliver a replacement Product, including but not limited to transport costs, travel and subsistence expenses, as well as costs of disassembly and assembly, are payable by the Buyer. To the extent that the aforementioned costs and expenses are charged to the Supplier by third parties and/or are incurred by the Supplier, such costs and expenses will be passed on and charged to the Buyer at the prices and rates charged to the Supplier and/or customarily charged by the Supplier.
3. If the Supplier pursues one of the remedies described in this Article, the Supplier will bear the cost of returning the repaired or replaced Product.
4. If the Buyer returns one or more Products to the Supplier, incorrectly claiming that the Product/s in question has/have a defect (covered by warranty) or shortcoming, and if the Supplier subsequently establishes that no defect (covered by warranty) or shortcoming exists, the Buyer will be obliged to reimburse the Supplier for all costs and expenses incurred by the Supplier with respect thereto, including costs and expenses incurred in analysing the Product and the cost of returning the allegedly defective Product. The remedies set out in Paragraph 1 of this Article are the only remedies available to the Buyer from the Supplier in the event of a defect/shortcoming. The Supplier is not obliged to pay any (other) compensation (for loss or damage).
5. The Buyer has no recourse to the remedies set out in this Article if the Buyer fails to cooperate or to cooperate sufficiently in any investigation required by the Supplier into the existence of the defect reported by the Buyer.
6. Any right to invoke the remedies set out in this Article will lapse if the Products have been transported, handled, used, processed, installed, stored or maintained improperly or contrary to the instructions given by or on behalf of the Supplier, or if the usual measures/directions have not been observed, as well as if the Buyer fails to fulfil any of his obligations to the Supplier under the Purchase Agreement, or fails to do so properly or in a timely manner.
7. The burden of proof of a rightful claim under this Article lies with the Buyer. In this context, the Buyer must also prove that the defect detected by him in the Product already existed at the time of delivery of the Product.

Article 21 – Passing of risk

1. The risk in the Products passes to the Buyer in accordance with the agreed Incoterm.

Artikel 22 – Retention of title

1. All Products are delivered subject to retention of title. The Supplier retains ownership of the Products delivered or to be delivered to the Buyer under any Purchase Agreement until the Buyer:
 - a. has paid the purchase price of all Products in full, including any interest and costs due, and
 - b. has paid all amounts payable for work carried out or to be carried out by the Supplier for the Buyer under the relevant agreement/s, and
 - c. has paid the claim/s which the Supplier has against the Buyer if the Buyer fails to meet the obligations referred to above.

2. The Buyer may not, in any way, allow the Products to serve as security for the payment of claims other than those of the Supplier.
3. The Supplier authorizes the Buyer to resell, deliver or install the Products delivered in the course of his usual business. This authorization will lapse by operation of law if the Buyer allows the Products to serve as security for a third party in any way, or if the Buyer fails to pay an amount to the Supplier that has become due and payable.
4. In case of seizure or other acts or interventions by third parties, the Buyer will immediately notify the Supplier thereof in writing. The Buyer will take all necessary measures to protect the Supplier's rights in respect of the Products.

Article 23 – Traceability

1. The Supplier marks the Products with a unique identifier. This identifier will be registered and managed by the Supplier.
2. The details listed below are registered and managed for each component of the Products, per production batch, based on the unique ID number per Product, which is recorded at the level of the AOI (Automatic Optical Inspection) at the time of assembly:
 - a) Supplier;
 - b) Batch number;
 - c) Batch date;
 - d) Batch size;
 - e) Release date.

Article 24 – Intellectual property rights

1. The Supplier has not verified the possible existence of any third party intellectual property rights that might be infringed as a result of the sale and/or delivery of the Products, and the Supplier is not liable for any loss or damage in that connection.
2. The sale of the Products does not imply that a licence has been granted, implicitly or otherwise, to any intellectual property rights in respect of the compositions and/or applications of the Products, and the Buyer expressly accepts all risks of any infringement of intellectual property rights resulting from the use of the Products, either separately or in combination with other materials or in any processing.