

## GENERAL TERMS AND CONDITIONS

### Article 1: Applicability of the terms and conditions

- a. These terms and conditions are applicable to:
  - All offers, quotations and all contracts regarding deliveries and/or services and/or activities made by Topic;
  - All contracts of contractors/suppliers regarding deliveries and/or services and/or activities made by them and assigned by Topic.
- b. All conditions, which are a deviation of these terms and conditions, are only valid if they are made in writing and are confirmed in writing by Topic, and are only valid for the contract for which the deviations are agreed upon.
- c. When in a specific contract with client agreements are made that are contrary to these terms and conditions, the agreements made in the contract prevail.
- d. When our client or our contractors/suppliers uses terms and conditions or specific conditions, these terms and conditions or specific conditions are not applicable when they are contrary to these terms and conditions.

### Article 2: Contract

- a. The client is bound by our written confirmation letter, when he has not made a written objection within three days of receiving the confirmation letter. Our client can never recourse to not having received the confirmation letter.
- b. Additions and changes of the contract only bind Topic after they are confirmed in writing. Orally given commitments by en agreements with our employees do not bind us only after the written confirmation of the board.
- c. Topic is entitled to let a third party completely or partly perform their services and/or deliveries.

### Article 3: Price

- a. Topic is entitled to, when after making the offer, realisation or confirmation of the assignment, the cost price or purchase price, and the prices of by third parties delivered services and/or activities, the prices of (auxiliary) materials or raw materials, wages, social costs, taxes, import or export fee's, and/or other cost factors, including prices increases due to exchange rates, augment, even though these augmentation is made by foreseeable circumstances by making the offer, realisation or confirmation of the offer, raise the price accordingly.
- b. Topic is entitled to raise the agreed upon price in the event of by client received ambiguous sketches, drawings or models, ineffective information carriers, ineffective computer programmes of data files, ineffective ways of delivering of the by client supplied materials or products and all other sorts of deliveries by client, which lead to more work or costs then reasonably foreseeable by entering into the contract.
- c. All changes with regard to the entered into contract will be seen as additional work when they enhance extra costs. The additional work will be invoiced separately to client.

#### Article 4: Delivery

- a. Unless otherwise agreed upon, delivery of the by Topic produced goods is made 'Ex Works'.
- b. All terms of delivery are only to be met approximately, and do not commence as a fatal delivery period. The delivery period starts after the realisation of full agreement of the contract.
- c. Topic is entitled to deliver the produced goods in parts.
- d. Exceeding of the delivery period never gives the client the right to terminate the agreement. Nor will it give the client right to damages or suspension of any obligation, which this contract or any other contract gives to client.
- e. When parties have not agreed upon a date of commencement for the agreement, Topic is entitled to determine the commencement date itself, at its own discretion. Client guarantees that Topic, or by Topic assigned third parties have access to the place of the activities at all times in every case necessary.
- f. When parties have agreed upon delivery on demand of the client, the client is obliged to take possession of the goods after demand period has expired.

#### Article 5: Risk of transport

- a. The transport of all goods and materials, also those who are sold free of charge (franco), are for the risk expense and risk of client. Transport also means transmission of data through the telecommunication network, fibre-optic network, and every comparable way of transport by any technical means.
- b. Topic is entitled to not transport finished goods, when there is a cause outside the will of Topic, to store and to desire payment as had the delivery already taken place.
- c. Topic decides on the means of transport. Unless otherwise agreed upon in writing, this is also applicable on goods not sold free of charge (franco), where there are no instructions given by client for the shipment. An impediment or temporary delay does not obligate Topic to decide on another means of transport.
- d. Unless client does request Topic in due time to insure the goods on the account of client, the goods will be shipped uninsured.
- e. Unless otherwise agreed upon, all duties for import and export, other costs and taxes for transport are on the account of client.

#### Article 6: Invoices and payment

- a. Unless otherwise agreed upon in writing, client has to pay all invoiced amounts within thirty (30) days of Topic's invoice date. When client is a person who does not handle in the capacity of a natural person acting beyond the practice of an occupation or operation of a business, Topic is entitled to ask for cash payment upon delivery.
- b. Topic is entitled to suspend or cancel performance of all agreed upon activities when client fails to make payments when due or Topic suspects that client will fail to make payments when due. In that case Topic is entitled to request (partial)

- advance payment or request that financial collateral will be made for what client is obliged to pay regarding the contract.
- c. When the execution of the contract is made in parts, Topic is entitled to invoice each part separately.
  - d. When client does not pay the mentioned or agreed upon term, client is liable to payment of interest, starting the day the payment falls due. The interest over the payable amount is 1.5%, per month, in which context part of a month shall be deemed to be a full month.
  - e. In the event of the client being liquidated, declared bankrupt or granted suspension of payment, liquidation of the company, transfer of the company, entering into a creditors agreement, or liquidation of the bank credit, is placed under guardianship or receivership, lodged an attachment, the claims of Topic on the client shall become immediately due and payable. Topic also has the right to terminate the agreement and also claim damages, notwithstanding Topic's other rights.
  - f. Client is never entitled to any deduction, discount, set-off or suspension, unless otherwise agreed upon in writing.
  - g. Not paying an invoice on the set date results in the immediate payability of all existing claims, and gives Topic the right to cancel all existing contracts while maintaining the right to payment of the already delivered goods and damages.

#### Article 7: Force majeure

- a. For the purpose of this Agreement, an “Event of Force Majeure” means any circumstance not within the reasonable control of the Party affected, but only if and to the extent that such circumstance was not foreseeable, despite the exercise of reasonable diligence and the observance of Good Utility Practice, cannot be, or be caused to be, prevented, avoided or removed by such Party, consisting of but not limited to not on time delivery by Topic's supplier to Topic, not on time receipt by Topic of the goods bought by supplier, not on time execution of third parties activities, defect or delay within our company or within our suppliers company or in transport, and such circumstance materially and adversely affects the ability of the Party to perform its obligations under this Agreement, and such Party has taken all reasonable precautions, due care and reasonable alternative measures in order to avoid the effect of such event on the Party’s ability to perform its obligations under this Agreement and to mitigate the consequences thereof, Topic is entitled to suspend, or dissolve the contract as a whole or partially, by choice of Topic, without Topic being held to pay any damages to client.

#### Article 8: Complaints

- a. All complaints, including those about the work carried out, deliveries or invoices, must be lodged in writing by registered letter and have to be submitted to Topic within 14 days after completion of the work, date of delivery and receiving of the goods or invoice. If the client fails to do so, the goods are deemed to be approved and the invoice accepted by client.
- b. Complaints cannot be submitted against already by client in use, used up or sold goods.

- c. Complaints do not give the client to suspend payment of not disputed parts of Topic's claim.

#### Article 9: Transfer of ownership/retention of title

- a. All goods delivered by Topic remain the property of Topic until client has met in full all of the obligations under the contract entered into with Topic. Topic is at all times entitled to retention of the goods, notwithstanding Topic's other rights, without any request, reminder, summons or judicial intervention and take back the goods and to do so enter the premises of client. As long as the retention of title remains in force, client is not entitled to transfer, lodge an attachment or to (make) remove the goods from the place in which they are put. Client is obligated to immediately notify Topic in writing in the event of a third party claiming rights to the good which held a retention of title of Topic, and by any loss or damage to the goods.

#### Article 10: Liability

- a. Topic cannot be held liable for any direct or indirect damages, including damages arising from the execution of the agreement and damages arising from advise given by Topic, unless in case of a premeditated act or wilful recklessness act of Topic which has caused the damage.
- b. Notwithstanding provision 10a, Topic's maximum total liability shall be limited to general money damages in an amount not to exceed the total amount paid for. Under no circumstances including negligence shall Topic be liable for direct, indirect, incidental, special, consequential or punitive damages, or for loss of profits, revenue, or data, that are directly or indirectly related to the use of, or the inability to access and the goods and related services, whether in an action in contract, tort, product liability, strict liability, statute or otherwise even if Topic has been advised of the possibility of those damages.
- c. Each claim made by client will expire if the claim is not pending within one year after the source of the claim has occurred.

#### Article 11: Termination of agreements

- a. Each party has the right to immediately unilateral, completely or partially terminate this agreement without a written notice of default or judgment of the court via a written statement directed to the other party in case of:
  - bankruptcy or suspension of payment of the other party;
  - dissolution of (the company of) the other party;
  - a culpable breach of the contract of the other party notwithstanding a valid written notice of default.
- b. In case of termination of the contract according to this article, the other party will be held liable to pay for damages of the party that caused the termination of the agreement.

#### Article 12: Cancellation

- a. In the event of unilateral cancellation by client, before execution of the contract, client is held liable to pay compensation to Topic of 30% of the agreed upon price, notwithstanding Topic's right to damages in case the damage exceeds the 30%.

#### Article 13: Extrajudicial costs

- a. All extrajudicial costs, including collection-, bailiff- and attorney costs, judicial and extrajudicial made by topic to ensure the fulfillment of the contract by client, have to be paid by client. The extrajudicial costs are at least 15% of the by client owed price with a minimum of EUR 250,- for which Topic does not have to provide evidence for made costs. The costs are owed starting the moment that Topic had to transfer the collection to a debt collector, notwithstanding if client knew about this.

#### Article 14: Applicable law and jurisdiction

- a. This agreement shall be governed and interpreted pursuant to Dutch Law.
- b. Parties agree that all disputes and litigation regarding this agreement and matters connected with its performance will be subject to the exclusive jurisdiction of the Dutch Court, more in particular the District Court of Oost-Brabant in 's-Hertogenbosch.