

**General terms and conditions of Fieldpower Training and Rehabilitation International B.V., hereinafter: Fieldpower (registered at the chamber of commerce in The Netherlands under number 71248498)**

**1. General**

- a. These general terms and conditions apply to all oral and written offers, agreements or delivery of goods by Fieldpower.
- b. (General) terms and conditions of the customers of Fieldpower, hereinafter: Customer, are excluded and shall not apply.

**2. Offers**

- a. The prices of Fieldpower are net and do not include value added taxes, other taxes and levies, freight costs, packing costs in excess of standard packing, insurance premiums, rates and duties for import, assembly and installation costs, costs of compliance with export and import regulation and/or other governmental assessments.
- b. After the date of the offer and before the date of delivery, Fieldpower is entitled to adjust the agreed price accordingly to a change in one or more of the cost factors.

**3. Delivery**

- a. Delivery dates confirmed or mentioned by Fieldpower are considered target dates. Fieldpower shall not be in default or liable for damages to the Customer only as a result of expiration of such a delivery date.
- b. Unless explicitly agreed otherwise in writing, Fieldpower shall deliver its products to Customer ex works (EXW Incoterms 2010) in The Netherlands, hereinafter: Delivery. At Delivery the risks of loss, damage, theft, usage, misuse and abuse with respect to the products shall transfer from Fieldpower to the Customer.
- c. Shipment of the products to the Customer shall be carried out by the Customer or by Fieldpower on behalf of the Customer at risk and costs of the Customer. Title of the products shall pass from Fieldpower to the Customer at receipt of the products by the Customer at its premises.

**4. Warranty**

- a. Fieldpower undertakes on behalf of the Buyer to deliver the products in accordance with the description, quality and quantity as stated in the quotation sent by Fieldpower to the Customer.
- b. External and/or notable shortcomings, damages and other defects with respect to the products from

Fieldpower should be reported by Customer to Fieldpower in writing as soon as possible but in any case within 10 working days after receipt of the products. Other (internal) defects with respect to the products from Fieldpower should be reported by Customer to Fieldpower in writing as soon as possible but in any case within 10 working days after detection or after the date that these defects reasonably could have been detected. The Customer loses any and all of its rights with respect to products and/or Fieldpower and the delivered products will be considered to have been irrevocably and unconditionally accepted by the Customer if it fails to comply with the provisions in this subsection b.

- c. In case of a timely and justified claim with respect to the delivered products, Fieldpower is at its sole discretion and as a sole remedy for the Customer entitled to either replace the respective product by a same or similar product, to repair the respective product or to credit the invoice for the respective product with reimbursement of the purchase price. Return shipments are not permitted without the prior consent of Fieldpower.
- d. Any claim against Fieldpower shall lapse in the event the products have been installed and used in accordance with the purpose made public by Fieldpower, the work instructions included with the delivery and any applicable laws.
- e. Timely and correctly made claims submitted to Fieldpower or any other circumstances, grounds or reasons whatsoever do not provide the Customer the right to partially or wholly dissolve, nullify or amend the concluded agreement or confirmed order and/or to postpone/suspend and/or compensate any of its obligations arising from the concluded agreement or confirmed order. At all times the Customer must (continue to) perform its obligations arising from the concluded agreement or confirmed order.

**5. Retention of title**

- a. All products delivered or supplied or to be delivered or to be supplied remain the property of Fieldpower, until the Customer has paid the agreed price and all obligations - whether arising from earlier or later oral or written agreements concluded with Fieldpower - have been fully met.
- b. As long as the property of the goods delivered have not been transferred to the Customer whilst the Customer has already obtained actual authority, the Customer will take care of the products and make sure the products remain in the same state and quality as they were at the time of delivery.

- c. In case of non-fulfilment by the Customer of any obligation towards Fieldpower, the latter is entitled without prior notice of default or judicial intervention to declare the agreement dissolved and to take back the products. In such case, Fieldpower shall be entitled to unhindered access to the products, whereby the Customer shall undertake to fully cooperate with Fieldpower in order for the latter to exercise the retention of title by taking back the delivered goods.

## **6. Force majeure**

- a. Fieldpower shall not be liable and held to comply with its obligations arising from confirmed offers or other agreements, in case it is unable to deliver or to deliver in a normal manner due to circumstances caused by force majeure or an act of God and during a reasonable period of recuperation.
- b. A force majeure is considered an occurrence beyond the reasonable control of Fieldpower and includes, amongst other things, war, strikes, riots, infrastructure disruptions, natural disasters, negligence or delays in activities and/or deliveries by third parties, government measures and other events reasonably causing Fieldpower to be deemed unable to comply with its obligations.

## **7. Liability**

- a. Subject to intent or deliberate recklessness and notwithstanding its obligations arising from section 4 (Warranty) above, Fieldpower shall not be liable for any and all direct and indirect damages and costs of the Customer and/or third parties arising from and/or related to any and all agreements to which Fieldpower is a party and/or products and services provided by Fieldpower on any grounds and for any reasons whatsoever.
- b. Insofar as it may be established in court that the limitation of liability described in subsection a above cannot be maintained, Fieldpower will in no event be liable for lost profits, or for any special, indirect, incidental, or consequential damages, however caused, on any theory of liability and whether or not such party has been advised of the possibility of such damages, arising under any cause of action and arising in any way out of and/or related to products and services provided by Fieldpower and/or an agreement to which Fieldpower is a party.
- c. In any event an eventual liability of Fieldpower and the total amount of compensation to be paid by Fieldpower to the Customer will never exceed the amount that Fieldpower's insurer will pay for the

claim. In the event the insurer does not provide cover, the provision of subsection e applies.

- d. Insofar as it may be established in court that the limitations of liability described in the subsections above cannot be maintained, the provision of subsection e applies.
- e. Without prejudice of the foregoing in all events any and all liability of Fieldpower shall always and under any circumstances be limited to a maximum of EUR 10,000.
- f. In any and all events the Customer is not entitled to hold the officers, directors, and employees of Fieldpower and any and all private persons performing or having performed any assignments on behalf of Fieldpower, liable, neither directly or indirectly, nor by way of indemnification, for any reason and/or on any grounds whatsoever. In so far as necessary/possible, the officers, directors, and employees of Fieldpower and any and all private persons performing or having performed any assignments on behalf of Fieldpower are considered a third-party beneficiary to this provision and are entitled to the rights and benefits hereunder and may enforce the provisions hereof against the Customer as if it were a party hereto.
- g. Any and all claims against Fieldpower lapse and can no longer be collected by the Customer by the mere passage of one year after the claim has arisen and such claims have not been submitted to the Dutch court pursuant to section 7.

## **8. Miscellaneous**

- a. Any and all oral and written agreements and orders to which Fieldpower is a party and the delivery of any and all products and services provided by Fieldpower are exclusively governed by Dutch Law. The applicability of the Vienna Sales Convention is expressly excluded. The court of Overijssel, located in Almelo, shall have the exclusive jurisdiction to settle any and all disputes arising from and/or related to any and all oral and written agreements and orders to which Fieldpower is a party and the delivery of any and all products and services provided by Fieldpower.
- b. If any provision hereof is null and void or is voided, such offending provision shall not be applicable and the parties shall make in good faith effort to convert and reform such provision in such a way that the objectives contemplated in such provision may be realized, whereas the other provisions will remain its full force and effect.