

WICRO PLASTICS BV - GENERAL TERMS AND CONDITIONS OF SALE

Article 1 Applicability

paragraph 1. These terms and conditions of sale apply to all offers, quotations and agreements between Wicro Plastics BV and the client.

paragraph 2. The applicability of general or specific conditions of the client is hereby explicitly declined by Wicro Plastics BV.

paragraph 3. Such conditions may only bind Wicro Plastics BV if they have been expressly accepted in writing.

paragraph 4. If one or more provisions of these conditions are void, voidable or unenforceable, the remaining provisions shall remain in full force. Parties will replace the invalid provision(s) by a provision of similar meaning which resembles the purpose of the original provision as closely as possible.

Article 2 Offers

paragraph 1. The offer, as issued by Wicro Plastics BV at the request of the potential client, will always remain without commitment until the moment that an actual contract will be signed.

paragraph 2. Wicro Plastics BV shall not be liable for direct or indirect loss or damage caused by any inaccuracies in the offer. This also applies to the advice given by Wicro Plastics BV in the offer phase.

paragraph 3. All designs, drawings, samples, models or otherwise produced by Wicro Plastics BV for the purpose of the offer remain the property of Wicro Plastics BV.

paragraph 4. Wicro Plastics BV is not liable for any (detrimental consequences of) inaccuracies in the information provided by the client on which Wicro Plastics BV based and issued the offer. Wicro Plastics BV is not obliged to check the accuracy of this information. The client indemnifies Wicro Plastics BV for all third party claims which could arise from incorrect information provided by the client.

Article 3 Effectuation of an agreement

paragraph 1. An agreement shall be in effect upon signing of a written contract by both parties.

paragraph 2. An agreement shall also be in effect after the client has placed a written order with Wicro Plastics BV and a written confirmation by means of an order confirmation was issued by Wicro Plastics BV.

Article 4 Amendments and additions

paragraph 1. Amendments to the contract and additional agreements shall only be valid if they are confirmed in writing by Wicro Plastics BV. In case Wicro Plastics BV does not accept such amendments and/or supplementary agreements, the client shall never be entitled to terminate the agreement in part or in whole and the client shall remain fully liable for payment of the purchase price or, at the option of Wicro Plastics BV, reimbursement of the costs incurred, loss of profits and losses relating to idleness.

paragraph 2. If after the conclusion of the agreement circumstances arise which affect the price, such as changes in the prices of raw materials, prices of the products purchased on behalf of the client, the level of wages, exchange rates, import duties and other relevant taxes, etc., Wicro Plastics BV is entitled to pass on these price changes to the client.

paragraph 3. In respect of products to be delivered by Wicro Plastics BV in time or on call and which are not or only partially in stock at the conclusion of the contract, Wicro Plastics BV reserves the right to charge the prices and costs prevailing at the time of delivery.

Article 5 The agreement

paragraph 1. Wicro Plastics BV is entitled to request advance payment or to request security for payment of the agreed purchase price. Wicro Plastics BV may suspend the execution of the activities until the requested advance payment or security are met. If after 10 days the request to arrange for advance payment or to provide security are not met, the client shall, without a notice of default being required, be in default and the agreement can be terminated in writing by Wicro Plastics BV without judicial intervention. The client shall be liable for all costs, damages, lost profits and idleness losses arising from the order and its premature termination.

paragraph 2. Cancellation or termination of the agreement is possible only with the written permission of Wicro Plastics BV. Upon cancellation or termination, the client shall, next to the costs incurred, compensate Wicro Plastics BV for the loss of profits and losses due to idleness.

paragraph 3. Wicro Plastics BV is entitled to engage third parties to execute the agreement concluded with the client.

paragraph 4. Wicro Plastics BV can never be held liable for any adverse effects of inaccuracies in data, information, advice, drawings, models, etc. caused by or provided on behalf of the client on which Wicro Plastics based itself for the execution of the agreement. The client indemnifies Wicro Plastics BV against any third-party claims resulting from such inaccuracies.

paragraph 5. Packaging which is intended for reuse (packing material, pallets etc.) remain the property of Wicro Plastics BV unless other agreements to that effect have been made. The client must keep this packaging in a prudent manner. The client shall be liable for damage or loss.

paragraph 6. All prices quoted by Wicro Plastics BV are valid for delivery ex warehouse or factory, including packaging and excluding VAT, unless otherwise agreed. From leaving the warehouse or factory the products shall be for the account and risk of the client. If the client has arranged the transport of the products, the client shall be obliged to arrange for a proper insurance of the transport. In case Wicro Plastics BV has arranged the transport, an adequate insurance will be taken out by Wicro Plastics. Cost of such insurance will be charged by Wicro Plastics BV to the client.

Article 6 The product

paragraph 1. If, in compliance with the contract, parts provided by or on behalf of the client, must be attached to or incorporated into the product to be produced by Wicro Plastics BV, such components will have to be provided by the client to Wicro Plastics BV in the right amount, timely, free of charge and freight paid.

paragraph 2. The client is liable for the proper applicability of parts or other goods made available by him and/or third parties. Wicro Plastics BV may, without any investigation, assume that such components etc. can be mounted just like that into, upon or onto or incorporated into the product to be manufactured as ordered unless otherwise agreed upon in writing.

paragraph 3. If such parts are delivered late or cannot be processed by Wicro Plastics BV and this results in downtime, the client is liable for all stoppage damages incurred by Wicro Plastics BV.

paragraph 4. Wicro Plastics BV will not take the product to be manufactured into production until the pilot run provided by Wicro Plastics BV has been approved by the client and the client has given written notice, or Wicro Plastics BV has confirmed such approval in writing.

Article 7 Warranty

paragraph 1. Before using or processing the products supplied by Wicro Plastics BV, the client shall check that the products are in conformity with the agreement. Wicro Plastics BV shall be notified of a defect by means of a complaint, immediately after the defect has been determined. In case of defects that are externally visible this should in any case be done within 5 days after delivery of the goods and with all other defects within 14 days after such failure has occurred. Any obligations to replace or perform subsequent delivery lapse by law if the client fails to inform Wicro Plastics BV in good time or repacks, processes or makes any other use of the product upon delivery by Wicro Plastics BV.

paragraph 2. The complaint is judged by the quality department of Wicro Plastics BV. In assessing the complaint the product specification agreed by Wicro Plastics BV shall be decisive and leading.

paragraph 3. The client shall, unless otherwise agreed, check the correct quantity of products supplied. If this quantity is incorrect, the client shall inform Wicro Plastics BV in writing within a maximum of 5 working days after discovery. In the absence of timely reporting the quantity as stated in the waybill, the delivery note or similar document is deemed by the client as being properly accepted.

paragraph 4. Provided that the client has fully fulfilled its payment and/or other obligations Wicro Plastics BV will replace the defective or missing products on its behalf, arrange for subsequent delivery or reimburse their invoice value to the client. The client waives any right to claim dissolution of the agreement.

paragraph 5. On products or parts of products which Wicro Plastics BV sourced from third party suppliers, Wicro Plastics BV grants the same warranty, under the same conditions as the warranty which Wicro Plastics BV has agreed with these third party suppliers.

paragraph 6. The warranty does not apply:

- a. to defects that are the result of inferior materials and/or components provided or prescribed by the client;
- b. to defects that are the result of improper use or negligence by/on the side of the client or its staff;

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c. for defects that are due to normal wear and tear, improper handling, excessive loads or the use of unsuitable operational means and corrosive chemicals;

d. in case of changes to molds, carried out by third parties, not ordered by Wicro Plastics BV.

paragraph 7. Wicro Plastics BV is held to no other compensation or performance than the fulfillment of the obligations described above. Any claim for damages is excluded and in particular Wicro Plastics BV accepts no liability for any business or other consequential damages.

paragraph 8. Should it be determined that Wicro Plastics BV is liable for damages, the amount of compensation will never be higher than the net invoice value of the products which have given rise to the occurrence of the damage or, if higher, the amount which the liability insurer of Wicro Plastics BV is willing to pay in this respect.

Article 8 Molds

paragraph 1. If the client has ordered a mold at Wicro Plastics BV, its production will not be started until the agreed payment of the mold has been received by Wicro Plastics BV. Any changes, improvements or repairs to molds etc. are not carried out until the payable costs or a deposit thereon, are paid by the client.

paragraph 2. If the client has arranged the transport of the mold, the client is obliged to properly insure the transport of the mold. In case Wicro has arranged the transport of the mold they will take out adequate insurance with regard to the transport. Wicro will charge the client for the cost of such insurance.

paragraph 3. With respect to the use of the mold manufactured for the client, a shot warranty, i.e. the quantity of plastic products to be produced with the relevant mold, is agreed with the client. After the production of this quantity, the mold is considered to be no longer suitable for further production. Whenever a shot warranty was not agreed upon quotation or order confirmation, Wicro Plastics BV will, as soon as it appears that a mold is no longer suitable for economic production, communicate this to the client. In this case the client will be advised of the costs associated with the repair or replacement. Upon assessing an economically viable production the progress of technology and the adaptation of the company thereto is also taken into consideration, both with respect to the volume and labor intensity. The mold which is no longer suitable for production according to said standards, does not need to be returned by Wicro Plastics BV and may be destroyed without causing an obligation on the side of Wicro Plastics BV for any compensation towards the client.

paragraph 4. The mold becomes the property of the client only until after he has paid the full purchase price to Wicro Plastics BV.

paragraph 5. The mold is kept by Wicro Plastics BV in a prudent manner. The client shall, within three years after delivery of the last order, pick up the molds etc. at Wicro Plastics BV. Failing this, a written deadline will be given within which the equipment will have to be retrieved as yet. If the client does not react in time, so the mold can be destroyed without Wicro Plastics BV being compelled to compensate the client in this respect. The client shall bear the costs that had to be made for the destruction of the mold.

paragraph 6. In cases where the client supplies the mold it will be returned upon request, but only after all outstanding due to Wicro Plastics BV, for whatever reason, are settled.

paragraph 7. Wicro Plastics BV is not liable for loss or damage to molds, except in cases of gross negligence or intent. If, in such a situation gross negligence and/or intent by assisting persons, not being subordinates, can be demonstrated, Wicro Plastics BV excludes any liability, too.

paragraph 8. Should it be determined that Wicro Plastics BV is liable for damage to the mold, the compensation will be limited to repair or replacement of the mold, the amount of compensation will never be higher than the net invoice value of the mold or, whichever is higher, to the extent that the liability insurer of Wicro Plastics BV is willing to pay in this respect. Furthermore Wicro Plastics BV accepts no liability for any business or other consequential or indirect loss suffered by the client or any third party.

Article 9 Delivery

paragraph 1. Delivery times given are approximate and shall never be regarded as firm dates. Wicro Plastics BV, unless otherwise agreed in writing, shall not be liable for the consequences of exceeding the specified delivery time. Exceeding the delivery time, for whatever reason, will not give the client any right to compensation, nor to non-compliance with respect to any of its obligations.

paragraph 2. Wicro Plastics BV is entitled to deliver an order in its entirety or in parts. In the latter case Wicro Plastics BV is entitled to invoice each separate delivery to the client and to demand payment. If and insofar as a partial shipment is not paid by the client and/or the client does not comply with other obligations under the agreement, or (a) prior agreement(s), Wicro Plastics BV is not obliged to deliver the next partial consignment and is entitled to terminate the agreement(s), in as far as not (been) executed, without judicial intervention and without any formal notice, while retaining the right to be compensated and without the client gaining any right to compensation or otherwise.

paragraph 3. Wicro Plastics BV is only obliged to deliver the product according to the specifications upon placing of the order. Wicro Plastics BV accepts no liability for the applicability of the products to the specifications of the client. The client will safeguard Wicro Plastics BV against all third party claims to compensate any damage resulting from this contract.

Article 10 Retention of title

paragraph 1. The ownership of the products supplied by Wicro Plastics BV will not be transferred to the client until after it has fulfilled all its obligations towards Wicro Plastics BV, pertaining to payment of agreed services and the payment of claims for failure to perform execution of agreements.

paragraph 2. If the client has in its possession any goods on which Wicro Plastics BV can exercise the retention of title, the client shall, upon first request of Wicro Plastics BV and without judicial intervention, deliver these products to Wicro Plastics BV. The client is also obliged to keep these products separate and to mark them as being from Wicro Plastics BV. The products qualifying as being subject of the retention may never be pledged or transferred to a third party in any way as a collateral, including lease purchase and/or lease sale, nor may they be sold in any way or disposed of, or encumbered or moved to a location other than agreed.

paragraph 3. The cost of exercising the retention are at the expense and risk of the client. The client is obliged to ensure that the products subject to retention of title are insured against risks against which insurance is common (fire, theft, water and storm damage, all expressly included here), or against risks which are considered desirable by Wicro Plastics BV. The client is obliged to immediately inform Wicro Plastics BV of the fact that third parties exercise claims on products which under this article are subject to its retention of title.

paragraph 4. Wicro Plastics BV is entitled, in case of failure to purchase and/or improper performance by the client in meeting his obligations, in the case of the client requesting moratorium or when filing a request for his bankruptcy (including such a request by a third party) or if in any way seizure of his movable and/or immovable assets or other goods occurs, or if the client shuts down his business or threatens to shut down or approaches his creditors in relation to a debt settlement/repayment schedule, or if Wicro Plastics BV may in all fairness assume that any of the situations listed above will occur very soon, to suspend any further delivery of goods or provision of services and to suspend any payments and to completely or partially dissolve any agreement concluded with the client by giving written notice to the client, without prejudice to Wicro Plastics BV's accruing rights such as the right to be fully compensated and/or have goods returned. The client agrees to this in advance and for such a situation grants Wicro Plastics BV access to its site and premises for repossession by Wicro Plastics BV of products delivered but not yet paid. The clients' outstanding shall in all above cases be payable in full and at once.

Article 11 Force majeure

paragraph 1. If, with respect to Wicro Plastics BV, a force majeure situation occurs, also including disturbances in the company, or in the supply of products, materials, raw materials or equipment, as well as upon the occurrence of conditions, whereby delivery is unreasonably onerous and/or disproportionate, it is entitled to suspend delivery during a period to be determined as reasonable by the company or - either after expiration of the said reasonable term or immediately - to terminate the agreement without judicial intervention, by a written and reasoned statement, without the client being able to claim any compensation for the damage suffered or to be suffered.

paragraph 2. If in such case a partial execution is involved, costs incurred and/or a proportion of the total price will be due to Wicro Plastics BV by the client, of course against delivery of the relevant products manufactured by Wicro Plastics BV.

paragraph 3. Wicro Plastics BV is not liable for direct or indirect damage whatsoever, for the client or third parties due to

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suspension or cancellation as a consequence of the aforementioned force majeure.

Article 12 Intellectual property rights

paragraph 1. If Wicro Plastics BV manufactures based on drawings, samples, models or other instructions in the broadest sense of the word, received from the client or through him from third parties, the client shall guarantee that the manufacture and/or delivery of those articles does not infringe any rights of patent, brand or application, trade models or any other right of a third party, and the client shall safeguard Wicro Plastics BV from any ensuing liabilities and related costs arising therefrom.

paragraph 2. If a third party should raise objections to the manufacture and/or delivery on the basis of any alleged right as referred to above, Wicro Plastics BV is entitled, simply and solely on these grounds, to immediately cease the manufacture and/or delivery and to claim reimbursement of costs incurred from the client, without prejudice to any further claims, without Wicro Plastics BV having to pay any compensation to the client. Wicro Plastics BV will promptly notify the client if third parties objected to the manufacture and/or delivery of goods destined for the client.

paragraph 3. The intellectual property rights of any documents, drawings, samples, models or other goods produced by Wicro Plastics BV remain to her, also after delivery to the client.

paragraph 4. The client is liable for damages caused by infringement of Wicro Plastics BV's intellectual property rights, committed by the products supplied by Wicro to the client. The client is obliged to immediately notify Wicro Plastics BV whenever any violation of our rights is known to him.

Article 13 Payment

paragraph 1. Payment shall be made within 30 days from the invoice date, unless otherwise agreed in writing. Should this period be exceeded, the client shall be in default by the mere expiry of the term of payment, therefore without any notice or communication required. In that case Wicro Plastics BV is entitled to suspend the execution of all orders accepted for the client until full payment has taken place. If this term is exceeded, Wicro Plastics BV is entitled not to execute said orders and to claim compensation for damages.

paragraph 2. From the moment that the payment should have been made, the client owes an interest of 1.5% of the invoice amount for each month or part thereof with which the expiration date is exceeded.

paragraph 3. The client is in default without any notice of default by the mere expiry of the due date, as well as in case of (application for) bankruptcy or receivership, under guardianship or receivership and liquidation. All costs, especially the extrajudicial and judicial costs in relation to collecting the claim, in connection with the overdue payment, shall be borne by the client. The extrajudicial costs are 15% of the amount due.

paragraph 4. Wicro Plastics BV has the right to demand additional security for payment from the client. If, within 10 working days from the request to provide security this has not been complied with, the client is in default without further notice and the order shall be considered to have been terminated or the contract shall be deemed to have been terminated. The client is liable for all costs and damages resulting from the contract and its premature termination. Wicro Plastics BV is entitled to demand from the client that he signs an act of cession in which he assigns his receivables to Wicro Plastics BV, which the client, if so claimed by Wicro Plastics BV, undertakes as a security for the payment of the debt(s) of the client.

Article 14 Applicable law

Any agreement between Wicro Plastics BV and the client is governed by Dutch law.

Article 15 Jurisdiction

Any dispute concerning an agreement between Wicro Plastics BV and the client shall be exclusively submitted to the competent Court of Limburg, The Netherlands. Wicro Plastics BV however remains entitled to summon the client to appear in the court which has jurisdiction according to the law or the applicable international treaty.

Article 16 Location

These General Conditions and Terms of Sale are published on the website of Wicro Plastics BV: www.wicro.nl.

This translation of the original Dutch text is prepared for use by our international clientele and is for information only. In case of disputes, the Dutch text shall be binding.

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