



GENERAL PURCHASE CONDITIONS

of V.S.E. Vehicle Systems Engineering B.V., V.S.E. Special Systems B.V.
and V.S.E. Holding B.V. with their registered offices in Veenendaal, the Netherlands
filed with the Court Registry of the Utrecht District Court under numberon

Art. 1 Definitions

Unless explicitly indicated otherwise, the terms used in these general purchase conditions have the meanings given below.

-VSE: V.S.E. Vehicle Systems Engineering B.V., V.S.E. Special Systems B.V. and V.S.E. Holding B.V., hereinafter referred to as 'VSE'.

-Other Party and/or client: any natural person or legal entity or his/its representative, agent, assignee or beneficiary that has concluded or wishes to a Contract with VSE.

-Contract: the Contract including any schedules between VSE and the Other Party to that Contract.

-Personnel: any and all persons who, regardless of whether they are employed by the Other Party or its subcontractor, deliver the Performance under the supervision and responsibility of the Other Party.

-Performance: the items that must be delivered or the Work that must be performed or the services that must be provided on the grounds of the Contract concluded between VSE and the Other Party.

-The Performance Schedule: the Schedule approved by VSE which sets out the order of activities and term for the Performance of the assignment.

-Work: the assignment set out in writing between the parties.

-Items: all items delivered under the Contract.

Art. 2 Applicability

1. These general purchase conditions apply to any and all Contracts under which VSE buys items and/or grants assignments, whether or not for the Performance of a Work or the conduct of activities.
2. Variations from and/or additions to these purchase conditions shall only be applicable if they have been confirmed in writing by VSE. These variations and/or additions shall apply solely to the Contract for which the different clauses are agreed. Terms of delivery and/or other terms or conditions of the Other Party shall apply only where they correspond to these general purchase conditions and, where they do not, their applicability is hereby explicitly ruled out. If there is any doubt whether they contain conflicting clauses, only these general purchase conditions shall prevail. Such doubt shall exist if VSE takes this view, subject to any counter evidence to be produced by the Other Party.
3. If any provision in these general purchase conditions or part thereof is void, voided or any part thereof is void or voided or otherwise declared to be non-binding or unworkable, the validity of the other

provisions shall remain unaffected. If a provision is void, voided, non-binding or unworkable, the Other Party must, at our first request, agree on a new provision with us that is as close to the original void, voided, non-binding or unworkable provision as possible in terms of its aim and purport.

Art. 3 Requests for an estimate and estimates

1. All requests for an estimate made by VSE are free of obligation. The estimate given by the Other Party must be fully in accordance with this. Any documents provided by VSE when requesting an estimate shall form part of the estimate.
2. If the Other Party has given an estimate, this estimate shall be an irrevocable offer. VSE shall not be obliged to reimburse the costs incurred by the Other Party in drawing up the estimate, unless agreed beforehand in writing with the Other Party. If VSE does not grant the assignment in writing, the Other Party must, without delay, return all documents made available by VSE.
3. VSE is bound to the Other Party only after it has granted the assignment in writing. If the written assignment varies from the Other Party's offer, the Other Party is nevertheless bound to the assignment, unless the Other Party objects to this in writing within one week of the date of the written assignment, with reasons given.

Art. 4 Performance

1. The Other Party must deliver the Performance within the agreed term. The Performance must furthermore comply with the description and/or the specifications provided by VSE. The Other Party must use new materials and employ expert Personnel. The Other Party shall guarantee the quality of the Performance.
2. The Other Party must deliver the Performance in accordance with the time and/or delivery schedule provided by VSE and/or, where applicable, within a further term stipulated by VSE. By exceeding the terms stated in this article, the Other Party shall be in default without any notice of default being required.
3. VSE may carry out inspections or have them carried out at the Other Party or its suppliers. The Other Party must enable VSE to do so and make available the requisite equipment and support free of charge.
4. An approval on the grounds of the preceding paragraph does not amount to acceptance of the Performance, nor does it affect the other rights under these general purchase conditions.
3. The Other Party must immediately remedy and/or replace any Performance rejected by VSE. The Other Party shall bear the costs pertaining to this. If the Other Party is in default, VSE may have the items replaced by third parties at the expense of the Other Party. If the rejection leads to the agreed time of delivery being exceeded, Article 9 shall apply in full.

Art. 5 Packaging and shipment

1. The Other Party shall package the items safely and with due care and in such a manner that the items can be properly handled during transport and unloading. The Other Party guarantees that the items reach their place of destination in good condition and that all requisite documents are made available to the carrier. VSE may refuse to accept a shipment that does not meet these requirements.
2. Unless otherwise specified by VSE, the place of destination shall be VSE's business address.
3. The costs of packaging and shipment shall be at the Other Party's expense, unless otherwise agreed.
4. The items shall be at the Other Party's risk and expense until they have reached the agreed place and have been accepted in writing by VSE. At that point ownership of the items shall be transferred to VSE.
5. Items that are made by mixing, combining, or otherwise shall become VSE's property as soon as they are made. The Other Party is deemed to have made these items for VSE and shall hold these new items as the property of VSE. At VSE's request the Other Party shall issue a declaration of ownership on VSE's behalf.

Art. 6 Price

1. Unless otherwise agreed, the price, or at least the compensation to be paid by VSE shall be in euros, exclusive of Dutch VAT.
2. The Other Party must send invoices to VSE which comply with the statutory or other requirements and which are sufficiently specific. If the Other Party fails to do so, VSE is entitled to suspend its payment obligations. If the Other Party invoices VSE correctly, VSE shall pay the invoice within 60 days of the date on the invoice. By paying the invoice, VSE does not in any way relinquish any right to demand proper performance of the Contract.
3. VSE may at all times set off any payments it owes the Other Party against any payments the Other Party may owe VSE. This provision is to be regarded as a set-off declaration within the meaning of Section 6:127 of the Dutch Civil Code ("DCC").
4. If VSE has made items available to the Other Party for performing the Contract, VSE may demand a bank guarantee or deposit at the Other Party's expense.

Art. 7 Variations to the Contract

1. VSE may at all times change the scope of the Contract, even if this amounts to additional or less Work.
2. If the Other Party takes the view that such change has consequences for the agreed price, it must notify VSE of this in writing within one week after it has been informed of the change. In the case of additional Work, the Other Party must immediately give VSE a written estimate of the price and the term pertaining to such additional Work. The Other Party must furthermore indicate what the consequences are for the other activities yet to be performed within the scope of the Contract.
3. The Other Party shall not carry out additional Work until VSE has agreed to this in writing.
4. If the Other Party fails to comply with the conditions stated in paragraphs 2 and 3 of this article, VSE shall not pay the Other Party any additional charge.

5. Additional Work shall not include additional activities required for the full performance of the Contract which the Other Party could or should have foreseen or activities which result from a breach by the Other Party.

Art. 8 Breach

1. In the event that the Other Party breaches its obligations, VSE is entitled:
 - (a) to refuse the agreed Performance;
 - (b) to terminate the Contract without judicial intervention and without any further notice of default being required;
 - (c) to oblige the Other Party to deliver the Performance again, either wholly or in part;
 - (d) to demand that the Other Party allows VSE to nullify the Performance at the Other Party's risk and expense and/or to have it delivered by third parties, either wholly or in part.
2. VSE may exercise these rights regardless of the seriousness of the breach by the Other Party. Moreover, these rights shall not affect any other rights VSE has in relation to a breach by the Other Party, including the right to damages or additional damages and/or a claim on account of an agreed penalty clause.
3. Without prejudice to the foregoing provisions, the Other Party must specify in respect of every product or service provided to VSE what guarantee it provides and the term of such guarantee. VSE may assign the guarantee provided by the Other Party to its clients and their clients. The Other Party must at all times, to the satisfaction of VSE, demonstrate that it is prepared and able to perform the guarantee obligations it has undertaken.

Art. 9 Liability

1. The Other Party is liable for any and all damage suffered and to be suffered by VSE which, either directly or indirectly, results from a failure, either wholly or in part, in the proper and prompt performance of the Contract, irrespective of whether this is possibly (also) caused by third parties. The Other Party shall indemnify VSE against any liability of third parties relating to this. Likewise, the Other Party is liable to VSE for any damage caused by a third party engaged by the Other Party for the performance of the Contract, whether or not at VSE's instructions.
2. The Other Party is furthermore liable for any damage caused by it, its Personnel and/or third parties engaged by it to the property of VSE and/or the property of Personnel of VSE and/or third parties. The Other Party shall likewise indemnify VSE against any third-party claims relating to such damage.
3. Regarding the foregoing, the Other Party must take out adequate insurance and maintain this insurance. The Other Party must submit evidence of this at the first request.

Art. 10 Checks

Although it is under no obligation to do so, VSE is at all times entitled to check the manner in which the Other Party performs the Contract and, in that regard, inspect the places where the Contract is performed.

Art. 11 Duty to collect information

1. The Other Party must collect, both from VSE and from third parties, any information required for the

proper performance of the Contract. In addition, the Other Party must coordinate its activities with any activities carried out by VSE and/or third parties in relation to the Performance of the Contract.

2. The Other Party must, without delay, inform VSE of any circumstances that may in any way have an adverse effect on or impede the Performance of the Contract.
3. If the circumstances referred to in paragraph 2 of this article occur, VSE is entitled to take any measures it deems appropriate to protect its interests and/or require a variation of the Contract or terminate the Contract, without the Other Party having any right to damages.

Art. 12 Confidentiality

1. The Other Party must observe the confidentiality of the content of the Contract and any information relating to VSE to which it may become privy in the Performance of the Contract.
2. The Other Party shall impose a similar duty of confidentiality on third parties that are engaged, whether or not on the instructions of VSE, to perform the Contract.
3. If the duty of confidentiality is breached by the Other Party and/or third parties engaged by it, the Other Party shall, without judicial intervention, forfeit an immediately payable penalty of EUR 100,000. The Other Party shall furthermore be liable for any resulting damage suffered by VSE, including the costs of recovery.
4. If the parties have entered into a separate confidentiality agreement regarding Contracts covered by these general conditions, the provisions of such confidentiality agreement apply in lieu of the provisions of this article.

Art. 13 Intellectual property rights

1. The Other Party guarantees that when and/or upon delivering the agreed Performance, it shall not infringe any intellectual property rights of third parties. The Other Party indemnifies VSE against any third-party claims in this regard.
2. Drawings, specifications, designs, samples, information carriers and/or other resources produced or obtained by the Other Party on the instructions of VSE shall become the property of VSE as soon as they are produced or obtained.
3. The Other Party shall grant VSE a licence for its intellectual property rights pertaining to the Performance, or at least to the Performance of the Contract. Pursuant to this licence VSE is entitled to the application, use and reproduction for carrying out its business operations.
4. The Other Party shall assign to VSE any intellectual property rights relating to the Performance delivered solely on VSE's behalf.
5. If VSE makes items available to the Other Party for the Performance of the Contract, these items shall remain the property of VSE. The Other Party must hold these items for VSE, clearly marked as the property of VSE, and at VSE's request issue a declaration of ownership on VSE's behalf.

Art. 14 Engaging third parties

1. The Other Party may not assign its rights under the Contract to third parties or have them exercised by third parties, except with the prior written consent of VSE.

2. The Other Party fully guarantees to VSE the Performance of the subcontractors and/or other third parties engaged by it. The Other Party in particular guarantees that these subcontractors and/or other third parties shall fully comply with all the provisions in these general purchase conditions as well as any other obligations under the Contract.

Art. 15 Performance of Work

In the Performance of the Contract the Other Party shall act as an independent contracting party. At no time shall the Other Party, its Personnel or any subcontractors be regarded as employees of VSE. If, notwithstanding the provision in the preceding sentence, VSE is liable for third parties engaged by the Other Party, the latter shall fully indemnify and/or compensate VSE.

Art. 16 Applicable law

1. Dutch law only is applicable to all Contracts of VSE, as well as their Performance. The Vienna Sales Convention is explicitly excluded. Other international regulations that may be applicable to the Contract are also explicitly excluded, to the extent that this is permitted under the regulations in question.

Art. 17 Disputes

1. All disputes of either a factual or legal nature, including those which are deemed as such by just one party, which arise from or are connected with a Contract to which these terms apply or the relevant terms themselves and their construction or implementation, shall be settled by the competent civil court in Utrecht.
2. The parties shall only submit a dispute for litigation after having made every attempt to settle it by mutual consultation.
3. VSE is nevertheless entitled to have a dispute settled by arbitration or mediation.

Art. 18 Alteration and interpretation of these terms

1. When interpreting the content and purport of these general terms, the Dutch text shall always prevail.
2. The most recently filed version of these terms, or the version of the terms that applied when the Contract was formed, shall always apply.