

### **Article 1: Definitions**

The following definitions apply to these general terms and conditions of sale and delivery:

**Agreement** means any agreement and/or (legal) undertaking between eLstar and the Purchaser in connection with the purchase of Products by the Purchaser from eLstar, as well as any other orders given to eLstar by the Purchaser.

**eLstar** means eLstar Dynamics B.V., a private limited liability company having its registered seat in Eindhoven (the Netherlands) and its business office at Achtseweg Zuid 153 V, 5651 GW Eindhoven (the Netherlands), registered in the Dutch Chamber of Commerce under number 74821253 and/or its affiliated companies.

**General Terms and Conditions** means these general terms and conditions of sale and delivery.

**Products** means all goods and services offered by eLstar (in whatever form and howsoever) which eLstar performs for or on behalf of the Purchaser.

**Purchaser** means a purchaser or buyer who enters into or wishes to enter into an Agreement with eLstar, or for whom eLstar makes an offer or performs a delivery of Products.

### **Article 2: Applicability**

1. These General Terms and Conditions apply to all eLstar's offers and quotations, to any Agreement and to all (legal) acts between eLstar and the Purchaser.
2. The applicability of any general terms and conditions of the Purchaser is expressly excluded, unless expressly agreed in writing by eLstar.
3. Deviations from or additions to these General Terms and Conditions shall only be valid if expressly agreed in writing.
4. If the content of the Agreement differs from the content of these General Terms and Conditions, the content of the Agreement shall prevail.
5. These General Terms and Conditions also apply on behalf of any person employed by eLstar, any person engaged by eLstar, and any person for whose acts or omissions eLstar is or may be liable.
6. Should any provision in these General Terms and Conditions be void or otherwise unenforceable, this shall not affect the validity of the remaining provisions of these General Terms and Conditions and and/or the Agreement between eLstar and the Purchaser, and eLstar and Purchaser shall consult to agree on a new provision to replace the void/annulled or unenforceable provision, with the parties observing as far as possible the purpose and intent of the void/annulled or unenforceable provision.
7. eLstar is entitled to unilaterally amend these General Terms and Conditions. In the event of an amendment to the General Terms and Conditions, eLstar shall notify Purchaser accordingly in writing. Purchaser agrees to these changes in advance, so that the amended General Terms will apply to all Products provided by eLstar after notification of the amended General Terms and Conditions.

### **Article 3: Offer; conclusion of the Agreement**

1. Offers and quotations are at all times without non-binding obligation, unless explicitly stated otherwise in the offer. If the offer is not accepted within the period for acceptance (period of validity of the offer), the offer as contained in the offer is considered rejected and eLstar is entitled to change the conditions and price as contained in the offer.
2. An offer, even if irrevocable, can at any time be withdrawn by eLstar if the withdrawal reaches the Purchaser before or at the same time as acceptance of the offer.
3. Agreements, however named, shall not come into effect until eLstar expressly accepted/confirmed in writing the order or instruction, whereby eLstar is legally represented by an authorized representative, or after eLstar has commenced execution of that order or instruction.

4. The Purchaser guarantees the accuracy, completeness and reliability of the information provided by the Purchaser. eLstar may rely on the correctness and completeness of this information and will base its offer on this information.
5. An acceptance that differs in any way from the offer or quotation shall be deemed as a new offer and as a rejection of the original.
6. Descriptions and images of eLstar's Products, price lists, brochures, quotations and other information concerning eLstar's Products are as accurate as possible, but without obligation, unless the offer expressly states otherwise. Any specifications or samples demonstrated or made available shall be no more than indications of the Products concerned.

### **Article 4: Obligations of eLstar**

1. eLstar's activities consist of the supply of [XXX]. The Agreement sets out in more detail which specific Products will be delivered by eLstar to Purchaser.
2. eLstar is under the obligation to deliver the Products in accordance with the Agreement and these General Terms and Conditions, all in accordance with good practice in the relevant industry and using at least reasonable efforts on eLstar's part.

### **Article 5: Obligations of the Purchaser**

1. Purchaser must provide eLstar, free of charge, with all information required by eLstar to properly carry out its services, on time and in full, and in the manner desired by eLstar. eLstar cannot be obliged to commence performance of the Agreement until it has received all necessary information from Purchaser. Purchaser is obliged to inform eLstar immediately in writing of facts and circumstances that may be of relevance in connection with the performance of the Agreement.
2. Purchaser guarantees the correctness, completeness and reliability of the data and documents made available to eLstar, also if these are from third parties, and declares to have lawful access to them.
3. Purchaser will ensure that, where necessary in relation to the performance of the Agreement, eLstar has free access to sites, buildings or other locations where services must be provided and that these are in the proper condition to enable eLstar to carry out its activities.
4. The Purchaser shall ensure that all permits, exemptions, decisions or permissions required for the execution of the services are obtained.
5. The Purchaser is responsible for ensuring, at its own expense, that the facilities required for the construction, installation, completion, use and dismantling of the Products, including utilities and facilities, are available in a timely manner.
6. The Purchaser indemnifies eLstar for all damages and costs, including loss of turnover and profit as a result of non-performance, late performance or incomplete performance of the Agreement as a result of or in connection with non-compliance with the provisions in this Article.

### **Article 6: Prices**

1. The prices specified in the offer are exclusive of any turnover tax, packaging costs, import and export duties, other government levies imposed by Dutch or foreign governments and any transport and/or packaging costs, unless explicitly stated otherwise.
2. The prices indicated in the Agreement or price list are based on the price-determining factors applicable at the time of the order and shall be invoiced to the Purchaser in accordance with the most recent price offer at the time of the order. eLstar reserves the right to increase the agreed prices after conclusion of the Agreement but in any case prior to delivery, if prices and/or rates of price-determining factors, including but not limited to the increase of energy prices, wages, prices of (raw) materials, differences in exchange rates, import duties, taxes, levies and insurance rates increase, regardless of cause.
3. eLstar will inform Purchaser in writing in a timely manner if, and insofar as it wishes to exercise the right referred to above to regarding the intention to make price changes.
4. Unless expressly agreed otherwise, all prices shall be quoted in Euros. Any resulting currency loss shall be entirely at the expense of the Purchaser.
5. eLstar is entitled to demand security from Purchaser for the fulfilment of its (payment) obligations. At eLstar's first request, Purchaser is obliged to provide sufficient security for the fulfilment of its obligations. eLstar is not obliged to pay interest on any security provided.

#### **Article 7: Payment**

1. eLStar's invoices must be paid in Euros (€), in principle upon delivery of the Products but at least within the term of payment stated on the invoice – and if no term of payment is stated on the invoice, within **fourteen (14) days of the invoice date** – without any right to discount, deduction or set-off, also in the event of bankruptcy, at eLStar's office or by transfer the payment to a bank account designated by eLStar. The value date indicated on the bank statement shall be deemed to be the date of payment.
2. Purchaser is not entitled to suspend its payment commitments.
3. eLStar – at its sole discretion – shall at all times be entitled to demand full or partial advanced payment for the agreed estimate price.
4. Invoices are deemed to be accepted and approved by the Purchaser if eLStar has not received an objection to them by registered letter **within five days after the invoice date**. Any disagreement regarding the correctness and/or objection to an invoice shall not suspend the Purchaser's payment obligation
5. The Purchaser has the duty to immediately report inaccuracies in payment information provided or stated to eLStar.
6. If the Purchaser fails to pay within the due date specified in this Article 7, the Purchaser shall be in default by operation of law without further notice of default from eLStar being required. As from that moment, eLStar shall also be entitled to:
  - (a) compensation of the statutory commercial interest due from the day of default until and including the day on which full payment is received by eLStar; and
  - (b) all extrajudicial and judicial (collection) costs, internal and external, including interest thereon, which eLStar has actually had to incur - as plaintiff or defendant.

#### **Article 8: Delivery; transfer of risk**

1. Delivery takes place "Ex Works" (Incoterms 2020) or at such place and time as indicated in the accepted offer or confirmed by eLStar by e-mail. The delivery time is an estimate set by eLStar and is provided for reference only. The Purchaser shall not be entitled to any compensation in the event a time schedule in the offer is exceeded by eLStar, unless this has been agreed in writing. Agreed-upon deadlines are not final deadlines, unless this has been agreed in writing.
2. The mere exceeding of the agreed delivery period by eLStar shall not result in default or breach of contract, any liability to the Purchaser and shall not authorize the Purchaser to terminate (*ontbinden*) the Agreement.
3. Unless expressly agreed otherwise, eLStar has the right to deliver the Products in phases, whereby each partial delivery is in such case invoiced separately. The costs for phased delivery are in any case for the account of Purchaser.
4. Purchaser shall be obliged to take receipt of the Products it has ordered (on first demand of eLStar) within 5 days of the date of the order confirmation. If Purchaser does not take receipt of the Products, or does not do so on time or at the agreed location, because Purchaser does not provide the necessary cooperation or because another impediment arises on its part, Purchaser shall be in default by operation of law and eLStar shall be entitled to transport and store the Products at the risk and expense of Purchaser from the place where and from the time when delivery should take place to a location to be determined by eLStar. Purchaser must then pay compensation for lost profit and all costs incurred in this respect.
5. If the Products are not accepted by Purchaser within two months of the demand for delivery, eLStar is entitled to terminate the Agreement under which delivery takes place without judicial intervention and to sell or take back the Products to be delivered. eLStar shall then be entitled to pass on to Purchaser any costs incurred (including storage, transport and insurance costs) as well as any loss of turnover and profit suffered by eLStar.
6. The risk of the purchased Products, including but not limited to the loss, damage or total or partial destruction of the Products, shall be borne by the Purchaser in accordance with the applicable Incoterm.
7. In the event of additionally ordered Products, the delivery time and/or the execution period shall be extended by the time required to supply (or arrange for the supply of) the additional Products.
8. The costs related to the (subsequent) delivery of Products, which in any case also include the costs of transport, insurance, obtaining the necessary documents and permits, packaging, and hoisting, loading

and unloading activities shall be at the expense and risk of Purchaser.

#### **Article 9: Reclamation**

1. Upon delivery, Purchaser shall be obliged to immediately examine whether the Product delivered is in conformity with the Agreement.
2. Purchaser must submit any complaints to eLStar in writing within the following periods:
  - a. Complaints about incorrect or incomplete execution of an order: **within eight (8) business days after delivery**;
  - b. Complaints concerning an externally visible defect in Products delivered: immediately after delivery by means of a written notification with photographs included;
  - c. Complaints concerning a non-externally visible defect in Products delivered: within fourteen calendar days after delivery by means of written notification with photographs included.
3. If Purchaser fails to observe the complaint period, the Purchaser is deemed to have accepted the Products delivered and any claim of Purchaser against eLStar regarding defects in the Products delivered lapses, subject to the regarding warranties.
4. Lodging a complaint never releases Purchaser from his payment obligations.
5. If, in eLStar's opinion, a complaint of the Purchaser is justified, eLStar is only obliged to deliver what is missing or to repair or replace the defective Products in exchange for the return of the items involved, at eLStar's sole discretion. In the event of repair or replacement, all other costs associated with installation, including labor costs or other costs relating to the repair or replacement, are at Purchaser's risk and expense, unless explicitly stated otherwise in writing by eLStar.
6. Purchaser may only return defective Products if eLStar has expressly agreed to this in writing and if the defective Products are still in their original packaging. Purchaser is obliged to follow eLStar's instructions regarding the storage or return of the Products. These returns are fully at the risk and expense of Purchaser.

#### **Article 10: Retention of title**

1. As security for the correct and full performance of Purchaser's obligations, the delivered Products remain eLStar's property until such time as Purchaser has paid all amounts, including interest and costs, due to eLStar under the Agreement or otherwise.
2. If eLStar has claims on Purchaser in respect of which a retention of title has been granted as well as claims on Purchaser in respect of which no retention of title has been granted, any payment made by Purchaser will first serve to settle the claim in respect of which no retention of title has been granted.
3. As long as the ownership of the Products delivered has not been transferred to Purchaser, the Purchaser shall not be allowed to transfer the ownership of the goods delivered or to encumber or alienate them under any title whatsoever.
4. As long as ownership of the delivered Products has not passed to Purchaser, he is obliged to keep the delivered Products on his behalf with due care and as eLStar's recognizable property, and to insure them against damage and theft. Any brands or signs placed in, on or to the delivered Products must remain visible to everyone.
5. Within the normal course of its business, the Purchaser may make use and dispose of (but not encumber) the goods delivered by eLStar provided that the Purchaser notifies the transferee of the retention of title.
6. In case of a confusion (*vermenging*) of Products that are subject to a retention of title, Article 6:161 (3) of the Dutch Civil Code shall apply.
7. eLStar has the right, without any notice of default or judicial intervention, to take back and store the goods delivered under retention of title at the expense of and with full cooperation of Purchaser if the reasonable expectation exists that:
  - a. Purchaser fails to fulfil his obligations under the Agreement or on any other grounds, for instance in the event of late payment;
  - b. a third party seizes any property or assets of Purchaser;
  - c. Purchaser is granted a moratorium on payment;
  - d. the bankruptcy of Purchaser is applied for or declared; or
  - e. Purchaser makes a payment arrangement with one or more of its creditors.

#### **Article 11: Warranty**

1. eLStar shall deliver Products of which the description meets the requirements stipulated in the Agreement. Unless eLStar and Purchaser have agreed otherwise in writing, the Products are not fit for

- a particular purpose and do not possess special qualities, and eLstar shall not be liable for any lack of conformity of the Products. eLstar guarantees that all Products meet the requirements set out in the Agreement, all in conformity with good practice standards in the relevant industry and using at least reasonable efforts by eLstar. eLstar warrants to exercise the degree of skill and care that might reasonably be expected of a reputable, competent and reasonably experienced party engaged in such activities.
- In the event that eLstar supplies goods that it has obtained from third-party suppliers, the warranty claims of Purchaser are limited to the warranty that the third-party supplier of the Products has provided to eLstar.
  - Without prejudice to the provisions in this Article 11.; in any event the warranty does not cover defects and Purchaser cannot make a claim under the warranty for defects that occur in, or are wholly or partially the result of:
    - Failure by the Purchaser to comply with operating and maintenance instructions;
    - misuse of the Products or use of the Products other than for its intended normal use;
    - normal wear and tear;
    - exposure of the Products to abnormal conditions or otherwise carelessly treated;
    - assembly, adjustment, installation and/or repair of the goods by Purchaser and/or third parties;
    - treating the Products contrary to the instructions of eLstar
    - the application by eLstar of any government regulation regarding the nature and quality of materials used;
    - items, materials and/or methods applied or provided for processing at the request of Purchaser.
    - Products of which the brand name, type and/or serial number have been changed or made illegible other than changes made or caused by eLstar;
    - the failure by Purchaser to report a fault to eLstar in a timely manner.
  - eLstar shall - at its sole discretion - repair or replace the defective Products that fall within the scope of the warranty in exchange for the return of the Products concerned, or give a price reduction or send a credit invoice. Purchaser must make the Products available to eLstar on first demand, with Purchaser paying the freight costs in advance. The costs of return shipments are at the expense and risk of Purchaser.
  - All performances and obligations of eLstar and any dates or deadlines are subject to correct and timely delivery, fulfilment and performance of obligations and cooperation actions by the Purchaser.
  - Any warranty, including but not limited to statutory warranty, warranty under the Agreement and warranty under these General Terms and Conditions, will lapse if Purchaser fails to fulfil its obligations under the Agreement and/or these General Terms and Conditions.
  - Invoking a warranty provision will not release the Purchaser from its obligations under the Agreement and/or these General Terms and Conditions.
  - Except if expressly and explicitly set out in these General Terms and Conditions and/or the Agreement, eLstar makes no warranty, express or implied, of any kind, including but not limited to any warranty as to merchantability or fitness for a particular purpose, a warranty against infringement of intellectual property rights of a third party, whether express or implied by statute (conformity), course of dealing, course of execution, trade usage or otherwise. Purchaser confirms that, upon entering into the Agreement, it has not relied on any warranty by eLstar other than the warranty expressly set out in the Agreement and/or these General Terms and Conditions and Purchaser has taken the absence of any warranties into account when entering into the Agreement.

**Article 12: Liability for damages**

- eLstar is only liable to Purchaser if Purchaser demonstrates that it has suffered damage as a result of a material error by eLstar which would have been avoided if all due care had been exercised and only for the direct damage that are the direct and immediately incurred consequence of that material error, except in the event of willful misconduct or gross negligence on the part of eLstar.

- eLstar shall in no event be liable for any indirect damages, including but not limited to, loss of profit, loss of goodwill, loss of relationships arising from any delay, loss of data, missed savings, damage due to business interruption, damage caused by willful misconduct or gross negligence of auxiliary staff, etc., however named and incurred by whomever.
- If, despite the provisions in this article, eLstar is held liable by Purchaser for damages suffered by Purchaser, such liability is in all cases limited to the amount that is paid by eLstar's insurer in respect of the event in question.
- eLstar is not liable for defects that are wholly or partly the result of a method of processing prescribed by Purchaser, or of a construction or manufacture prescribed by Purchaser or wholly or partly caused by a supplier, consultant, subcontractor or assistant prescribed by Purchaser. For example a consultant, subcontractor or auxiliary person prescribed by Purchaser. eLstar is also not liable for damage caused by willful misconduct or gross negligence on the part of the end user or whoever has access to the Products.
- eLstar may always set off an obligation to pay damages against any unpaid invoices and the interest and costs arising thereof.
- Purchaser indemnifies eLstar against any and all claims by third parties for compensation of damages or otherwise, which are directly or indirectly, related to the execution of the Agreement between eLstar and Purchaser.
- The limitation of liability applies also with respect to employees of eLstar and third parties engaged by eLstar to perform activities under the Agreement.
- If, despite the provisions of this Article 12.; eLstar is held liable at law for damage suffered by Purchaser, such liability is in all cases, on any grounds whatsoever, limited to the amount that eLstar has actually received from Purchaser for the Products concerned.
- Claims for damages shall **lapse one year** after the day Purchaser became aware of the damage and eLstar's possible liability for this damage.

**Article 13: Intellectual property**

- eLstar is the sole and exclusive owner with regard to all claims to present and future intellectual property rights in relation to its services and Products, all data, designs, working methods, presentations, advice, software, files, models, documents, including but not limited to offers, quotations, explanations, questionnaires and protocols (the Intellectual Property Rights) developed and/or made available (under the Agreement and/or at the request of Purchaser). The Intellectual Property Rights include, but are not limited to, patents, reproduction rights, utility models, supplementary protection certificates, (registered) trademarks and service marks, design rights, trade names, trade secrets, service names, corporate names, business methods, copyrights, licences, patents, patent rights, models, formulas, designs or any other industrial property rights, including, but not limited to, the know-how (whether related to the above items or not) (including pending applications or registrations for any of the above items), and all improvements, enhancements, modifications or derivatives thereto, rights in the form of copyrights, geographical indications, rental rights, lending rights, moral rights, database rights and domain names that are used and/or arise during the Agreement.
- Without the prior written consent of eLstar, it strictly and expressly forbidden for the Purchaser to make any Intellectual Property Rights available to a third party, manufacture, reverse engineer, reproduce, disclose, exploit, publish or replicate/duplicate the Products in whole or in part.
- In the event that a third party infringes eLstar's Intellectual Property Rights, Purchaser shall immediately inform eLstar in writing. At eLstar's first request, Purchaser shall provide all documentation and information relating to the Intellectual Property Rights and provide all cooperation requested. Purchaser is not obliged to indemnify eLstar in connection with claims relating to the Intellectual Property Rights.
- The Agreement and/or these General Terms and Conditions do not include any transfer of the intellectual property rights as part of the delivery of the Products to the Purchaser.

**Article 14: Confidentiality**

- All information provided to the Purchaser by or on behalf of eLstar (including but not limited to offers, quotations and know-how, including the contents of the Agreement) of any nature and form is confidential and shall not be used by the Purchaser for any purpose other than to perform the obligations under the Agreement.

2. In addition, the Purchaser is also obliged to keep secret all confidential information - both verbal and written - concerning the Agreement, any offer of eLstar and the services, including but not limited to the (content of the) proposals, quotations or other written expressions which have come to its knowledge under the Agreement and the carried out activities, insofar as these data have been provided in confidence or have a clearly confidential nature, and not to disclose or allow to be disclosed, either as a whole or in parts, in the broadest meaning of the word, and to keep secret all other information obtained by the Purchaser under the Agreement or otherwise through eLstar which the Purchaser knows or should know must be treated confidential.
3. Confidential information in any event includes:
  - a. the conclusion of the Agreement, any offer, the services and their content;
  - b. information developed or created in the framework of the cooperation;
  - c. information which is secret in the sense that it is not, as a whole or in the precise configuration and order of its components, generally known or readily accessible to those within the circles normally dealing with such information;
  - d. information that has commercial value because it is secret; and
  - e. information which has been subject to reasonable measures, having regard to the circumstances, to maintain its secrecy by the person lawfully in possession thereof.
4. The obtaining of confidential information by means of the following shall not be regarded as unlawful obtaining of confidential information:
  - a. independent discovery or independent design;
  - b. observation, examination, disassembly or testing of a product or object which has been made available to the public or which is lawfully in the possession of the person acquiring the information and is not bound by a legal obligation to limit the acquisition of the confidential information;
  - c. exercising the right of employees or their representatives to information and consultation in accordance with European Union law or with provisions laid down by law or in accordance with national practice; or
  - d. any other practice which, in the circumstances, is consistent with fair trade; and
  - e. obtaining, using or disclosing which is required or permitted under European Union law or provisions laid down by or according to law.
5. All information provided within the meaning of this Article 14:, as well as all other information Purchaser may obtain from cooperation with eLstar, remains the property of eLstar and may not be published, copied, reproduced or made available to third parties without eLstar's prior written consent.

**Article 15: Force majeure**

1. eLstar shall not be liable or responsible to Purchaser, nor shall eLstar be deemed to be in default or in breach of any provision under the Agreement and/or these General Terms and Conditions for any failure or delay in performing any term of the Agreement and/or these General Terms and Conditions, if such failure or delay is caused by, or results from, acts or circumstances that are unforeseeable and beyond eLstar's reasonable control (**Force Majeure**).
2. Force majeure shall be deemed to consist of all those circumstances that prevent eLstar from performing the Agreement or any part thereof, or make it impossible or unreasonably burdensome to do so, if such circumstances occur beyond eLstar's reasonable control, including but not limited to, (internet) failure, fire, power outage flooding, acts of god, strikes, labor unrest, illness of personnel, war (whether declared or not), terrorism, embargoes, blockades, legal restrictions, riots, government measures in the broadest sense relating to the provision of the Products, cybercrime, delay in the provision of products/data or services by suppliers or agents.
3. In the event of Force Majeure, eLstar will inform Purchaser immediately after the circumstance resulting in force majeure has occurred, stating the nature of the Force Majeure, the date on which the Force Majeure commences or has commenced and if possible the expected duration.

4. eLstar is able to suspend the performance of its obligations if, as a result of Force Majeure, it is temporarily unable to fulfil their obligations towards the Purchaser.
5. If Force Majeure occurs and the performance of the Agreement is or becomes permanently impossible or if a temporary situation caused by Force Majeure lasts longer than 3 months, eLstar shall have the right to terminate the Agreement in whole or in part, with immediate effect. In such cases, the Purchaser shall have the right to terminate the Agreement with immediate effect, but only in respect of that part of the obligations which have not yet been fulfilled by eLstar.

**Article 16: Privacy and data protection**

1. eLstar observes due care in handling (personal) data in accordance with the laws and legislations that apply, such as but not limited to the General Data Protection Regulation. For information about the processing of your personal data, please consult our Privacy Statement on the Website [[WEBSITE ELSTAR PRIVACY STATEMENT](#)].
2. eLstar collects and processes information on the Purchaser and its officers, employees, contacts or representatives (personal data) in connection with the management of eLstar's relationship with the Purchaser and the performance of the Agreement. The Purchaser agrees to the processing of the personal data by eLstar for these purposes. The Purchaser also agrees that eLstar may disclose personal data to its suppliers or third parties if this is necessary in the context of the aforementioned purposes. In connection with the provisions of this clause, Purchaser shall indemnify eLstar and hold eLstar harmless for any claims of third parties (including any claims by the above-mentioned officers, employees, relations or representatives and/or regulators and authorities).

**Article 17: Assignment of rights or obligations**

3. eLstar has the right to assign or secure any rights or obligations under any of the articles of these General Terms and Conditions or the underlying Agreement(s) without the prior written consent of the Purchaser.
4. The Purchaser shall not have the right to assign or secure any rights or obligations under any of the articles of these General Terms and Conditions or the underlying Agreement(s) without the prior written consent of eLstar, as defined in article 3:83 paragraph 2 DCC.

**Article 18: Suspension; termination**

1. eLstar is entitled to terminate the Agreement with immediate effect if eLstar, to its own discretion, reasonably believes that it cannot carry out the order in accordance with the instructions given by Purchaser and Purchaser nonetheless maintains to those instructions, or if eLstar reasonably believes that the Agreement can no longer be performed in accordance with the original arrangements and the Purchaser nonetheless maintains to those arrangements, or for any other compelling reasons, without eLstar being obliged to pay any penalty or compensation.
2. In the event of termination under this Article 18:, eLstar shall be entitled to claim compensation for:
  - a. the expenses already incurred;
  - b. the Products;
  - c. the expenses that eLstar will have to incur in the 6 months following termination, including but not limited to the costs of certain spaces or services of third parties et cetera, which eLstar could not reasonably have prevented in full or could not have cancelled free of charge.
3. Without prejudice to any other rights eLstar may have (including performance and/or compensation and/or reimbursement of wages/expenses), eLstar shall be entitled to fully or partially terminate the Agreement or to suspend its obligations under the Agreement or any other agreement with Purchaser, with immediate effect and without court intervention, if:
  - a. Purchaser violates any provision of the Agreement and/or these General Terms and Conditions and the Purchaser does not remedy this violation within 14 days after a written notice of eLstar;
  - b. Purchaser applies for a moratorium or is granted a (temporary) moratorium;
  - c. The bankruptcy of Purchaser has been filed or the court has declared Purchaser's bankruptcy;
  - d. The business of Purchaser is liquidated;
  - e. Purchaser offers a settlement to its creditors;

**GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY**  
**ELSTAR DYNAMICS B.V.**  
December 2024

- f. A prejudgment or execution attachment is levied on a substantial part of the business assets of Purchaser; or
  - g. There is a change of control in the Purchaser.
  - h. There is a change of control in the Management of the Purchaser.
4. If the Agreement is terminated on the basis of this Article 18:, any claim of eLstar against Purchaser shall be immediately due and payable and eLstar shall be entitled to compensation for all direct, indirect and consequential damage, including loss of profit, without prejudice to other legal rights to which it is entitled and its other rights under the Agreement and these General Conditions, without eLstar being obliged to pay any compensation or performance.

**Article 19:            Applicable law and jurisdiction**

1. These General Terms and Conditions and all offers and Agreements between eLstar and the Purchaser and any non-contractual obligations arising out of or in connection with it are governed by Dutch law. The parties hereby expressly exclude the applicability of the United Nations Convention on the International Sale of Goods (CISG).
2. The Court of Amsterdam, the Netherlands has exclusive jurisdiction to settle any dispute arising out of or in connection with these General Terms and Conditions, any offer or any Agreement or any non-contractual obligation in connection therewith.

**Article 20:            Miscellaneous**

1. Unless expressly stipulated otherwise in the Agreement, eLstar's rights under the Agreement are in addition to, and without prejudice to, the other rights available to eLstar under applicable law or regulations.
2. A waiver by eLstar may only be effected by written notification to that effect. If eLstar does not exercise or delays exercising any of its rights under the Agreement, this cannot be regarded as a waiver of that right, or of any other right under the Agreement.
3. Purchaser is not entitled to transfer, encumber or otherwise dispose of any rights arising from the Agreement in whole or in part. This clause is a clause as referred to in Section 3:83(2) of the Dutch Civil Code.