

N.V. NEDERLANDSCHE APPARATENFABRIEK "NEDAP" GENERAL CONDITIONS OF PURCHASE

1. DEFINITIONS

The following terms shall have the indicated definitions:

"Affiliates" means any and all entities with respect to which now or hereafter Nedap or Supplier directly or indirectly holds 50% or more of the nominal value of issued share capital or 50% or more of the voting power at general meetings or has the power to appoint a majority of directors or otherwise to direct the activities of such entity;

"Agreement" means the agreement as described in section 2.1;

"Goods" means tangible and intangible goods, including software and related documentation and packaging. Reference to Goods shall, where appropriate, be deemed to include Services;

"Nedap" means N.V. Nederlandsche Apparatenfabriek "Nedap" identified as such in the Purchase Order and where applicable includes its Affiliates;

"Purchase Order" means the order form to which these Terms and Conditions are attached under which Nedap wishes to purchase the Goods and/or Services from Supplier;

"Services" means the services to be performed by Supplier to Nedap under the Agreement;

"Supplier" means each person or entity entering into the Agreement.

"Terms and Conditions" means the terms and conditions of purchase contained in this document.

2. ACCEPTANCE

2.1 These General Conditions of Purchase together with the relevant Purchase Order issued by Nedap constitute the sole and entire agreement between the parties thereto. It shall be binding upon the parties upon the earlier of receipt of Supplier's acceptance or commencement of Supplier's performance thereof. A Purchase Order will be deemed accepted when not rejected by Supplier within three (3) working days from receipt of such Purchase Order.

2.2 No terms or conditions contained in Supplier's acknowledgment or other communication, nor any variation to the Agreement shall bind Nedap unless agreed by it in writing.

3. TIME OF THE ESSENCE

Time is of the essence and all dates referred to in the Agreement shall be firm. In the event Supplier anticipates any difficulty in complying with any delivery date or any of its other obligations under the Agreement it shall promptly notify Nedap in writing.

4. DELIVERY OF GOODS

4.1 Unless otherwise specified in the Purchase Order, the Goods shall be delivered DDP (named port or place of destination) final destination determined by Nedap.

4.2 Any trade term in the Purchase Order shall have the meaning given to it by the Incoterms 2010.

4.3 The date for delivery shall be specified in the Purchase Order, or, if no such date is specified, delivery shall take place within 28 calendar days upon submission of the Purchase Order. For this purpose, notwithstanding section 4.1, the date of actual delivery shall be the date on which Nedap takes possession of the Goods.

4.4 Delivery shall be completed as per the applicable Incoterm, however this shall not constitute acceptance of the Goods.

4.5 Supplier shall, concurrently with the delivery of the Goods, provide Nedap with copies of all applicable licenses. Each delivery of Goods to Nedap shall include a packing list which contains at least (i) the applicable order number, (ii) the quantity and quantity unit of measure shipped, and (iii) the date of shipment.

4.6 Supplier shall make no partial delivery or delivery prior to the agreed delivery date(s). Nedap reserves the right to refuse delivery of the Goods and return same at Supplier's risk and expense if Supplier defaults in the manner and time of delivery or

in the rate of shipment. Nedap shall not be liable for any costs incurred by Supplier related to production, installation, assembly or any other work related to the Goods prior to delivery in accordance with the Agreement.

4.7 If the Goods are delivered in excess of the agreed quantities, Nedap shall not be bound to pay for the excess and any excess will be and remain at Supplier's risk and to be returnable at Supplier's expense.

4.8 All packing and packaging material shall be deemed non-returnable unless clearly stated otherwise in the Purchase Order and any such packing material will only be returned at Supplier's cost.

4.9 Unless provided otherwise in the Purchase Order, title to the Goods shall pass to Nedap at the time risk is transferred to Nedap pursuant to the applicable Incoterm.

5. CHANGES TO GOODS

Supplier shall not, without prior written consent of Nedap, make any changes affecting the Goods, including but not limited to process or design changes, changes to manufacturing processes (including geographic location), environmental compatibility, reliability or quality of the Goods or changes which could have significant impact upon Nedap's quality system.

6. INSPECTION AND TESTING

6.1 The Goods may be subject to testing before, during and after manufacture. Nedap will have access at all reasonable times to the premises of Supplier and its subcontractors to inspect and test the Goods. Supplier shall provide reasonable facilities and assistance for the safety and convenience of Nedap's inspection personnel.

6.2 Nedap is entitled to reject all or any portion of the Goods which in Nedap's reasonable opinion is defective or inferior in quality or material, workmanship or design. Section 11 shall apply. Supplier, at its expense, shall immediately replace the rejected Goods to meet the agreed requirements.

6.3. No inspection or test made or witnessed and no release note or other certificate by Nedap will relieve Supplier of its obligation to deliver the Goods in strict accordance with the requirements of the Agreement nor relieve Supplier of its liability in the event Supplier does not fulfill such obligation.

7. PERFORMANCE OF SERVICES

7.1 Supplier shall perform the Services with due skill and care, using the proper materials and employing sufficiently qualified staff.

7.2 Nedap may require that staff who, in Nedap's reasonable opinion, do not meet the above requirements be removed and replaced as soon as reasonably possible.

7.3 Supplier shall be liable for the acts and omissions of any and all of its third parties in connection with the Services.

7.4 If Nedap so desires, a person designated by Supplier as made known to Nedap will be present during the performance of the Services. Upon commencement, interruption or termination of the work, such person will report to Nedap who will assess whether Supplier has acted in conformity with the Agreement.

7.5 Supplier shall arrange for any permits or licenses which may be required in connection with the performance of the Services.

7.6 Supplier will bear the risk, including but not limited to theft and loss, of goods, ancillary materials and material used to perform the Services.

7.7 Only written confirmation by Nedap shall constitute acceptance of the Services performed.

8. PRICE AND PAYMENT

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8.1 Unless otherwise agreed in writing, prices quoted will be fixed and deemed to include any and all taxes, except any value added tax (VAT).

8.2 Any license fees shall be included in the price.

8.3 Subject to acceptance by Nedap of the Goods and/or Services and unless provided otherwise in the Purchase Order, payment shall be made as follows; (i) if the Nedap ordering entity is located in the EU, within sixty (60) days from receipt of an invoice meeting all applicable legal and fiscal requirements and containing the Nedap Purchase Order number; or (ii) if the Nedap ordering entity is located outside the EU, within sixty (60) days from the end of the month of receipt of an invoice in the appropriate form as described in section 8.3(i).

9. WARRANTY

9.1 Supplier represents and warrants to Nedap that the Goods (including but not limited to any repaired or replaced Goods and packaging materials) are (i) in conformity with the Agreement; (ii) of the best available design, quality, material and workmanship and without fault; (iii) free from any and all liens and encumbrances; and (iv) designed, manufactured and delivered, and the Services provided, in compliance with all applicable laws and regulations including but not limited to the laws and regulations on quality, environment, labor and health and safety of the countries in which Nedap will use and/or sell the Goods.

9.2 Acceptance of or payment for the Goods shall not constitute a waiver of warranties. Nedap's approval of any samples furnished for inspection or testing as per section 6 is to assist Supplier and does not relieve Supplier from its responsibility to deliver the Goods in conformity with the Agreement.

9.3 Without prejudice to any other rights under the Agreement or the law, the warranties set forth in section 9.1 shall subsist for a period of thirty-six (36) months from the date of delivery as per section 4.3 Any Goods repaired or replaced within such warranty term are warranted for the remainder of the original warranty term or twelve (12) months following the delivery date of such repaired or replaced Goods, whichever period is longer.

9.4 Supplier warrants that all components and spare parts of the delivered Goods (including any software) will be available during the technical life of the delivered Goods and promptly dispatched to Nedap upon its request.

10. OPEN SOURCE SOFTWARE WARRANTY

Unless otherwise stated in the Agreement, Supplier represents and warrants that the Goods do not include any portion of any Open Source Software. As used herein, "Open Source Software" means (a) any software requiring as a condition of use, modification and/or distribution of such software, that such software: (i) be disclosed or distributed in source code form; (ii) be licensed for the purpose of making derivative works; (iii) may only be distributed free from enforceable intellectual property rights; and/or (b) any software which contains, is derived from, or statically or dynamically links to, any software specified under (a).

11. NON-CONFORMITY OF GOODS AND SERVICES

11.1 If any Goods or Services are defective or otherwise do not conform to the requirements of the Agreement, Nedap shall notify Supplier and may, without prejudice to any other right or remedy available to it under the Agreement or at law, at its sole discretion: (i) claim a full refund of the price paid to Supplier; or (ii) require Supplier promptly to remedy the non-conformance or to replace the nonconforming Goods with Goods meeting the specifications.

11.2 Supplier shall bear all cost of repair, replacement and transportation of the nonconforming Goods and shall reimburse Nedap in respect of all costs and expenses (including, without

limitation, inspection, handling and storage costs) reasonably incurred by Nedap in connection therewith.

11.3 Risk in relation to the nonconforming Goods shall pass to Supplier upon the date of notification thereof.

12. OWNERSHIP AND INTELLECTUAL PROPERTY

12.1 All materials, (test)equipment, (test)tools, moulds, copyright, design rights or any other property rights in all drawings, specifications and data furnished to Supplier by or for Nedap, or paid for by Nedap for the manufacture of the Goods or provision of Services shall at all times be and remain the exclusive property of Nedap and shall not be furnished to any third party without Nedap's prior written consent and all information with respect thereto shall be confidential and proprietary information of Nedap. In addition, any and all of the foregoing shall be used solely for the purpose of fulfilling orders from Nedap, shall be marked as owned by Nedap, where applicable, be held by Supplier in safe custody at Supplier's risk, maintained and kept in good condition until returned to Nedap and not be disposed of other than in accordance with Nedap's written instructions, nor be used otherwise than as authorized by Nedap in writing.

12.2 Supplier represents and warrants that the Goods and Services do not and shall not alone or in combination infringe or violate any patent, trademark, copyright, trade name, trade secret, license or other property right of any other party (including Supplier's employees and subcontractors) and that it holds all rights, title and interest to license to Nedap any intellectual property right (including patents, trademarks, copyrights, trade names, trade secret, licenses or other proprietary right) of every component of the Goods and/or Services provided to Nedap, as a whole or as integrated part of another Good/ Service, including but not limited to materials, (test)equipment, (test)tools, drawings, designs, software, demo's and moulds.

12.3 All rights in and titles to deliverables (including future deliverables) and other data, reports, works, inventions, know-how, software, improvements, designs, devices, apparatus, practices, processes, methods, drafts, prototypes, products and other work product or intermediar versions thereof produced or acquired by Supplier or its personnel under the Agreement shall become Nedap's property.

13. INDEMNIFICATION

Supplier shall indemnify and hold Nedap, its Affiliates, employees and anyone selling or using Nedap products harmless from and against all suits, actions, legal or administrative proceedings, claims, demands, damages, judgments, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind of nature (including but not limited to special, indirect, incidental or consequential damages), whether arising prior to or upon completion of the delivery of the Goods or performance of the Services under the Agreement, in any manner caused or claimed to be caused by the acts, omissions, faults, breach of any of the provisions of the Agreement or negligence of Supplier or of anyone acting under its direction, control or on its behalf, in connection with the Goods or Services furnished by Supplier to Nedap under the Agreement.

14. COMPLIANCE WITH LAWS

Supplier shall at all times comply with all laws, rules, regulations and ordinances applicable to the Agreement, including but not limited to those on fair labor, equal opportunity and environmental compliance. Supplier shall furnish Nedap any information required to enable Nedap to comply with any applicable laws, rules and regulations in its use of the Goods and Services.

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15. PERSONAL DATA

Where Supplier in the performance of the Agreement processes personal data (as defined by applicable law) of Nedap's employees, contractors or business partners, Supplier agrees and warrants it will comply with all applicable privacy and data protection law and regulations.

16. EXPORT & IMPORT CONTROL

Supplier agrees and warrants it will comply with all applicable (inter)national export and import control laws and regulations and it will not export or re-export, import or re-import directly or indirectly, any information, goods, software and/or technology to any country for which the European Union, the United States of America or any other country at the time of export or re-export, import or re-import requires a license or other governmental approval, without first obtaining such license or approval.

17. CUSTOMS COMPLIANCE

Supplier shall mark every Good (or the Good's container if there is no room on the Good itself) with the country of origin. Supplier shall, in marking the Goods, comply with the requirements of the authorities of the country of receipt. Supplier shall, upon Nedap's request, provide Nedap with documents required by the customs authorities of the country of receipt to prove importation.

18. LIMITATION OF LIABILITY

In no event shall Nedap be liable under any theory of liability for indirect, incidental, special, consequential or punitive damages including without limitation damages for lost profits or revenues, lost business opportunities, loss of image or lost data, even if Nedap has been advised of the possibility of such damages and in no event shall Nedap be liable to Supplier, its successors or assigns for damages in excess of the amount due to Supplier for complete performance under the Agreement, less any amount(s) already paid to Supplier by Nedap.

19. FORCE MAJEURE

In the event Supplier is prevented from performing any of its obligations under the Agreement due to force majeure (being an event unforeseeable and beyond control of Supplier) and Supplier has furnished Nedap with sufficient proof of existence of force majeure, performance of the obligation concerned shall be suspended for the duration of force majeure. Nedap shall be entitled to terminate the Agreement with immediate effect by written notice to Supplier. Supplier shall not be entitled to any form of compensation in relation to the termination. Force majeure on the part of Supplier shall in any event not include shortage of personnel or production materials or resources, strikes, not formally declared epidemic or pandemic, breach of contract by Supplier third parties, financial problems of Supplier, nor the inability of Supplier to obtain the necessary licenses in respect of software to be supplied or the necessary legal or administrative permits or authorizations in relation to the Goods and/or Services to be provided.

20. TERMINATION

20.1 Nedap may terminate all or any part of the Agreement at any time by giving notice to Supplier, in which event Supplier agrees to stop working immediately as to the terminated portion of the Agreement and protect and preserve property in its possession in which Nedap has an interest. In the event of termination without cause, Nedap's sole liability shall be the lesser of (i) a reasonable price for materials, components, work in progress and any finished units on hand; or (ii) the agreed price per finished unit, after giving effect to any discount Nedap would otherwise be entitled to. In the event of termination without cause of any

Services performed, Nedap's sole liability shall be the lesser of (i) a reasonable price for properly performed Services; or (ii) the agreed price for the Services. If any hourly or other time-based rate has been specified in the Agreement, such rate shall be used in determining a reasonable price.

20.2 Nedap may terminate all or any part of the Agreement at any time by giving notice to Supplier, in the event: (i) Supplier commits a breach of any of the terms and conditions of the Agreement or Nedap in its reasonable discretion determines Supplier cannot or will not deliver in accordance with the Agreement; or (ii) suspension of Supplier's business, insolvency of Supplier, institution of bankruptcy, reorganization, liquidation proceedings by or against Seller, the appointment of a trustee or receiver for Supplier's property or business or any assignments by Supplier for the benefit of creditors. Nedap shall not be liable to Supplier by virtue of such termination.

21. CONFIDENTIALITY

21.1 Supplier shall treat all information provided by or on behalf of Nedap or generated by Supplier for Nedap under the Agreement as confidential. Such information shall be used by Supplier only for the purpose of the Agreement. Supplier shall protect Nedap's information using no less than the same degree of care with which it treats its own confidential information and at all times shall use at least reasonable care. All such information shall remain property of Nedap and Supplier shall, upon Nedap's demand, at Nedap's discretion either promptly return to Nedap or destroy all such information and shall not retain any copy thereof.

21.2 The existence and the contents of the Agreement shall be treated as confidential by Supplier.

22. MISCELLANEOUS

22.1 Supplier shall maintain comprehensive or commercial general liability insurance (including product liability, property damage, personal injury liability and any other liability as may be requested by Nedap) with, unless otherwise agreed by Nedap, a minimum limit of ten million EURO (€10.000.000) for claims of bodily injury, including death, and any other damages which may arise from the use of Goods and/or Services or acts or omissions of Supplier under the Agreement. Such insurance shall not be cancelled or amended without thirty (30) days' prior written notice to Nedap and shall be with insurance companies satisfactory to Nedap. Certificates of insurance evidencing the required coverage and limits and insurance policies shall be furnished to Nedap upon Nedap's request.

22.2 Supplier shall provide Goods and Services hereunder as an independent contractor and not as an agent of Nedap and nothing contained in the Agreement is intended to create a partnership, joint venture or employment relationship between Nedap and Supplier.

22.3 Supplier shall not subcontract, transfer, pledge or assign any of its rights or obligations under the Agreement without prior written consent of Nedap. Any such pre-approved subcontracting, transfer, pledge or assignment shall not release Supplier from its obligations under the Agreement.

22.4 Supplier shall provide Nedap with written notice of all product discontinuances twelve (12) months prior to the last order date, including as a minimum part numbers, substitutions, and last order and shipments dates.

22.5 If any provision of the Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly invalid, unlawful or unenforceable it shall, to the extent permissible under applicable law, be substituted by a provision of similar import reflecting the original intent and the remaining provisions of the Agreement and the remainder of such provision shall continue in full force and effect.

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22.6 All terms and conditions of the Agreement destined, whether express or implied, to survive the termination or expiration of the Agreement, including but not limited to, Warranty, Ownership and Intellectual Property, Confidentiality and Personal Data, shall survive.

22.7 Neither failure nor delay by Nedap to enforce any provision of the Agreement shall constitute a waiver of such provision or the right of Nedap to enforce each and every provision of the Agreement.

22.8 The Agreement shall be governed by and construed in accordance with the laws of the country or state in which the Nedap ordering entity is located.

22.9 Supplier and Nedap each consents to the exclusive jurisdiction of the competent courts in (i) the country or state in which the Nedap ordering entity is located, or (ii), at the option of Nedap, the jurisdiction of the entity of Supplier to which the order was placed, or (iii), at the option of Nedap, for arbitration in which case section 22.10 applies. Supplier hereby waives all defenses of lack of personal jurisdiction and forum non-convenience.

22.10 If so chosen by Nedap in accordance with section 22.9, any dispute, controversy or claim arising out of or in connection with this Agreement shall be finally settled solely under the International Chamber of Commerce Rules of Arbitration. Supplier and Nedap agree that: (i) the appointing authority shall be the ICC Paris, France; (ii) there shall be three (3) arbitrators; (iii) arbitration shall take place in the jurisdiction of the Nedap ordering entity or, at the option of Nedap, the jurisdiction of the Supplier's entity having received the order; (iv) the language to be used in the arbitration proceedings shall be English; and (v) the material laws to be applied by the arbitrators shall be the laws as determined in section 22.8.

22.11 The United Nations Convention on Contracts for the International Sale of Goods (Vienna, 1980) (CISG) shall not apply to the Agreement.

Nedap General Conditions of Purchase
September 2015