

| | | | | |
|----------------------|----------------------------|-------------------------------|------------------------|------------------|
| Salesorder to | C.S. Employee | Customer service employee | Sales Order No. | TSO-000233 |
| Customer name | E-mail address | customerservice@tecnotion.com | Date | 25-1-2017 |
| Address 1 | Phone number | +31-546536300 | Your Order No. | Test |
| City,12345 | | | Your Reference | Your information |
| Verenigde Staten | Your Representative | Contact Name | | |

Delivery Address
Customer name
Address 1
City,12345
United States

| Line# | Current Item No. Previous Item No. | Rev. | Description | Quantity | Price each | Amount | Div. date |
|-------|---------------------------------------|------|---------------------|----------|------------|--------|-----------|
| 1 | 104303 4022 368 5075 | 4 | COILUNIT TM3 S FLEX | 1,00 pcs | Price | Price | 25-1-2017 |

| Balance | Discount | VAT | Total |
|---------|----------|------|-------------|
| Price | 0,00 | 0,00 | Total price |

Conditions

| | | | | |
|--------------------------|----------|-------------------------|------------------------|-----------------|
| Terms of Delivery | Ex Works | Rabobank Account | 36 88 92 166 | Currency |
| Terms of Payment | 30 days | IBAN | NL73 RABO 0368 8921 66 | |
| Mode of Delivery | | Swift-address | RABONL2U | |

Terms and Conditions of services and Sale

These General Terms and Conditions of Services and Sale shall apply to all offers made and all agreements concluded with Tecnotion b.v., hereinafter to be referred to as 'Tecnotion', for which Tecnotion is the supplier of services and/or goods. Any Terms and Conditions of Purchase of the other party (the 'Customer') and any deviations from these General Terms and Conditions of Services and Sale shall apply only if and insofar as Tecnotion has expressly accepted them in writing. Verbal commitments shall be binding upon Tecnotion only if and insofar as Tecnotion confirms them in writing.

1. Validity of quotation

All offers made by Tecnotion in any form shall be free of obligation, unless explicitly stated otherwise. Tecnotion shall be entitled to withdraw its offer within 5 working days after receipt of the acceptance of the offer. Tecnotion shall at any time be entitled to amend its services and alter the goods, specifications and instructions for use to improve them or to comply with applicable standards and governmental regulations. Illustrations, catalogues, printed information, colours, drawings, dimensions, statements of weight and measurements etc. made available by Tecnotion are only meant to present a general idea of the goods to which they refer; they are approximate only and not binding.

2. Prices

Unless otherwise agreed to in writing, services and goods will be charged in the agreed upon manner. If Tecnotion has agreed to perform services on a fixed price basis, Tecnotion is allowed to charge 'additional work' (meerwerk) in case it has performed more services than the services agreed upon. If Tecnotion has made a quote regarding the hours to be spent performing the services, that quote will be regarded as an estimate only. If Tecnotion has spent more hours than the hours quoted, Tecnotion will be allowed to charge those extra hours. All prices are exclusive of sales tax (VAT). With regard to the delivery of goods the prices are based on delivery Ex Works (Incoterms 1990). If, after the date the agreement was entered into, circumstances occur which give rise to price alterations for the services and/or the goods, such as - but not limited to - changes in raw material costs, increase in wages, alterations by legal authorities of charges, duties and/or taxes and/or levies regarding the services and/or goods to be supplied, Tecnotion shall have the right to increase or decrease its prices accordingly. Prices quoted shall apply to the quantities quoted only.

3. Payment

Unless the parties agree otherwise in writing, the services and/or the goods shall be paid within 30 days after the invoice date by transferring the amount due to the bank account indicated on the invoice. The day of payment shall be the date on which the amount due has been credited to the bank account. The Customer shall not be entitled to invoke any set off or any right of suspension. Upon expiration of the term of payment, the Customer shall be in default and, as of that date, it shall owe interest at a rate corresponding to the Dutch statutory interest rate plus 4%. If the Customer fails to meet any of its obligations, all extra-judicial costs reasonably incurred to obtain such payment shall be at the Customer's expense. Such costs shall in any event include the costs of collection agencies, process servers and attorneys. These costs shall amount to no less than 15 percent of the outstanding amount. If a court fully or substantially awards judgement against the Customer and its decision has become final, the Customer shall be under a duty to reimburse Tecnotion for all judicial costs incurred at trial and appellate levels, including any amounts not awarded by the court.

4. Retention of title

Tecnotion shall retain title to all goods delivered or to be delivered to the Customer until Tecnotion has received payment in full of the purchase price of the goods, the fees for any work done in relation to any sales agreement concluded with the Customer and any other damage resulting from a breach by the Customer of any such sales agreement. All costs incurred by Tecnotion in repossessing the goods shall be paid by the Customer. During such time as Tecnotion retains title to the goods, the Customer in possession of the goods shall have the power to deal with and actually deliver the goods in the normal course of its business.

5. Delivery

The time for performance of the services or for the delivery of the goods shall not be of the essence. The times given for (completion of the) services to be performed, dispatch of the goods and/or for completion of the installation services must be regarded as estimated only. Unless otherwise agreed to in writing, delivery of the goods shall be Ex Works/Ex Warehouse of Tecnotion (Incoterms 1990). From the moment of delivery, the risk of loss or damage shall pass to the Customer, even if title to the goods has not yet passed. In the event of late delivery of the services and/or the delivery of the goods, Tecnotion must be formally declared to be in default in writing and must be granted an additional reasonable term to satisfy its obligations. If the extended term is exceeded, the Customer shall be entitled to dissolve the agreement insofar as no services have been performed or deliveries have taken place. Tecnotion shall not be liable for any damage resulting from late delivery or late performance. Tecnotion shall be allowed to deliver the sold goods in partial consignments. If the goods are delivered in partial consignments, Tecnotion shall be entitled to separately invoice the Customer for those partial consignments, and the Customer shall be obliged to pay such invoices as if they concerned separate agreements. The Customer shall be obliged to accept delivery of the goods. Unless otherwise agreed to in writing, the Customer shall promptly collect the goods or arrange for their collection from Tecnotion once Tecnotion has notified the Customer that the goods are ready for collection. If the Customer does not take prompt delivery of the goods or is negligent in providing necessary information or instructions for delivery for any reason whatsoever then the goods will be stored at the Customer's risk. The Customer shall pay Tecnotion all additional delivery, storage and insurance costs and any other costs incurred, along with any loss arising in connection with such neglect or refusal.

6. Complaints

Upon receipt of the services and/or the goods, the Customer shall be obliged to inspect the services and the goods for defects. The Customer shall in particular examine whether the result of the services conform to the objective of the Agreement, whether the correct goods have been delivered and whether the quantity of the delivered goods conform to that agreed upon. Visible defects must be reported to Tecnotion in writing within five (5) working days after the date of dispatch. Defects that are not visible upon receipt must be reported to Tecnotion within five (5) working days after discovery or within five (5) working days after the Customer should reasonably have discovered the defects. If the complaint is justified, Tecnotion shall only be obliged to either re-perform (part of the) the services or to replace or repair the defective goods. If Tecnotion finds - in such case- that it should not be required to re-perform (part of) the services or to replace or repair the goods, or that such re-performing of the services, or such replacement or repair of the goods is impossible, Tecnotion shall credit the price received regarding the respective services or the goods to the Customer. Tecnotion shall in no event be obliged to replace or repair if the damage is a result of normal wear and tear or is a result of circumstances attributable to the Customer. Even if the Customer complains in a timely fashion, it shall remain obliged to pay for and take receipt of all orders placed. The Customer is not allowed to suspend any of its obligations towards Tecnotion. Products may only be returned to Tecnotion subject to its prior written consent and instructions. The right to complain on any basis whatsoever shall lapse if the defect or the damage is reported too late or one year after the delivery, whichever occurs first, unless a different time period has been agreed upon.

7. Liability

Tecnotion's liability on the basis of an improper performance of any obligation or on the basis of wrongful act or tort, is limited to re-performing the services and/or to the repair or replacement of the goods or - at its discretion- to the repayment of the price received with regard to the respective services or goods from which the damage arose. Tecnotion shall not be liable for consequential damage, including but not limited to damage resulting from late delivery, damage to other goods of the Customer or any third party, damage resulting from incorrect or improper use of the services or goods by the Customer, loss of turnover, loss of profit or loss caused by the inoperability of equipment, nor for damage resulting from any incorrect and/or incomplete information supplied by the Customer. The liability limitations set forth in these General Terms and Conditions of Services and Sale shall not apply if the damage was caused intentionally or due to gross negligence of Tecnotion or its management. Any claim for damages, for defective services or for the repair or replacement of the goods and/or for the delivery of missing parts, on whatever basis, as well as any right to dissolve the agreement, shall lapse if the defect or the damage is reported too late or one (1) year after the delivery, whichever occurs first, unless a different time period has been agreed upon.

8. Intellectual property rights, know-how and specific tools

Except where intended to serve as instructions for use or advertising purposes, or where information is or becomes rightfully part of the public domain, all information (including know-how) in relation to the services rendered and/or the goods supplied and their maintenance are Tecnotion's property and remain its property and may not be utilised or copied, reproduced, transmitted or communicated to third parties without the prior written consent of Tecnotion. The Customer shall in particular observe confidentiality with respect to any and all information (including know-how) provided to it during or in connection with the agreement by Tecnotion and it shall not disclose, make public or use this information to render services to third parties, unless explicitly approved in writing by Tecnotion. Any and all rights regarding information (including know-how) and goods, including components, materials, raw materials, tools, drawings and specifications, as well as any and all rights with respect to software which Tecnotion puts at the Customer's disposal for the benefit of performance of the agreement will remain vested in Tecnotion. The above also applies to specific tools produced and/ or designed by Tecnotion for - or on behalf of - the Customer. The Customer is not entitled to (directly or indirectly) use those tools in an other manner than that agreed upon between parties nor is the Customer allowed to produce, reproduce or copy such tools. Unless otherwise agreed in writing, Tecnotion shall retain the ownership of such tools. If such tools are produced at the specific request of the Customer and the Customer has fulfilled all of his obligations vis-à-vis Tecnotion, the Customer is entitled to request Tecnotion to destroy said tools in case the relationship between Tecnotion and the Customer has been terminated. In case any intellectual property rights are brought into existence during or in connection with the execution of the agreement, Tecnotion will be entitled to such rights, unless otherwise agreed in writing. If necessary, those rights will be transferred to Tecnotion at its first request.

9. Force majeure

Tecnotion shall not be liable for any damage incurred by the Customer in case of improper performance if it is due to the occurrence of events which cannot be attributed to Tecnotion on the basis of either Tecnotion's fault, or by virtue of law, agreement or generally prevailing opinion ('force majeure'). If the period during which Tecnotion cannot fulfil its obligations exceeds or will exceed two months, either party shall be entitled to terminate the agreement without judicial intervention and without any obligation to pay damages to the other party. If Tecnotion has performed part of its obligations when the situation of force majeure arises or if it can only perform part of its obligations, it shall be entitled to separately invoice the Customer for the partial performance and the Customer shall be obliged to pay such an invoice as if it concerned a separate agreement. Within the meaning of this Article, force majeure shall include strikes, export regulations or export prohibitions, lack of raw materials, delays in deliveries by suppliers, war, civil war, insurrection, fires, floods, labour disputes, epidemics, governmental regulations and/or similar acts, freight embargoes, non-availability of any required permits, licences and/or authorisations, defaults or force majeure of suppliers or subcontractors and transportation problems. These circumstances shall constitute force majeure for both Tecnotion and its suppliers.

10. Default

Tecnotion shall be entitled to suspend any (further) performance of the agreement or to dissolve the agreement, without prejudice to its right to claim alternative or additional damages, if any goods of the Customer are attached or if the Customer is granted a suspension of payments or is declared bankrupt, if the Customer defaults in complying with one or more of its obligations to Tecnotion or if Tecnotion fears that the Customer is or will be unable to meet its obligations under the agreement and the Customer fails to offer adequate security for the performance of its obligations. If one of the events referred to in this article occurs, all claims it may have against the Customer on whatever basis will immediately become due.

11. Miscellaneous

Unless otherwise agreed, each agreement will be entered into for one specific and specified job. Tecnotion may for weighty reasons, to be determined at its discretion, prematurely discontinue or give notice of termination of the agreement in whole or in part without prejudice to any other right. The Customer is, in such case, obliged to (i) pay for the work actually performed in the event of periodic payment, or (ii) pay a proportional part of the agreed upon compensation, considering the term of the agreement already expired and the work performed, in the event of a fixed contract sum. Tecnotion will not be obliged to compensate any damage which the customer might incur as a consequence thereof.

12. Applicable law and disputes

All offers and agreements existing between Tecnotion and the Customer shall be governed by the laws of the Netherlands. Application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly excluded. All disputes shall be submitted to the competent Court of Almelo. This clause shall not preclude Tecnotion from its right to file the dispute with any other court, that would be competent in the absence of this choice of forum.