



# General Conditions of Delivery

## 2M Engineering Limited

### **ARTICLE 1 - Definitions**

The following definitions apply throughout this document:

#### *Customer*

- a. A natural person who, or
- b. A corporate body which, or
- c. A number of persons acting jointly (who may or may not be a corporate body) who instruct 2M Engineering Limited to perform activities.

#### *2M Engineering Limited*

A privately owned Company that is a subsidiary of Celtic Tigriss Limited in the United Kingdom.

#### *Order or Agreement*

The agreement whereby 2M Engineering Limited undertakes to perform certain activities as commissioned by the customer - subject to the terms and conditions defined in this document.

#### *Conditions*

The current general delivery conditions as defined here.

### **ARTICLE 2 - Issuing and Alteration of the Order**

1. The scope of the activities of 2M Engineering Limited are consultancy for product and business development in addition to engineering developments, new product creation, production, product delivery and all aspects of business associated with these areas.
2. 2M Engineering Limited submits a quotation to the customer for the activities to be performed. This includes a definition of the scope of the activities and of the time period in which the activities will be performed.
3. The customer decides which of the activities are to be carried out and sends a purchase order for these activities to 2M Engineering Limited.
4. The order is considered to have been accepted, if 2M Engineering Limited has confirmed in writing that which has been agreed with the customer.
5. If, during the execution of the order, it becomes apparent that the scope of the activities as agreed in accordance with section 2 needs to be altered, then such alteration(s) shall be carried out only after the customer gives approval in writing.
6. Alteration of the order, including extension or reduction of the activities for which an order has already been issued, is considered to be agreed once 2M Engineering Limited has confirmed this alteration in writing to the customer.

### **ARTICLE 3 - General Obligations of 2M Engineering Limited**

1. 2M Engineering Limited will execute the order correctly and carefully, will promote the interests of the customer to the best of its ability and will carry out its services to the best of its knowledge and experience.
2. 2M Engineering Limited will avoid any and all matters that might damage the impartiality of its recommendations.
3. 2M Engineering Limited will execute the order within the agreed term, barring circumstances for which 2M Engineering Limited cannot reasonably be held responsible.



### **ARTICLE 4 - General Obligations of the Customer**

1. The customer undertakes to communicate to 2M Engineering Limited, in a timely manner, such information, data and decisions as may be required for the timely execution and completion of the order.
2. The customer shall pay to 2M Engineering Limited within the time agreed such amounts as may be owed by him (see Article 6.10).

### **ARTICLE 5 - Collaboration with Third Parties**

1. In the event of 2M Engineering Limited being commissioned to execute an order or part of an order in co-operation with other companies, private individuals, specialists or institutes, the customer shall determine, following consultation with all parties involved, who is to be charged with the management and co-ordination of the activities and what the task of each participant will be.
2. The management and co-ordination referred to in section 1 means that the coordinator will, in due time and in consultation with other participants, draw up a time table for the execution of the order referred to in section 1 and that, in the event of time overrun or other circumstances that can lead to delay or damage, he will consult with the other participants without delay and will send to each of those involved in the consultation a written report of these facts.
3. In the event of 2M Engineering Limited being commissioned to execute an order also involving activities in an area other than its own field of expertise, it may for that purpose involve other specialists, of whose participation it will inform the customer in advance.

### **ARTICLE 6 - Project Costs and Payments**

1. The project costs consist of either:
  - A. An agreed fixed amount for the activities or products of 2M Engineering Limited determined and agreed in advance.
  - Or
  - B. An amount based on the hours actually worked multiplied by the applicable tariff; in this case the tariff is agreed in advance and the number of hours calculated after the work has been completed. An indication of the hours expected to be worked can be given in advance.
  - C. A combination of A & B above.
  - D. In certain cases agreements can be made that do not fall into any of the categories above. In these cases, separate agreements will be made in writing in advance of commencing the project.
2. If, after issue of the order referred to in Article 1, the customer introduces changes to the requirements that he places on the result of the order, the extra activities required for this purpose will be calculated and charged separately, on the basis of the time involved and the costs incurred, unless otherwise expressly agreed. The changes requested must be sent to 2M Engineering Limited in writing and can only be understood to have been accepted by 2M Engineering Limited once the customer has received written confirmation of same.
3. Project costs are payable to 2M Engineering Limited in accordance with the progress made in performing the activities arising from the order and/or the completion of the different phases of the order. These conditions will be defined in advance in the quotation.
4. The amounts invoiced by 2M Engineering Limited will be increased to include taxes payable in the Netherlands for such activities (BTW).
5. The customer is liable to settle any amounts payable within 30 calendar days after the date of invoice.
6. In the event of the customer contesting the correctness of any part of an invoice, he is nevertheless obliged to pay that part which is not in dispute. If and to the extent that the contested part proves in fact to be payable, the original invoice date shall apply to it.
7. In the event of the customer failing to make payment to 2M Engineering Limited within the agreed term, he is automatically in default and 2M Engineering Limited shall be entitled, without any notice of default, to charge the legal interest rate percentage from the due date.
8. The customer must pay any extra judicial costs incurred in connection with the late payment of an invoice.



### **ARTICLE 7 - Premature Termination of the Order by the Customer**

1. The customer may terminate the order prematurely. In that case, the customer is also obliged to honor the copyright in accordance with the provisions of Article 12.
2. In the event of termination of the order as provided in section 1, the customer is obliged to remit to 2M Engineering Limited:
  - Payment per the activities already performed
  - any extra costs incurred by 2M Engineering Limited
  - the costs arising from any commitments entered into by 2M Engineering Limited with third parties for the purposes of fulfilling the order.
3. In addition, the customer shall pay 10% of the remaining part of the payment that the customer would have been liable to pay if 2M Engineering Limited had fulfilled the order in its entirety. This latter obligation shall not apply in the event of the order being terminated on the grounds of default on the part of 2M Engineering Limited or of force majeure.

### **ARTICLE 8 - Premature Termination of the Order by 2M Engineering Limited**

1. 2M Engineering Limited may terminate the order in the event of force majeure, with the consent of the customer or in the event of default on the part of the customer. 2M Engineering Limited is obliged to do all that which, in the light of the circumstances, can reasonably be required of him, with due regard to the consequences for the customer arising from this termination.
2. The customer is obliged to remit to 2M Engineering Limited:
  - payment according to the agreement for the activities that have already been executed;
  - the costs incurred;
  - the costs arising from any commitments entered into by 2M Engineering Limited with third parties for the purposes of fulfilling the order.
3. In the event of the order being terminated on the grounds of default on the part of the customer - including conduct on the part of the customer such that 2M Engineering Limited may not reasonably be required to continue to carry out the order - 2M Engineering Limited also has the right to claim from the customer damages directly suffered as a result of the same.

### **ARTICLE 9 - Termination on the Grounds of Bankruptcy and Moratorium**

In the event of the customer failing to honor one or more of his obligations to 2M Engineering Limited, or in the case where he applies for a moratorium or becomes bankrupt, 2M Engineering Limited is entitled, without further notice of default or the need of legal intervention, to suspend the execution of the order and/or to declare null and void the relevant order and/or agreement(s), in whole or in part, without prejudice to other legal rights to which 2M Engineering Limited may be entitled.

### **ARTICLE 10 - Consequences of the Interruption of an Order**

1. The customer may require 2M Engineering Limited to interrupt the activities. The customer is obliged to notify 2M Engineering Limited of this in writing.
2. In the event of interruption of the order, the customer is obliged to remit to 2M Engineering Limited the following:
  - payment according to the progress of the activities;
  - the costs incurred;
  - the costs arising from any commitments entered into by 2M Engineering Limited with third parties for the purposes of fulfilling the order.

In addition, 2M Engineering Limited is entitled to claim from the customer any damages directly sustained by 2M Engineering Limited as a result of the interruption, except in the case of interruption of the order due to force majeure.

If the order is resumed at a later date, the extra activities arising for 2M Engineering Limited from the resumption of the activities will be reimbursed by the customer on the basis of time spent, costs incurred and costs of supervision actually involved. The customer and 2M Engineering Limited will



consult together to determine whether the conditions of the order need to be adjusted to the new situation.

### **ARTICLE 11 - Liability of 2M Engineering Limited**

1. In so far as no other provisions are expressly made elsewhere in writing, 2M Engineering Limited accepts liability for personal injury and for material damage to installations and property of the customer and of third parties to a maximum amount of EUR 100.000 in total per occurrence, to the extent that the injury or the damage has arisen during the execution of activities performed by 2M Engineering Limited
2. 2M Engineering Limited accepts liability for damage that is the direct result of a shortcoming in a recommendation made by 2M Engineering Limited, up to an amount equal to 10% of the total price of an order accepted by 2M Engineering Limited, if and to the extent that shortcoming should, in the given circumstances and by the normal standards of professional knowledge and alertness, have been avoided. If separate remuneration has been agreed for the recommendation in question, 2M Engineering Limited is liable under the same conditions for an amount not exceeding the amount of that remuneration.
3. 2M Engineering Limited will not be liable for any other direct or indirect damage, howsoever caused. The customer indemnifies 2M Engineering Limited against any and all claims by third parties arising there from.

### **ARTICLE 12 - Ownership and Use of Documents - Copyright**

1. The documents issued to the customer by 2M Engineering Limited become the property of the customer and may be used by him, on the condition however that the customer has discharged his financial obligations to 2M Engineering Limited.  
The customer is not permitted to produce repetitively, in part or in its entirety, an object created in accordance with the realized design, the drawings and other works of 2M Engineering Limited, without the written consent of 2M Engineering Limited.
2. 2M Engineering Limited is authorized to attach conditions to the granting of that permission, including the payment of a fee to 2M Engineering Limited.
3. Data and documents handed to or made known to 2M Engineering Limited by or on behalf of the customer may not be disclosed by 2M engineering Limited to third parties, except with the express permission of the customer. Such data and documents shall also be considered to include results derived from third parties with respect to calculations, investigations, tests and reviews entirely financed by the customer. This obligation does not apply to data and documents that are generally known or are accessible to the public.
4. 2M Engineering Limited shall not pass to third parties any specifically project-related data and/or documents that are issued to the customer, without the express permission of the customer.
5. The customer shall not hinder 2M Engineering Limited in making its knowledge available to third parties, unless such knowledge consists of industrial secrets of the customer or forms part of an invention with regard to which a patent application has been lodged.

### **ARTICLE 13 - Disputes**

Differences of opinion between the customer and 2M Engineering Limited will as far as possible be resolved amicably.

If a difference of opinion is not resolved amicably within a reasonable period of time, the dispute shall be laid before the competent judge in 's-Hertogenbosch.

### **ARTICLE 14 - General Conditions of the Customer**

The present conditions shall be applicable to all orders placed with 2M Engineering Limited, to the exclusion of the general conditions of the customer, unless otherwise expressly agreed.



### **ARTICLE 15 – Property of 2M**

The customer will respect the right of 2M with regard to ownership of intellectual property, trademarks, knowledge and know-how. The customer will not try to reverse engineer any products, samples or prototypes delivered and will not engage the help of any other individual or company to carry out the same.

Customer shall not make any alterations or modifications to the products, their packaging or documentation.

Customer shall not remove or tamper with any trademarks or other means of identification used on or in relation to the products.

Customer shall notify 2M of any actual, threatened or suspected infringements of their (intellectual) property.

### **ARTICLE 16 – Confidentiality**

Customer will hold confidential all information received about the products or prototypes including all information about their development and production. Customer will inform 2M in advance of any publications being issued where information about their products or activities are mentioned.

### **ARTICLE 17 – Supply of products**

2M will be entitled to discontinue the supply of products at any time, giving 6 months notice to the customer. The customer will be entitled to place a final order for the number of products they still wish to purchase. 2M will deliver this last order to the customer according to the standard terms of the agreement and according to product pricing existing at the time of placing the order.

### **ARTICLE 18 – Product pricing**

The prices offered to the customer are ex BTW and exclusive of any applicable duties, charges, levies or fees imposed by governmental or other authorities. The customer shall pay the cost of transportation and insurance for the products during transportation (if required and agreed in advance). This is not applicable for transport of products within the Netherlands, where the insurance costs are covered by 2M. All prices quoted are in euros, ex-works Valkenswaard unless otherwise stated.

### **ARTICLE 19 – Software Licenses**

Where any software is supplied with or as part of any product, project or service, it will be licensed directly to the customer by 2M upon and subject to the license terms and restrictions, defined in the quotation issued to the customer in advance of placing the order.

Customer agrees not to alter, modify, adapt, translate, reverse engineer, decompile, disassemble or in any manner decode or seek to obtain the source code to the software in whole or in part except as and to the extent expressly required to be permitted by law.

2M has the right to terminate the license at any time on notice to the end user where the end user is in breach of the license terms.

### **ARTICLE 20 – Product warranty**

Issues arising as a result of improper use, servicing, maintenance or repair, abuse, accident, use of unauthorized parts or procedures or unauthorized modification of the products infringe the warranty and render products void of guarantee.



**ARTICLE 21 – Changes to this document**

2M Engineering Limited reserves the right to change or update this document at any time.