



STANDARD TERMS AND CONDITIONS

Effective December 4th, 2021

These Standard Terms and Conditions apply to any proposal and agreement and/or purchase order relating to equipment ("Equipment") or materials ("Materials") sold by Ovotrack B.V. ("Ovotrack") to a customer ("Customer"). These terms and conditions, together with the related proposal and agreement and/or purchase order shall constitute the entire agreement ("Agreement") between the parties.

1. GENERAL PROVISIONS - The Agreement governs the sale by Ovotrack of Equipment, Materials, services provided by Ovotrack (collectively, "Services") and the license by Ovotrack of the associated proprietary computer programs and related information (collectively, Software) included with the Equipment at the time of sale and listed on the face of the Agreement to Customer. Customer has selected the Equipment, Materials, Services and Software based only on the specifications. If either party believes that other matters beyond those covered in this document are part of the Agreement, the parties will (a) describe and acknowledge them on the front of the Agreement or (b) staple a copy or description of them to the Agreement and initial them before signing; otherwise, they are not included as part of the Agreement for the purchase of this Equipment, Materials, Services and license of Software. After Customer signs the Agreement (or any Amendment to it), the Agreement will become a binding contract when and if it is executed by an officer or other authorized designee of Ovotrack.

2. SOFTWARE LICENSE - Software is licensed, not sold, and Customer is granted a non-exclusive, non-assignable, perpetual, fully paid-up, worldwide right to use the Software for no other purpose than that of operating the Ovotrack Equipment or Software. If accompanied by a separate end user license, terms of service or terms of use, use of any such software will be subject to such separate terms.

3. MATERIALS USAGE - Customer acknowledges and agrees that Materials sold by Ovotrack shall not be (i) mixed, blended or repackaged by Customer with any other materials for use or resale by Customer, or (ii) used with any alterations by Customer. Customer further agrees that if they use the Materials to create parts, absent written consent from Ovotrack, Customer will not promote, advertise, or otherwise represent that such parts are made from any brand of materials other than the Materials sold by Ovotrack. Failure to comply with these provisions shall nullify the related warranties described below.

4. WARRANTY - Ovotrack will promptly repair or replace the Equipment, Materials or Software, if required, to make it free of defects at the time of delivery and during the warranty period. The Equipment is free from defects if it meets, upon the passing of risk, the specification provided in the Agreement or in manuals, marketing or other informational materials of Ovotrack or on Ovotrack' website at www.ovotrack.nl. Normal consumable or expendable parts (such as print heads), repairs required during the warranty period because of abnormal use or conditions (such as riots, floods, misuse, neglect or improper service by anyone except Ovotrack or an authorized Ovotrack' service provider) and repairs required during the warranty period because of the use of non-integrated, non-approved or non-licensed Materials in the Equipment, are excluded from this warranty. The warranty period for the Equipment, Materials or Software is one (1) year, unless otherwise stated on the face hereof, and shall start thirty (30) days after delivery (C.I.F. Customer plant) or upon installation, whichever is sooner. Ovotrack warrants that Services will be performed timely in a good and workmanlike manner consistent with generally accepted industry standards. This warranty will be in effect for a period of thirty (30) days from the completion of the Service. In the event of any breach of the foregoing warranty, Ovotrack's will, at its sole option and expense, promptly re-perform any Service that fails to meet this warranty or refund to Customer the fees paid for the non-conforming Service.

5. LIMITATION OF LIABILITY - Neither party will be responsible to the other for consequential, exemplary or incidental damages (such as loss of profit or employee's time) regardless of the reason. In no event shall the liability and/or obligations of a party under the Agreement or arising out of the purchase, lease, license and/or use of the Equipment, Materials, Services or Software by Customer or others exceed the purchase price of the Equipment, Materials, Service or Software, as applicable

6. INSTALLATION AND SERVICE - Ovotrack will install the Equipment or Software and provide any remedial and preventive maintenance which is required to keep the Equipment in good operating condition during the warranty period, unless otherwise stated in the Agreement. Ovotrack may provide basic Installation Site information. Customer will be responsible for having the installation site properly prepared before the Equipment or Software is installed. Ovotrack will consult with Customer on a time and materials basis on any additional questions or issues regarding installation site preparation. Ovotrack shall have no liability for such consultations. In addition to the installation charge(s), if any, as specified on the face of the Agreement, Customer will arrange and pay for any special handling charges (including without limitation all costs of preparing the installation site and all storage, drayage, cranes, building modifications or other similar charges). Installation and any remedial and preventive maintenance will be performed by Ovotrack or its authorized designee during normal business hours. Ovotrack and Customer will cooperate to satisfy any Customer security requirements and still allow full and free access to the Equipment. Customer will provide computer time and on-line access for any remedial and preventive maintenance or installation at no cost to Ovotrack. Ovotrack will accept responsibility in the event that damages are caused by the negligence of its employees or designees while they are on Customer's premises in the course of performing installation or servicing purposes.



7. **TITLE, RISK OF LOSS AND DELIVERY** - If conditions arise which prevent compliance with delivery schedules, Ovotrack will not be liable for any damage or penalty for delay in delivery, or for failure to give notice of delay. However, Ovotrack will use all reasonable efforts to give notice of delays. Delays will not be grounds for cancellation. Delivery occurs C.I.F. Customer plant, and title (except as otherwise provided by clause 10 of this Agreement) and the risk of loss transfer to Customer upon delivery.

8. **PAYMENT** - Unless otherwise stated in the Agreement, payment terms with respect to Equipment and Software shall be: seventy percent (70%) NON-REFUNDABLE deposit with order, twenty percent (20%) upon notification that Equipment is ready to ship (and prior to shipment), and ten percent (10%) within thirty (30) days after shipment. On overdue accounts, Ovotrack reserves the right to claim interest under the Late Payment Directive 2011/7/EU. The Customer shall provide Ovotrack with a copy of tax exemption certificate, direct pay certificate or resale certificate for the "Ship to" location if exemption from sales or use taxes is claimed. Ovotrack is not liable for any VAT or other sales or turnover tax.

9. **PATENTS** - If anyone claims the Equipment or Software infringes their U.S., European Union or Japanese patent, copyright, trade secret or other proprietary right, Ovotrack will indemnify and hold Customer harmless from any damages, judgments or settlements (including costs and reasonable attorney's fees) resulting from the claim if Customer promptly notifies Ovotrack in writing of the claim and permits Ovotrack to elect to take over the defense of the action. If Ovotrack takes over the defense, it may select the counsel and have the sole right to defend or settle the matter. Ovotrack may substitute comparable non-infringing Equipment or Software, or modify the Equipment or Software (which still must meet the specification) to make it non-infringing, or obtain a right for the Customer to continue using the Equipment or Software (all at Ovotrack' expense), or, if the above are impractical and its continued use is enjoined, buy the Equipment or Software back from the Customer for the original purchase price less a reasonable rental value for its use at Ovotrack' lowest standard lease or rental rate for the Equipment when originally delivered to Customer. This indemnification does not apply to claims resulting from non-Ovotrack modifications to the Equipment or Software or use with other devices added by the Customer.

10. **OWNERSHIP** - Ownership of the Equipment and Materials shall not pass to Customer until Ovotrack has received in full (in cash or cleared funds) all sums due to it in respect thereof.

11. **EXPORT COMPLIANCE** - Customer shall not export, re-export, or otherwise transmit, directly or indirectly, any Equipment or Software except in full compliance with all U.K. and E.U. export control laws and regulations. These obligations shall survive the termination of the Agreement.

12. **FORCE MAJEURE** - Neither party will be liable to the other for delays in performing any obligations under the Agreement due to circumstances beyond its reasonable control, including but not limited to revolts, insurrections, riots, wars, acts of enemies, national emergency, strikes, floods, earthquake, embargo, inability to secure materials or transportation, and acts of God, and other events beyond the reasonable control of the parties caused by nature or governmental authorities.

13. **SEVERABILITY** - If any provision of the Agreement is found to be invalid, illegal or unenforceable, then, notwithstanding such invalidity, illegality or unenforceability, the Agreement and the remaining provisions shall continue in full force and effect. In this event the parties will agree upon a valid, binding and enforceable substitute provision which shall be as close as possible to the commercial interests of the invalid or unenforceable provision.

14. **DISPUTE RESOLUTION** - Customer and Ovotrack shall endeavour to resolve any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, by negotiation. Any claim that is not resolved by negotiation within thirty (30) days of notification shall be referred to and finally resolved by arbitration. The arbitration shall be conducted, in English, in London, England, and shall be finally settled in accordance with the Laws of England and Wales. The arbitrator shall apply exclusively the laws of the Netherlands without regard to its principles on conflict of laws.

15. **OTHER –**

- A. The formation, existence, construction, performance, validity and all aspects of the Agreement shall be governed by Laws of England and Wales.
- B. Both Ovotrack and Customer will comply with all laws applicable to the Agreement.
- C. All notices given under the Agreement will be effective when received in writing. Notices to the Customer and Ovotrack will be sent to the addresses provided in the Agreement.
- D. Changes to the Agreement must be in writing and must be signed by both parties.

16. **COMPLETE AGREEMENT** - Customer acknowledges that it has read the Agreement, understands it, and agrees to be bound by its terms and conditions. Further, Customer represents and agrees that the Agreement and the click-through licenses contained in the Software set forth the complete and exclusive statement of the agreement including the governing terms and conditions between the parties, which shall prevail over and supersede all proposals, printed provisions on subordinate Customer documents including purchase orders, oral or written agreements, the Customer's general terms and conditions and all other communications between the parties relating to the subject matter of the Agreement.