

GENERAL CONDITIONS OF SALE OF Easthouse Electronic Technology B.V.

(Version of 31 August 2021)

Article 1 General

1.1 For the purpose of these general terms and conditions “the buyer” is defined as any (legal) person that enters into negotiation and/or concludes contracts with Easthouse Electronic Technology B.V. in relation to products and services to be supplied by Easthouse. These general terms and conditions apply exclusively to commercial customers in Europe. Easthouse does not enter into any contracts or obligations with private customers.

1.2 These general conditions are applicable to all of our offers and quotations and orders and contracts that have been or are to be implemented. Easthouse expressly rejects the applicability of the buyers’ own general conditions or other general conditions.

1.3 Deviations from these general terms and conditions shall only be binding to Easthouse if Easthouse and the buyer have expressly agreed upon those deviations in writing.

Article 2 Contract

2.1 All offers and/or quotations are subject to contract. A contract shall be deemed to have been formulated once an offer and/or quotation made by the buyer is accepted by Easthouse in writing. An order placed by a buyer with Easthouse shall not be binding to Easthouse until Easthouse has confirmed that order to the buyer in writing.

2.2 In the event of the buyer requiring changes to a contract’s implementation after it has been formulated, Easthouse shall be free to decide at its own discretion whether and, if so, under which (further) conditions those changes can still be accepted within the framework of the contract.

2.3 Amendments to the contract of any nature whatsoever shall not come into force until they have been agreed in writing between Easthouse and the buyer.

2.4 Easthouse shall be authorised to charge to the buyer the additional costs that those amendments entail in the event of amendments of any nature whatsoever being made to the contract.

2.5 Easthouse reserves the right in all cases to alter the structure and the composition of the products it supplies if and insofar as that does not essentially detract from the agreed quality of the ordered products.

Article 3 Prices

3.1 The quoted and agreed prices are given in euros other than and in cases in which Easthouse has made an exception in American dollars, and do not include VAT. Other statutory payable taxes, levies and duties are not included in the price.

Article 4 Payment

4.1 Unless a different payment term has agreed in writing, the buyer shall pay the entire invoiced amount in advance before shipping of the goods by transferring it to Easthouse's bank account. Bank costs, if any, are for the account of the buyer.

4.2 In the event of the buyer failing to remit any payable amount within the set payment term, the buyer shall be held legally in default without any notice of default being required. From the due date of the invoice onwards the buyer shall be liable for the payment of statutory interest plus 3%, to be calculated from the (part of the) month over the outstanding amount.

4.3 Any costs, either judicial or extrajudicial, that are incurred by Easthouse in order to enforce compliance with the buyer's (payment) obligations shall be charged in full to the buyer. The extrajudicial costs are set at 15% of the invoice amount, with a minimum of EUR 250, without any evidence of that being required. The aforementioned costs shall be payable from the time at which the claim is passed on to a lawyer, bailiff or debt collection agency, irrespective of whether the buyer has been informed of this.

4.4 The buyer is not authorised to deduct any amount from the invoiced amount or to set off any payable amount against any counterclaim that he has or alleges he has against Easthouse, or to suspend his payment obligation.

Article 5 Delivery Time

5.1 Easthouse shall inform the buyer if the products are available in Easthouse Dutch office or not. If yes, the products shall be delivered from Easthouse Dutch office, otherwise the products will be delivered exworks China. In case of exworks China deliveries the buyer shall cover all applying import duties, fees and taxes. Easthouse reserves the rights to ship the goods from Dutch office or its factory.

5.2 Easthouse shall make every effort to meet the agreed delivery times. Exceeding the delivery time shall not entitle the buyer to claim any compensation for any damages other than in the case of intentional act or omission or gross negligence on the part of Easthouse.

5.3 Should it become clear that it will not be possible to deliver by the agreed time of delivery, Easthouse shall inform the buyer of that without delay and shall also indicate the anticipated amount of time by which the delivery time will be exceeded.

Article 6 Transport

6.1 All payable transport and insurance costs shall be for the buyer's account, unless express agreement is made to the contrary between the parties.

6.2 The transportation of all products, including those transported in the name of Easthouse, shall take place at the buyer's expense and risk.

Article 7 Retention of title

7.1 All products delivered shall remain the exclusive property of Easthouse until the moment at which all claims of Easthouse on the buyer, both those arising from the contract and claims by virtue of failure to comply with the provisions of such contracts, have been met in full by the buyer.

7.2 Notwithstanding the provisions of article 4 regarding payment, Easthouse shall be entitled to repossess the products in the event of the buyer failing to remit payment of any payable amount in respect of those products that have been delivered under retention of title. The buyer hereby gives permission to Easthouse or third-parties appointed for that purpose by Easthouse to gain entrance to his business premises, warehouses, manufacturing halls, etc. for that purpose. The costs related to repossession of the goods shall be charged by Easthouse to the buyer.

7.3 If the law of the country for which the purchased products are destined provides for further-reaching legal remedies for the retention of title than those stipulated above, those further-reaching remedies shall be deemed to have been stipulated in the favour of Easthouse, subject to the proviso that if it is not possible to objectively ascertain which further-reaching regulations this provision relates to, the conditions stipulated above regarding retention of title shall remain applicable.

Article 8 Guarantee

8.1 With due observance of the provisions set forth below, Easthouse guarantees for a period of eighteen (18) months after the production date as marked on the delivered products the soundness and quality of the products it has delivered, subject to the proviso that the guarantee shall never extend beyond the guarantee given by the manufacturer or the suppliers of Easthouse. Easthouse reserves the right to set a different guarantee period in writing. The period shall not apply to claims for damages by the buyer arising from injury to life, body or health or from intentional or grossly negligent breaches of duty by Easthouse or its vicarious agents, which shall each be time-barred in accordance with the statutory provisions.

8.2 With due observance of the provisions set forth below, Easthouse guarantees the soundness and the quality of the services it has rendered for a period of eighteen (18) months following their completion.

8.3 Minor deviations in quality, measurements and colour which are permissible according to normal practice in the trade, and normal wear and tear of products and parts thereof, cannot form the subject of a claim by virtue of this article.

8.4 The buyer shall only be authorised to lodge a claim against Easthouse pursuant to this article if the buyer is able to submit a purchase receipt or an invoice specifying the delivered products or the rendered services to Easthouse and provided that he has acted in accordance with the provisions of article 9 of these conditions.

8.5 The guarantees shall be null and void if the fault or the damage thus caused can be attributed to failure to observe the applicable directions for use, is the result of an installation other than described in the assembly manual supplied with the goods, which was not carried out by or on behalf of Easthouse, is the result of mislaying the code or is the result of an outside cause or of inexperienced use.

Article 9 Claims

9.1 Upon taking the receipt of the products and/or upon completion of the rendered services the buyer should verify whether the products and/or rendered services are in keeping with the order or the contract.

9.2 Claims concerning delivered products and/or rendered services must be lodged by the buyer to Easthouse in writing within one week of delivery or completion. Concealed faults or damage must be brought to the attention of Easthouse within a week of the buyer discovering the fault or could reasonably be expected to have discovered it. Claims concerning invoices must be lodged with Easthouse in writing within one week of the invoice date at the latest. In the event of claims not being lodged within the stipulated time periods, Easthouse will not accept liability.

9.3 The buyer shall give Easthouse the opportunity to verify the products on which the claims are based in their original condition, on penalty of forfeiture of rights.

Article 10 Settlement of claims and other conditions

10.1 In the event of a claim being received as provided for in article 9, Easthouse shall at its own discretion ask the buyer to return the products (or have them returned) to Easthouse or shall engage an expert to inspect the products at the buyer's location.

10.2 If Easthouse has had products returned and, exclusively in the judgement of Easthouse, the products are not sound and/or do not meet the set quality requirements, Easthouse shall either repair the products or replace them. The costs involved in the above shall be borne in full by Easthouse if and insofar as Easthouse has culpably failed to meet its obligations, unless the provisions of article 8.5 are applicable.

10.3 If Easthouse has engaged an expert to inspect the products or services at the buyer's premises, the costs involved in that inspection (being the wage costs and travelling expenses) shall be paid in full by Easthouse if and insofar as in the exclusive judgement of Easthouse the products or services are not sound and/or do not meet the set quality requirements, unless the provisions of article 8.5 are applicable.

Article 11 Liability

11.1 Other than in cases of intentional act or omission or gross negligence on the part of Easthouse or its legal representatives, the liability of Easthouse shall be limited to a maximum of the invoice value of the delivered products and/or the rendered services to which the claims judged to be well-founded related or relate.

11.2 Easthouse cannot under any circumstances, including in cases of intentional act or omission or gross negligence, be held liable for any consequential losses of any nature.

Article 12 Dissolution

12.1 In the event of a buyer or Easthouse being declared bankrupt or facing imminent bankruptcy, being granted suspension of payment, being granted a debt rescheduling arrangement or otherwise losing the disposition of his assets or parts thereof, the other party shall be entitled to dissolve the contract without legal intervention being required and without any notice of default being required.

12.2 Notwithstanding the provisions of the previous paragraph, Easthouse further reserves the right to claim compensation from the buyer for any losses it has suffered, costs, interest and similar payments.

Article 13 Force majeure

13.1 Easthouse shall not be required to comply with any obligation if prevented from doing so as a result of a circumstance that is beyond its control and cannot be for its account by virtue of the law or generally accepted views.

13.2 In the event of the period of force majeure lasting for longer than two months or being certain to continue for that period of time, either party shall be entitled to dissolve the current contract or contracts without being obliged to pay any compensation for damages to the other

party. In the event of a force majeure situation arising, the party affected shall inform the other party as such in writing, accompanied by the submission of documentary evidence.

Article 14 Intellectual property rights

14.1 Unless expressly otherwise agreed in writing, all intellectual property rights, including copyrights, model rights, patent rights, databank rights, trade name rights and trademark rights that are related to the products designed and/or manufactured and/or adapted products by Easthouse and its employees for the implementation of a contract or contracts and other products that are available shall be held by Easthouse, its licensors or its suppliers, irrespective of whether the buyer has paid for them.

14.2 If, contrary to the provisions of article 14.1, Easthouse is willing to agree to transfer a right of intellectual property or industrial property, that undertaking can only be given in writing and explicitly.

14.3 The buyer shall exclusively acquire the user rights and powers expressly assigned by these general terms and conditions and/or the law and/or which arise from the order or orders placed with Easthouse.

14.4 The buyer is not permitted to remove or to alter any indication of copyright, trademark right, trade name right or any other right of intellectual property from the products that have been made available to him, including indications concerning the confidential nature and confidentiality of the products that have been made available.

Article 15 Conversion

15.1 In the event of a provision of these general terms and conditions proving not to be legally valid, the remaining provisions shall remain fully applicable. Any invalid stipulations shall in that case be replaced by stipulations which, in view of the intention of the parties, shall approach as closely as possible the tenor of the invalid stipulation.

Article 16 Choice of forum and competent court

16.1 All offers, quotations, orders implemented or to be implemented and contracts between Easthouse and the buyer and negotiations in their regard shall be governed exclusively by Dutch law.

16.2 All disputes arising thereof shall be referred exclusively to the court with competent jurisdiction in the district of the place of establishment of Easthouse or, to be decided at the discretion of Easthouse, in accordance with the Arbitration Regulations of the Netherlands Arbitration Institute or by the court with competent jurisdiction in the buyer's place of establishment.

16.3 The provisions set forth above shall not affect the ability of the parties to decide under mutual consultation to have disputes adjudicated by means of mediation, a binding opinion or by arbitration.

Article 17 Translations

The general terms and conditions are available in the Dutch, German and English languages; the Dutch text shall be binding in the event of any differences in content or tenor.