

## GENERAL CONDITIONS OF SALE OF STN B.V.

a private company with limited liability, incorporated under the laws of the Netherlands, with its head office located at:  
Amerikaweg 4, 4561 PB Hulst, the Netherlands

### Article 1 – Applicability, Offer, Confirmation, Agreement

- 1.1 These terms and conditions of commercial sale (the “Terms and Conditions”) apply to and form an integral part of:
- (a) all quotations and offers (hereinafter both referred to as “Offer”) of STN B.V. (“STN”) to Buyer,
  - (b) all acceptances, acknowledgements or confirmations by STN (hereinafter all referred to as “Confirmation”) of any order of Buyer, including without limitation orders of Buyer resulting from any pricing- or other framework agreement between any Buyer and STN, unless explicitly agreed otherwise in writing between STN and Buyer,
  - (c) any agreement resulting from such Offer or Confirmation and
  - (d) any agreement incorporating these Terms and Condition by reference (both types of agreements referred to under (c) and (d) shall hereinafter be referred to as an “Agreement”) regarding the sale by STN and purchase by Buyer of goods (“Products”), unless STN explicitly agrees in writing to the exclusion hereof.
- 1.2 These Terms and Conditions shall constitute all of the terms and conditions of any Offer, Confirmation and Agreement between STN and Buyer relating to the sale by STN and purchase by Buyer of Products. Any terms and conditions set forth on any document or documents issued by Buyer either before or after issuance of any document by STN setting forth or referring to these Terms and Conditions are hereby explicitly rejected and disregarded by STN, and any such document shall be wholly inapplicable to any sale made by STN and shall not be binding in any way on STN. No Offer, Confirmation or Agreement constitutes an acceptance by STN of any other terms and conditions and STN does not intend to enter into an Agreement other than under these Terms and Conditions
- 1.3 Any Offer is expressly made conditional on Buyer’s assent to all of the terms contained in the Offer without deviation. Acceptance by Buyer of an Offer may be evidenced by (i) Buyer’s written or verbal assent or the written or verbal assent of any representative of Buyer, (ii) Buyer’s acceptance of delivery of the Products, or any such acceptance by any representative of Buyer, or (iii) other conduct by Buyer or any representative of Buyer consistent with acceptance of the Offer.
- 1.4 STN’s Offers are open for acceptance within the period stated by STN in the Offer or, when no period is stated, within thirty (30) days from the date of the Offer, but any Offer may be withdrawn or revoked by STN at any time prior to the receipt by STN of Buyer’s acceptance related thereto.
- 1.5 If STN receives an order from Buyer for the sale by STN and purchase by Buyer of Products and such order is not a response to an Offer by STN, or if STN receives an order or acceptance by Buyer which deviates from STN’s Offer, such order or acceptance, respectively, shall be deemed an offer from Buyer. This offer from Buyer shall first constitute an Agreement between STN and Buyer upon explicit Confirmation by STN itself.
- 1.6 An acceptance by Buyer of any Offer made by an order gatherer, liaison officer, agent or sales representative for STN shall first constitute an Agreement between STN and Buyer upon explicit Confirmation by STN itself. In this connection all employees, exclusive of the Board of Directors of STN and the employees who have been authorised in writing by the Board, according to the extract of the Commercial Register of the competent Chamber of Commerce and Industry, are to be considered as unauthorised personnel. Only STN can invoke the provisions in this paragraph. STN may assume that orders are only issued by duly authorised employees of the Buyer.
- 1.7 The provisions in this paragraph also apply to any amendments, additions or varying terms to orders already placed. Therefore, an amended order placed by the customer does not bind STN, unless such amended order has itself been confirmed in writing by STN.
- 1.8 For orders where, because of their nature or size, no Offer or Confirmation is sent, the Agreement is concluded at the moment STN actually begins to carry it out; in such cases the invoice will be considered as the Confirmation and at the same time is deemed to correctly and completely represent the Agreement.

### Article 2 – Prices

- 2.1 Prices in any Offer, Confirmation or Agreement are in euros, based on delivery Ex Works (Incoterms 2000) STN’s manufacturing facility in Hulst, the Netherlands, unless agreed otherwise in writing between Buyer and STN.
- 2.2 Prices do not include any taxes, duties or similar levies, now or hereafter enacted, applicable to the Products. STN will add taxes, duties and similar levies to the price where STN is required by law to pay or collect them and these will be paid by

Buyer together with the price.

- 2.3 The prices shall be without engagement in respect of any repeat orders and/or follow-up orders.
- 2.4 Unless agreed otherwise in writing, STN shall, if necessary and at STN's sole discretion, provide the products with the standard STN packing. Packing materials are not taken back by STN.

### **Article 3 – Payment**

- 3.1 Unless agreed otherwise between STN and Buyer in writing, STN may invoice Buyer for the price of the Products delivered upon delivery of the Products in accordance with the applicable Incoterm. Net payment is due within thirty (30) days of date of invoice unless agreed otherwise between STN and Buyer in writing. All payments shall be made to the designated STN address.
- 3.2 Interest will accrue on all late payments, at the rate of eighteen (18) per cent per annum or the applicable statutory rate according to article 6:119a of the Dutch Civil Code in conjunction with 6:120 paragraph 2 of said Code, whichever is higher and to the extent permitted by law, from the due date until payment in full. The date on STN's bank statement when payment is recorded as received applies as the date on which payment has occurred.
- 3.3 If STN deems it necessary to institute measures to recover sums due, Buyer shall be obliged to reimburse any internal administration costs incurred. Internal administration costs shall be set at five (5) per cent of the invoice amount. It shall be assumed that STN is obliged to institute collecting measures when payment by Buyer is outstanding for greater than the number of days than agreed upon.
- 3.4 If Buyer shall default in payment or timely payment, obliging STN to commence extrajudicial, legal or arbitration proceedings against Buyer, Buyer shall bear all expenses of any extrajudicial collection or of any litigation, including court costs and all attorney's fees incurred by STN.
- 3.5 All deliveries and performance of work agreed to by STN shall at all times be subject to credit approval of STN. If, in STN's judgment, Buyer's financial condition at any time does not justify production, performance of work or delivery on the above payment terms, STN may require full or partial payment in advance or other payment terms as condition for delivery, and STN may suspend, delay or cancel any credit, delivery or any other performance by STN.
- 3.6 Buyer shall not offset, withhold or reduce any payment(s) due by it to STN. The payment of fees and charges is a covenant of Buyer that is independent of the other covenants made by the parties hereunder.
- 3.7 If STN incurs exchange rate losses due to Buyer's failure to pay when payments are due, STN shall be entitled to equivalent compensation from Buyer for such losses.
- 3.8 In the event of any default by Buyer in the payment of any amount due, or any other default by Buyer, STN shall have the right to refuse performance of any work and delivery of any Product until payments are brought current and STN may suspend, delay or cancel any credit, delivery or any other performance by STN. Such right shall be in addition to, and not in lieu of, any other rights and remedies available under the Agreement or the law.
- 3.9 Any credit entries can only be made by STN's Board of Directors or authorised personnel as mentioned in article 1.6. Rights can only be derived from a credit entry if the credit note is provided with a signature of one of them.
- 3.10 If the invoice by way of exception is in foreign currencies STN shall nevertheless have the right to claim payment in euros, and this according to the price of the day on which the Agreement came about or, at STN's choice, according to that of the invoice date.
- 3.11 Complaints and questions regarding invoices must be notified to STN in writing and with the statement of the reasons and must be received by STN within 14 days of the invoice date, failing which Buyer shall be deemed to have approved the invoice.

### **Article 4 – Delivery, quantities**

- 4.1 Products shall be delivered Ex Works (Incoterms 2000) STN's manufacturing facility in Hulst, the Netherlands, unless otherwise agreed in writing between STN and Buyer.
- 4.2 Delivery dates communicated or acknowledged by STN are approximate only. STN agrees to use commercially reasonable efforts to meet the delivery dates communicated or acknowledged by it. Failure to meet delivery dates shall not constitute grounds for a claim for compensation or damages, non-payment of previous orders, or cancellation of the affected order or

previous or after order(s).

- 4.3 The delivery time is extended with the time during which the Buyer remains negligent to observe any obligation of payment or any other obligation resulting from the order or from any previous or after order, including but not limited to the obligation to provide to STN all necessary order and delivery information sufficiently prior to the agreed delivery date.
- 4.4 In case other circumstances arise than those known to STN at the moment STN determined the time of delivery, STN is entitled to extend the delivery period needed to deliver the Products under these circumstances.
- 4.5 In the event Buyer contests delivery, Buyer must request a proof of delivery from STN within ninety (90) days of the date of STN's invoice, otherwise delivery shall be deemed completed.
- 4.6 Buyer will give STN written notice of failure to deliver and thirty (30) days within which to cure. If STN does not cure within thirty (30) days, Buyer's sole and exclusive remedy is to cancel the affected and undelivered portions of the Agreement.
- 4.7 Risk of loss in the Products shall pass to Buyer upon STN's delivery in accordance with the applicable Incoterm.
- 4.8 If Buyer fails to take delivery, then STN may deliver the Products in consignment at Buyer's costs, expenses and risk.
- 4.9 In the event of shortages STN may allocate its available production and Products, in its sole discretion, among its Buyers and as a result may sell and deliver to Buyer fewer Products than specified in STN's Offer, Confirmation or Agreement, as the case may be.
- 4.10 No order, Agreement or any part thereof may be rescheduled or cancelled without STN's prior written consent.

#### **Article 5 – Retention of title**

- 5.1 After delivery of a specific order, the Products shall remain the property of STN until such time STN has received full payment: (a) for the Products supplied concerning this specific order, or previous or after orders, and (b) of claims arising from the non-performance by Buyer of any orders, such as damages, penalties, interest and costs.
- 5.2 The mere fact that STN does not have, or does not have anymore, any claim to Buyer at a certain date shall not bar the validity of the continuation of STN's retention of title if STN will have a claim against Buyer at a later date.
- 5.3 In case of any amounts due and payable, the Buyer shall enable STN forthwith to regain possession of the Products supplied by STN, without any prior notice of default or judicial intervention being required for that purpose. In anticipation of the event that Buyer should fail to fulfil any of its obligations (of payment or otherwise) to STN, and without prejudice of any of STN's rights, STN is hereby given irrevocable authorisation by Buyer to recover possession of the Products forthwith upon STN's demand, without any prior notice or judicial intervention being required for that purpose.
- 5.4 Prior to the date of acquiring the property of the Products, Buyer shall not be entitled to dispose of the Products or to use the same as collateral for any loan or to pledge the same as security for any debt or mortgage the same or otherwise to transfer or assign the same to any third party. However, the Products may be used by Buyer in the normal course of its business.
- 5.5 Buyer is obliged to immediately inform STN in writing in the event that third parties (may) enforce any claims upon any of the Products which are subject to STN's retention of title.
- 5.6 Every payment STN receives from Buyer shall be applied first of all towards the discharge of the debts owed to STN by Buyer in respect of which no reservation of ownership in the terms of this article 5 is in force.

#### **Article 6 – Force majeure**

- 6.1 STN shall not be liable for any failure or delay in performance if (i) such failure or delay results from the fact that STN's manufacturing volume of the Products concerned is lower than anticipated due to interruptions in the manufacturing process; or (ii) such failure or delay does not result from its fault; or (iii) such failure or delay is caused by Force Majeure as defined below or by law. In case of such a non-attributable failure, the performance of the relevant part(s) of the Agreement will be suspended for the period such non-attributable failure continues, without STN being responsible or liable to Buyer for any damage resulting there from.
- 6.2 The expression "Force Majeure" shall mean and include any circumstances or occurrences beyond STN's reasonable control – whether or not foreseeable at the time of the Offer, Confirmation or Agreement – as a result of which STN cannot reasonably be required to execute its obligations. Such circumstances or occurrences include but are not restricted to: acts of God, war,

civil war, insurrections, strikes, fires, floods, earthquakes, labor disputes, epidemics, governmental regulations and/or similar acts, freight embargoes, non-availability of any permits, licenses and/or authorizations required, defaults or delays of suppliers or subcontractors and/or inability or impracticability to secure transportation, facilities, fuel, energy, labor, materials or components.

- 6.3 In the event that the Force Majeure extends for a period of three (3) consecutive months (or in the event that the delay is reasonably expected by STN to extend for a period of three (3) consecutive months), STN shall be entitled to cancel all or any part of the Agreement without any liability of STN towards Buyer. In the event STN's production is curtailed, for any reason, STN shall have the right to allocate its available production and Products, in its sole discretion, among its various customers and as a result may sell and deliver to Buyer fewer Products than specified in STN's Offer, Confirmation or Agreement, as the case may be.

#### **Article 7 – Warranty**

- 7.1 STN warrants that the Product sold and provided by STN is free from all defects or manufacturing or operating flaws, regardless of whether said defects and flaws result from a design fault, defective raw materials or improper performance, under the conditions and within the limits specified below.
- 7.2 The warranty is only applicable if Buyer has complied with the General Conditions and, in particular, with the payment conditions.
- 7.3 Where Products are incorporated by Buyer, or by a third party, into any unit whatsoever, Buyer and third party are solely liable for the resulting adaptation, choice and adequacy. The warranty is, in particular, not granted in the event of a flaw in the assembly, adaptation, design, relation and operating of the unit or the parts of the unit thus created.
- 7.4 The duration of the warranty is one year from the date the Product is made available to Buyer.
- 7.5 STN's obligation to provide a warranty may only apply if proves that the defect became apparent under the normal conditions of use provided for the type of supply concerned, or indicated by Buyer in writing, and in the course of normal use. Said warranty obligation does not apply in the event of improper storage and in the event of a fault by the user, negligence, imprudence, lack of surveillance or upkeep, non-compliance with recommendations or instructions for use, or use of fluid of insufficient quality. Buyer is exempt from liability as regards all damage caused by losses of fluids or leaks. No warranties shall apply for deteriorations, replacements or repairs that result from normal use of the Product.
- 7.6 The warranty is limited to the obligation to recondition the Product and parts supplied by STN and which have been acknowledged as defective by STN and which have been provided to STN, at Buyer's expense and as quickly as possible. During the warranty period, Buyer shall remain responsible for and shall bear the cost of the transfer costs of the defective Product or of the replaced or repaired Product, the travelling and subsistence expenses of STN's technicians.
- 7.7 In order to claim the benefit of the warranty, Buyer must inform STN within 5 (five) working days after date of arrival at Buyers address, in writing, of the defects Buyer is attributing to STN's Product, and provide all justifications as to the reality thereof. Buyer must give STN every opportunity to record the defects and to resolve them. The warranty shall not apply if the Product is not returned to STN in the condition in which the equipment broke down, or, if the Product was previously unsealed, dismantled, repaired or modified by a third party or Buyer. After having been duly informed of the defect in its Product, STN shall resolve said defect as quickly as possible, and shall reserve the right, where applicable, to modify all or part of the Product, or to replace the Product, at STN's discretion, so as to be able to comply with its obligations.

#### **Article 8 – Limitation of liability**

- 8.1 STN shall not be liable to Buyer for any lost profits or lost savings, indirect, incidental, punitive, special or consequential damages whether or not such damages are based on tort, warranty, contract or any other legal theory – even if STN or Buyer has been advised, or is aware, of the possibility of such damages. In no event shall STN be liable for any damage, costs or expenses associated with warranty or intellectual property infringement claims whether for the replacement or repair of Products, including labor, installation or other costs incurred by Buyer and, in particular, any costs related to the removal or replacement of any Products soldered or otherwise permanently affixed to any apparatuses of Buyer, excess procurement costs, or rework charges.
- 8.2 STN's aggregate and cumulative liability towards Buyer under any agreements regarding sale by STN and purchase by Buyer between STN and Buyer and resulting from any event(s) occurring during a calendar year and for any series of events triggered by the same cause started during a calendar year, shall not exceed the amount actually received by STN for the specific Product(s) giving rise to the alleged liability, with a maximum of 500,000 (five hundred thousand) euros.

- 8.3 Without limiting the remaining provisions of this Article 8, STN shall not be liable for any loss, damages and/or expenses that occur as a direct or indirect result of fraud, gross negligence and malicious intent of personnel and third parties that STN makes or made use of.
- 8.4 Without limiting the remaining provisions of this article 8, STN shall not be liable for a defect in the Products supplied, if, on the basis of the scientific and technical knowledge at the moment upon which STN released the products, it was not reasonably possible to discover the existence of the defect.
- 8.5 Any claim of Buyer for damages must be brought by Buyer within ninety (90) days of the date of the event giving rise to any such claim, and any lawsuit relative to any such claim must be filed within one (1) year of the date of the claim. Any claims that have been brought or filed in conflict with the preceding sentence are null and void.
- 8.6 The limitations and exclusions set forth above in this Article 8 shall only apply to the extent permitted by applicable mandatory law.

#### **Article 9 – Intellectual property rights**

- 9.1 Buyer acknowledges that STN is the sole owner of the respective patents, know-how, copyrights, trade names, domain names, slogans, labels affixed by STN to the Products, trademarks, service marks, neighbouring rights, logos, word marks and design marks and other intellectual property rights that STN uses in connection with its business, Products and services or that STN otherwise claims (“STN IPR”).
- 9.2 Buyer acknowledges that STN shall retain the sole ownership of the STN IPR throughout the world and that STN is authorised to enforce these STN IPR in and outside the region where Buyer uses the Product. Buyer shall refrain from anything inconsistent with such ownership, in particular, but without limitation:
- a) Buyer shall not attack the validity of any of the STN IPR or the ownership rights of STN in and to the STN IPR; and
  - b) Buyer shall not use the STN IPR or any variation thereof, in connection with any product which has not been supplied by STN to Buyer; and
  - c) Buyer shall not be permitted to issue sub-licences or to allow unlicensed manufacture of STN's Products; and
  - d) Buyer shall not use, under whatever circumstance, any of the STN IPR as part of its business name and is not allowed to remove or to change any brand name or symbol of STN on the Products;
  - e) Buyer shall neither register, nor have registered, any of the STN IPR (or which IPR are similar to those of STN or which creates the danger of association), in the region where it uses the Product or elsewhere; and
  - f) Buyer shall not be permitted to alter or modify the Product, its packaging and the instructions how to use the Products; and
  - g) Buyer shall not remove, cover, change, or add to the labels affixed by STN to the products; and
  - h) Buyer shall not use drawings, technical documents or other technical information for any other purpose than for the use of the Products by Buyer itself; they may not be otherwise used or copied, reproduced, transmitted and/or passed to a third party; they have to be returned immediately at STN's request; STN shall retain sole ownership of all drawings and technical and commercial documents relating to the Product, their manufacture or their use which have been passed by STN to Buyer, including all STN IPR related to it.
- 9.3 STN shall decide alone whether to object to possible infringements of STN IPR. Expenses borne in connection with such objection and any steps taken to protect the STN IPR shall be borne by STN and any sums recovered shall correspondingly be due to STN. However, Buyer shall be obliged, in cooperation with STN and following STN's instruction, to object to the infringement by the third party and/or to take steps to protect the STN IPR, and to render all assistance in connection herewith.
- 9.4 Subject to the provisions set forth herein, the sale by STN of a Product implies the non-exclusive and non-transferable license to Buyer under any of STN IPR (1) to use the Products as sold by STN to Buyer, as well as (2) to use apparatuses manufactured by or on behalf of Buyer that include one or more of such Products as supplied by STN (“Buyer's Products”), but such license under (2) is only granted if and to the extent infringement of STN IPR necessarily results from applying one or more of such Products.
- 9.5 To the extent that software and/or documentation is embedded in a Product, the sale of such Product shall not constitute the transfer of ownership rights or title in such software and/or documentation to Buyer, but, subject to the provisions set forth herein, shall only imply a non-exclusive and non-transferable license to Buyer under STN IPR (1) to use such software and/or documentation in conjunction with and as embedded in the Products as supplied by STN (the “STN Product”), and (2) to use such STN Product in or in conjunction with Buyer's Products, if and to the extent infringement of STN IPR necessarily results from applying one or more of such STN Products.

- 9.6 If Buyer uses STN's Product known as DirectQAM® in any of his own products Buyer shall visibly affix on the outside of said product the "DirectQAM® inside" tag, to be provided by STN.
- 9.7 If STN in connection with the sale of Products would supply any software and/or documentation to Buyer that is not embedded in the Product but that is intended for use in or in conjunction with such Product, and such software and/or documentation is not subject to a separate license agreement, such sale of Products implies, subject to the provisions set forth herein, the non-exclusive and non-transferable license to Buyer under STN IPR:
- a. to use said software and/or documentation in conjunction with the Products as supplied by STN and of which STN has identified in writing that such software and/or documentation can be used in or in conjunction with such Products, as required to enable Buyer to make the normal and intended use of Buyer's Products; and
  - b. to make and distribute copies of the software and/or documentation, either in electronic or hardcopy format, only as shall be reasonably necessary to enable Buyer to make the normal and intended use of Buyer's Products.
- 9.8 STN hereby represents and warrants that STN is the owner of the Products and STN IPR related thereto or otherwise has the right to grant to the rights set forth in this Agreement. As the sole remedy for Buyer, in the event any breach or threatened breach of the foregoing representation and warranty, STN shall, at its option, either:
- (a) procure, at STN's expense, the Product and the right to use it,
  - (b) replace the Product, or any part thereof that is in breach, with a Product of comparable functionality that does not cause any breach, or
  - (c) refund to Buyer the full amount of any fees paid by Buyer to STN for the relevant Product(s), with no further liability.
- 9.9 If an STN IPR infringement action is commenced or threatened against STN so as to any Product and STN, as a result, chooses to discontinue the sale of the Product in any region where Buyer uses this product, Buyer shall discontinue the use of said product in this region immediately upon receipt of a written notice from STN.
- 9.10 STN shall indemnify Buyer from and against any loss, damage, liability or expense (including, but not limited to reasonable attorney's fees) incurred by or awarded against Buyer, to the extent that it is based upon a claim that the Product, as provided by STN to Buyer under this Agreement and used within the scope of this Agreement, infringes any Netherlands patent or copyright, or incorporates any misappropriated trade secrets. STN's obligations to Buyer under this Article 9.9 shall only be valid provided that Buyer (a) promptly notifies STN in writing of the claim; (b) grants STN sole control of the defense and settlement of the claim, provided that STN will not settle a pending matter without first notifying Buyer; and (c) provides STN with all assistance, information and authority required for the defense and settlement of the claim.
- 9.11 STN shall have no indemnification obligation for any claim of infringement or misappropriation to the extent that it results in whole or part from: (a) modification to the Product made by a party other than STN; (b) failure of Buyer to use an updated or modified Product provided by STN to avoid a claim of infringement or misappropriation; (c) combination of the Product with other systems, products, processes or materials to the extent that such claim would have been avoided without such combination use of the Product; or (d) compliance by STN with designs, plans or specifications furnished by or on behalf of Buyer.
- 9.12 Buyer shall indemnify STN from and against any loss, damage, liability or expense (including, but not limited to all attorney's fees) incurred by or awarded against STN, to the extent that it is based upon a claim that Buyer's products, systems, materials or software, infringe any property rights or incorporate any misappropriated trade secrets. Buyer's obligations to STN under this Article 9.11 shall only be valid provided that STN: (a) promptly notifies Buyer in writing of the claim; (b) grants Buyer sole control of the defense and settlement of the claim; and (c) provides Buyer with all assistance, information and authority required for the defense and settlement of the claim.
- 9.13 The foregoing states STN's entire liability and obligation to Buyer and Buyer's sole remedy with respect to any actual or alleged infringement of any intellectual property rights of any kind.

#### **Article 10 – Confidentiality**

- 10.1 Buyer acknowledges that all technical, commercial and financial data disclosed to Buyer by STN is the confidential information of STN. Buyer shall not disclose any such confidential information to any third party and shall not use any such confidential information for any purpose other than as agreed by the parties and in conformance with the purchase transaction contemplated herein.

#### **Article 11– Compliance with laws**

- 11.1 Each party hereto represents that it is duly authorized to enter into the Agreement and represents that with respect to its performance hereunder, it will comply with all applicable federal, state and local laws, including export or import controls or

restrictions.

- 11.2 If the delivery of Products under the Agreement is subject to the granting of an export or import license by a government and/or any governmental authority under any applicable law or regulation, or otherwise restricted or prohibited due to export or import control laws or regulations, STN may suspend its obligations and Buyer's rights regarding such delivery until such license is granted or for the duration of such restriction and/or prohibition, respectively, and STN may even terminate the Agreement, without incurring any liability towards Buyer. By accepting STN's Offer, entering into any Agreement and/or accepting any Products, Buyer agrees that it will not deal with the Products and/or documentation related thereto in violation of any applicable export or import control laws and regulations.

#### **Article 12 – Assignment and setoff**

- 12.1 Buyer is not allowed to assign or transfer the Agreement or any rights or obligations under the Agreement without the prior written consent of STN. Buyer hereby waives any and all rights to offset existing and future claims against any payments due for Products sold under the Agreement or under any other agreement that Buyer and STN may have and agrees to pay the amounts hereunder regardless of any claimed offset which may be asserted by Buyer or on its behalf. STN has the right to assign and transfer any rights or obligations under the Agreement without Buyer's consent.

#### **Article 13 – Governing law and forum**

- 13.1 Offers, Confirmations and Agreements are governed by and construed in accordance with the laws of the Netherlands.
- 13.2 All disputes arising out of or in connection with any Offer, Confirmation or Agreement shall first be attempted by Buyer and STN to be settled through consultation and negotiation in good faith and a spirit of mutual cooperation. All disputes that are not so settled within a period of thirty (30) days from the date the relevant dispute first arose may be submitted to the courts of Middelburg, the Netherlands, provided that STN shall always be permitted to bring any action or proceedings against Buyer in any other court of competent jurisdiction.
- 13.3 The United Nations Convention on Contracts for the International Sale of Goods shall not apply to any Offer, Confirmation or Agreement, nor any other international regulation the exclusion of which is permissible.
- 13.4 Nothing in this Article 13 shall be construed or interpreted as a limitation on either STN's right under applicable law for injunctive or other equitable relief or to take any action to safeguard its possibility to have recourse on the other party.

#### **Article 14 – Breach and termination**

- 14.1 Without prejudice to any rights or remedies STN may have under the Agreement or at law, STN may, by written notice to Buyer, terminate with immediate effect the Agreement, or any part thereof, without any liability whatsoever, if:
- (i) Buyer fails to make payment for any Products to STN when due;
  - (ii) Buyer fails to accept Products supplied hereunder;
  - (iii) any proceedings in insolvency, bankruptcy (including reorganization) liquidation or winding up are instituted against Buyer, whether filed or instituted by Buyer, voluntary or involuntary, a trustee or receiver is appointed over Buyer, or any assignment is made for the benefit of creditors of Buyer; or
  - (iv) Buyer violates or breaches any of the provisions of these Terms and Conditions and/or the Agreement.
- 14.2 Upon occurrence of any of the events referred to in article 14.1 under (i) through (iv), all payments to be made by Buyer under the Agreement shall become immediately due and payable.
- 14.3 In the event of cancellation, termination or expiration of any Agreement the terms and conditions destined to survive such cancellation, termination or expiration, which shall include without limitation Article 7, 8, 9 and 10 shall survive.

#### **Article 15 – Changes in Product, Discontinuation of Product**

- 15.1 STN reserves the right to make at any time Product and/or production changes.
- 15.2 STN reserves the right to discontinue manufacturing and sale of Products at any time. If however at any time during the term of an Agreement under which STN sells and Buyer purchases Products on a regular basis, such regularly sold and purchased Products are to be permanently discontinued ("Discontinued Product"), STN shall use its reasonable commercial efforts to give Buyer prior written notice of such discontinuance and shall use reasonable commercial efforts to accept last-time-buy orders for such Discontinued Product.

#### **Article 16 – Severability**

16.1 Any provision of an Offer, Confirmation or Agreement which is finally determined to be invalid or unenforceable in any jurisdiction shall be ineffective only to the extent of such invalidity or unenforceability, without invalidating or rendering unenforceable the remaining provisions, and any invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. A legally invalid provision shall be replaced by an alternative valid provision which approximates as closely as possible in nature and scope to the legally invalid provision, on the terms of which parties shall consult further, if necessary.

#### **Article 17 – Waiver**

17.1 The failure on the part of STN to exercise, or any delay in exercising, any right or remedy arising from any Offer, Confirmation or Agreement shall not operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy arising there from preclude any other or future exercise thereof or the exercise of any other right or remedy arising from any Offer, Confirmation or Agreement or from any related document or by law.

#### **Article 18 – Notices**

18.1 All notices and communications to be given under this Agreement shall be in writing and shall be deemed delivered upon hand delivery, confirmed facsimile communication, or three (3) days after deposit in the mail of the home country of the party, postage prepaid, by certified, registered, first class or equivalent mail, addressed to the parties at their addresses set forth on the Offer, Confirmations and/or Agreements.

#### **Article 19 – Attorney's fees**

19.1 Should a dispute arise from the subject matter of any Offer, Confirmation or Agreement, the prevailing party in any resulting litigation shall be reimbursed by the other party for any and all reasonable attorneys' fees and expenses incurred, unless otherwise provided in this Agreement.

#### **Article 20 – Relationship of parties**

20.1 The Parties hereto intend to establish a relationship of buyer and seller and as such are independent contractors with neither party having authority as an agent or legal representative of the other to create any obligation, express or implied, on behalf of the other.

#### **Article 21 – Modifications and changes**

21.1 STN reserves the right to make any amendments or changes to these Terms and Conditions at any time. Such amendments, modifications and changes shall have effect (1) to all Offers, Confirmations and Agreements referring to such amended or modified Terms and Conditions as from the date of such Offer, Confirmation or Agreement, and (2) to any existing Agreement thirty (30) days from notification of such amendments or modifications by STN to Buyer, unless Buyer has notified STN within such 30 days period that it objects thereto.