

## GENERAL CONDITIONS OF SALE FOR GOODS AND SERVICES

### Article 1. Applicability

These general conditions of sale (these “**Terms**”) are the only terms which govern the sale of goods (incl. equipment, machinery, materials, consumables (collectively, “**goods**”) and services (“**Services**”) by Nijl Aircraft Docking 2.0 (“**NAD**”) to the buyer named on the signature line of these terms (“**Buyer**”). Any provisions or conditions of Buyer’s order which are in any way inconsistent with, or in addition to these Terms shall not be binding on Seller, and shall not be applicable, except with Seller’s written acceptance.

The accompanying quotation (“the **Sales Confirmation**”) and these Terms (collectively, this “**Agreement**”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations, warranties and communications, both in written and oral. These Terms prevail over any of Buyer’s general conditions of purchase regardless whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer’s order does not constitute acceptance of any of Buyer’s terms and conditions and does not serve to modify or amend these Terms.

Notwithstanding anything to the contrary contained in this Agreement, Seller may, from time to time change the Services without the consent of Buyer provided that such changes do not materially affect the nature or scope of the Services, or the fees or any performance dates set forth in the Sales Confirmation.

### Article 2. Delivery of Goods and Performance of Services

- The goods will be shipped within a reasonable time frame after the receipt of the Buyer’s

purchase order. Seller shall not be liable for any delays, loss or damage in transit.

- Unless otherwise agreed in writing between both parties, Seller shall have the goods ready for shipment, FCA (the “**Delivery point**”) according Incoterm 2010, using Seller’s standard shipping standards for packing and marking. Buyer shall take delivery of the goods within 10 days of Seller’s written notice that the Goods have been shipped to the Delivery Point. Buyer shall be responsible for all loading costs and provide equipment and labor reasonably suited for receipt of the Goods at the Delivery Point.
- Seller may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer’s purchase order.
- If for any reason Buyer fails to accept the delivery of any of the Goods on the date fixed pursuant to Seller’s notice that the Goods have been delivered at the delivery Point, or if Seller is unable to deliver the Goods at the delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations:
  - risk of loss to the Goods shall pass to Buyer
  - the Goods shall be deemed to have been delivered
  - Seller, at its opinion, may store the Goods until Buyer will pick up
 Whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
- Seller shall use commercially reasonable efforts to meet any performance date to render the Services specified in the Sales Confirmation, and any such dates shall be estimated only.
- With respect to Services, Buyer shall:

- Cooperate with Seller in all matters relating to the services and provide such access to Buyer’s premises, and such office accommodation and other facilities as may reasonable by requested by seller, for the purposes of performing the Services.
- Respond promptly to any Seller request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Seller to perform Services in accordance with the requirements of this Agreement.
- Provide such customer materials or information as seller may reasonably request to carry out the Services in a timely manner and ensure that such customer materials or information are complete and accurate in all materials respects
- Obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the services before the date on which the services are to start.
- Any and all data books, instructions, operating manuals and specifications documents will be provided by seller in English as an electronic format free of charge. Bound versions may be provided at Buyer’s request, subject to additional changes. Any additional costs will apply for other languages.

### Article 3. Non-Delivery

- The quantity of any installment of Goods as recorded by Seller on dispatch from Seller’s place of business is conclusive evidence of the quantity received by Buyer on delivery unless Buyer can provide conclusive evidence proving the contrary.
- Seller shall not be liable for any non-delivery of Goods (even caused by Seller’s negligence) unless Buyer gives written notice to Seller of the non-

delivery within ten (10) days of the date when the Goods would be in the ordinary course of events have been received.

- Any liability of seller for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time of adjusting the invoice respecting such Goods to reflect the actual quantity delivered.

#### Article 4. Shipping Terms

Delivery of the Goods shall be made FCA Seller's named location acc. Incoterms 2010.

#### Article 5. Title and Risk of Loss.

Title and risk of loss shall pass to Buyer FCA Seller's named location or unless otherwise defined. As collateral security for the payment of the Goods, Buyer hereby grants to seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Goods, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Uniform Commercial Code.

#### Article 6. Buyer's Acts or Omissions.

If Seller's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its Agents, subcontractors, consultants or employees, Seller shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.

#### Article 7. Inspection and Rejection of Nonconforming Goods.

- Buyer shall inspect the Goods within (10) days of receipt ("**Inspection Period**"). Buyer will be deemed to have accepted the Goods unless its promptly notifies Seller in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Seller. "**Nonconforming Goods**"

means only the following:

- The product shipped is different than identified in Buyer's Purchase Order.
- Product's label or packaging incorrectly identifies its contents.
- If Buyer timely notifies Seller of any Nonconforming Goods, Seller shall, in its sole direction:
  - Replace such Nonconforming Goods with conforming Goods, or
  - Credit or refund the Price for such Nonconforming Goods, together with a reasonable shipping and handling expenses incurred by Buyer in connection therewith.

Buyer shall ship, at its expenses and risk of loss, the Nonconforming Goods to Seller's facility. If Seller exercises its option to replace the Nonconforming Goods, Seller shall, after receiving Buyer's shipment of Nonconforming Goods ship to Buyer, at Buyer's expense and risk of loss, the replaced Goods to the delivery Point.

- Buyer acknowledges and agreed that the remedies set forth above are Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided listed above, all sales of Goods to Buyer are made on a one way basis and Buyer has no right to return the Goods purchased under this Agreement to Seller.

#### Article 8. Price.

- Buyer shall purchase the Goods and Services from Seller at the prices ("**Prices**") set forth in Seller's quotation or bid. Prices may be increased by Seller before delivery of the Goods to a carrier for shipment to Buyer, due to Seller's increased costs of supply. In such event, these Terms shall be construed as if the increased price were originally inserted herein, and Buyer shall be billed by seller on the basis of such increased prices. All prices are FCA Seller's named location according Incoterms 2010, unless otherwise agreed.
- Buyer agrees to reimburse Seller for a reasonable travel and out of pocket expenses incurred by Seller in connection with the performance of the Services.
- All prices are in Euro's and exclusive of all taxes, duties and charges of any kind imposed by any Governmental Authority on any amounts payable by Buyer. Buyer shall be responsible for all such charges, costs and taxes; provided that, Buyer shall not be responsible for any taxes imposed on, or with respect to, Seller's income, revenues, gross receipts, personnel or real or personnel property or other assets.

#### Article 9. Payment terms.

- Buyer shall pay all invoiced amounts due to seller within Thirty (30) days from the date of Seller's invoice. Buyer shall make all payments in Euro's.
- Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month of the highest rate permissible under the applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, reasonable attorney's fees. In addition to all other remedies available under

these Terms or at Law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Goods or performance of any Services if Buyer fails to pay any amounts when due to hereunder and such failure continues for ten (10) days following written notice thereof.

- Buyer shall not withhold any payment of any amounts due and payable by reason of any set-off any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

**Article 10. Suspension and Cancellation.**

- No cancellation of an order or any portion of an order by Buyer will be effective unless accepted by seller in writing. Accepted cancellations will be subject to a charge to cover all costs and expenses incurred by Seller through the date of cancellation, plus reasonable cancellation costs and a reasonable profit margin on the completed work.
- In the event Buyer suspends Seller's performance of work, Buyer shall reimburse Seller for all costs incurred by Seller as a result of the suspension, including, without limitation, all borrowing and opportunity costs. In the event a suspension exceeds 180 days in duration, in addition to being entitled to full reimbursement of costs, Seller shall have the unqualified right to cancel the unfinished portion of the order without liability.

**Article 11. Limited warranty.**

- Seller warrants to Buyer that for a period of the lesser of twelve (12) months from the date of:
  - The Goods have been taken into use; or
  - A trial run has been found successful; or
  - The Final Acceptance Certificate has been issued; or

- Maximum thirteen (13) months after delivery of the goods
- No warranty obligation will be enforceable by the Buyer until Seller has received full payment

That such goods will materially conform to the specifications set forth in Buyer's order and will be free from material defects in material and workmanship.

- Seller warrants to Buyer that it shall perform the services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.
- Any performance guarantee of seller relating to the Goods with regard to compliance with any governmental specifications, including, without limitation, are specifically limited to the time of commissioning or start-up of the Goods in question. It's the Buyer's responsibility to properly maintain the Goods, monitor system performance and take corrective actions.
- Seller shall not be liable for breach of the warranties as set forth above unless:
  - Buyer gives written notice of the defective Goods or Services, as the case may be, reasonably described, to Seller within ten (10) days of the time when Buyer discovers or ought to have discovered the defect;
  - If applicable, Seller will be given reasonable opportunity after receiving the notice of breach of the warranty set forth above to examine such Goods and Buyer (if requested to do so by Seller) returns such Goods to seller's place of business at Seller's costs for the examination to take place there, and;
  - Seller's reasonably verifies Buyer's claim that the

Goods or Services are defective.

- Seller shall not be liable for a breach of the warranty set forth above if:
  - Buyer makes any further use of such Goods after giving such notice;
  - The defect arises because Buyer failed to follow Seller's instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or
  - Buyer alters or repairs such Goods without prior written consent of Seller.
- With respect to any such Goods during the Warranty period, Seller shall, in its sole discretion, either
  - Repair or replace the Goods (or the defective part);
  - Credit or refund the price of the Goods.

Buyer shall, at Seller's expense, return such Goods to seller. All costs of dismantling, reinstallation and freight, and the time and expenses of seller's personnel for site travel, and diagnosis onsite under this warranty shall be borne by Buyer.
- With respect to any Services subject to a claim under the warranty as set forth above, Seller shall, in its sole discretion:
  - Repair or re-perform the applicable services or
  - Credit or refund the price of such Services

**Article 12. Intellectual Property Rights.**

- Buyer acknowledges and agrees that:
  - Any and all seller's intellectual property rights are the sole and exclusive property of Seller or its licensors;
  - Buyer shall not acquire any ownership interest in any of Seller's intellectual property rights under this Agreement;
  - Any goodwill derived from the use by Buyer of seller's intellectual property rights

inures to the benefit of seller or its licensors, as the case may be;

- If Buyer acquires any intellectual property rights, rights in or relating to any Goods (including any rights in any trademarks, derivative works or patent improvements relating thereto) by operation of law, or otherwise, such rights are deemed and are hereby irrevocably assigned to seller or its licensors, as the case may be, without further action by either of the parties; and
- Buyer shall use seller's intellectual property rights solely for purposes of using the Goods under this Agreement and only in accordance with this Agreement and the instruction of the Seller.
- Buyer shall not:
  - Take any action that interferes with any of Seller's rights in or to Seller's intellectual property rights including Seller's ownership or exercise thereof;
  - Challenge any right, title or interest of seller in or to Seller's intellectual property rights;
  - Make any claim or take any action and adverse to seller's similar to Seller's trademarks or that incorporates Seller's trademarks.

**Article 13. Seller's Intellectual Property Indemnification.**

- Seller shall indemnify, defend and hold harmless Buyer from and against all losses awarded against Buyer in a final non-appealable judgment arising out of any claim of a third party alleging that any of the Goods or Buyer receipt or use thereof infringes any intellectual property right of a third party.
- If the Goods, or any part of the Goods, becomes, or in Seller's opinion is likely to become, subject to a claim of a third

party that qualifies for intellectual property indemnification, Seller shall, at its sole and expense, notify Buyer in writing to cease using all or part of the Goods, in which case Buyer shall immediately cease all such use Goods on receipt of Seller's notice.

- Seller is not obligated to indemnify or defend Buyer against any claim (direct or indirect). If such claim or corresponding losses arise out of or result from, in whole or in part:
  - Buyer's marketing, advertising, promotion or sale or any product containing the Goods;
  - Use for the Goods in combination with any products, materials or equipment supplied to Buyer by a person other than Seller or its authorized representatives, if the infringement would have been avoided by the use of the Goods not so combined; or
  - Any modifications or changes made to the Goods by or on behalf of any person other than Seller or its representatives, if the infringement would have been avoided without such modification or change,

**Article 14. Limitation of Liability.**

- Seller shall not be liable to Buyer or any third party for any loss of use, revenue or profit or loss of data or any consequential, indirect, incidental, special, exemplary, or punitive damages whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damages were foreseeable and whether or not seller has been advised of the possibility of such damages, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

- In no event shall seller's aggregate liability arising out of or related to this agreement, whether arising out of or related to breach of contract tort (including negligence) or otherwise, exceed the total of the amounts paid to Seller for the goods and services sold hereunder, the limitation of liability provisions set forth in this section shall apply even if Buyer remedies under this agreement fail of their essential purpose.
- The limitation of liability shall not apply to:
  - Liability resulting from seller's gross negligence or willful misconduct; or
  - Death or bodily injury to the extent resulting from seller's negligent acts or omissions.

**Article 15. Disputes and applicable Law.**

- All disputes arising out or in connection with this Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce located in the Netherlands.
- The Agreement shall be governed by the law of the Netherlands.
- Anti-Bribery Covenant: Without limitation, Buyer shall comply with the FCPA and the Bribery Act. Incl. maintaining and complying with all policies and procedures to ensure compliance with these Acts.

**Article 16. Termination.**

- Seller may terminate this Agreement with immediate effect upon written notice to Buyer, if Buyer:
  - Fails to pay any amount when due under this Agreement and such failure continues for ten (10) days after Buyer's receipt of written notice of non-payment;
  - Has not otherwise performed or complied with any of these Terms, in whole or in part;

- Becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

**Article 17. Waivers.**

No waiver by seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by seller. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof of the exercise of any other right, remedy, power or privilege.

**Article 18. Confidential Information.**

All non-public, confidential or proprietary information of Seller, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller to Buyer, whether disclosed verbally or written, electronic or other form or media, and whether or not marked, designated or otherwise identified as “ confidential” in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller’s request, Buyer shall promptly return all documents and other materials received from Seller. This article does not apply to information that is:

- In the public domain;

- Known to Buyer at the time of disclosure
- Rightfully obtained by Buyer on a non-confidential basis from a third party.

**Article 19. Force Majeure.**

Seller shall not be liable or responsible to Buyer, nor to be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from act or circumstances beyond the reasonable control of seller including, without limitation, act of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or civil unrest, national emergency, evolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party’s workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

**Article 20. Assignment.**

Buyer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Seller. Any purported assignment or delegation in violation of this clause is null and void. No assignment or delegation relieved Buyer of any of its obligations under this Agreement.