

GENERAL TERMS AND CONDITIONS OF URBAN MOBILITY SYSTEMS B.V.

having its registered office at Galliërsweg 16 - 18 in (5349 AT) OSS (NL) and registered with the Chamber of Commerce under number 67299008

ARTICLE 1. DEFINITIONS

In these General Terms and Conditions, the following terms have the following meaning, unless expressly stated otherwise:

1. **UMS:** contractor, the private limited company URBAN MOBILITY SYSTEMS B.V., having its registered office at Galliërsweg 16 - 18 in (5349 AT) OSS, registered with the Chamber of Commerce under number 67299008.
2. **Client:** the natural or legal person who instructs UMS to carry out work (or have work carried out) and/or to provide services or who purchases goods/products from UMS.

ARTICLE 2. APPLICABILITY

1. These General Terms and Conditions apply to all offers, quotes, contracts, activities, services and supplies of UMS, of any nature whatsoever, unless this applicability is fully or partially excluded in writing or the contrary has expressly been agreed.
2. Any terms and conditions of the Client are expressly rejected. Deviations from and additions to these General Terms and Conditions only apply if and insofar as they have been expressly accepted in writing by UMS.
3. Should UMS, for a short or longer period of time, tacitly or otherwise, allow deviations from these General Terms and Conditions, this shall not affect its right to demand direct and strict compliance with these General Terms and Conditions. The Client cannot derive any rights from the way in which UMS applies these General Terms and Conditions.
4. These General Terms and Conditions apply to all (amended and/or follow-up) agreements with UMS. Even if third parties are involved for the execution thereof.
5. If one or more of the provisions of these General Terms and Conditions or any other contract with UMS is contrary to a mandatory provision of law or any applicable legal provision, the provision in question shall be cancelled and shall be replaced by a new, legally permissible and comparable provision to be determined by UMS.
6. The Client with whom a contract has been concluded once before on the basis of these General Terms and Conditions, is deemed to tacitly agree to the applicability of these General Terms and Conditions to any subsequent contract concluded with UMS.
7. In the event of a conflict between the contents of a contract concluded between the Client and UMS and these General Terms and Conditions, the contents of the contract shall prevail.

ARTICLE 3. OFFERS AND QUOTES

1. All offers and quotes of UMS are revocable and made without obligation, unless otherwise indicated in writing.
2. The Client guarantees the accuracy and completeness of the measurements, requirements, specifications of the performance and other data provided by or on behalf of the Client, on which UMS bases its offer.
3. A composite price quote is indivisible and does not oblige UMS to deliver part of the goods included in the offer or quote or to carry out part of the assignment for a corresponding part of the quoted price.
4. The content of the assignment shall be determined exclusively by the description of the assignment given in the quote and assignment confirmation. If the acceptance deviates (on minor points) from the offer, UMS shall not be bound by it. The contract shall not be concluded in accordance with this deviating acceptance, unless UMS indicates otherwise.
5. The prices in the offers and quotes of UMS are exclusive of VAT and other government charges, as well as any costs to be incurred in connection with the assignment, including shipping and handling costs, unless otherwise indicated.
6. Offers or quotes do not automatically apply to repeat orders.

ARTICLE 4. MAKING OF THE CONTRACT

1. Subject to the provisions below, a contract with UMS shall only come into effect after UMS has accepted or confirmed an assignment in writing. The assignment confirmation shall be deemed to accurately and completely reflect the contract, unless the Client immediately protests the same in writing.
2. Any subsequent additional agreements or changes made shall only be binding on UMS if they are confirmed in writing by UMS within fourteen (14) days and the Client has not objected to them in writing within three (3) working days.
3. For contracts, activities or transactions for which, according to their nature and scope, no written offer or assignment confirmation is sent, the invoice shall be deemed to reflect the contract accurately and completely, unless a written objection has been lodged within seven (7) working days after the invoice date.
4. Each contract is entered into by UMS subject to the condition precedent that UMS is authorised to check the creditworthiness of the Client in connection with the financial performance of the contract. Should UMS believe, on reasonable grounds, that the Client is not (sufficiently) creditworthy, then UMS has the right to temporarily suspend its obligations. If there is such a suspension, UMS shall immediately notify the Client thereof in writing and offer the Client the opportunity to provide security.
5. Irrespective of the agreed payment terms, the Client is obliged to provide sufficient security for payment and other obligations at UMS' first request, at its discretion. If the Client fails to do so within the prescribed period, it shall immediately be in default.

ARTICLE 5. PERFORMANCE OF THE CONTRACT

1. UMS shall perform the contract to the best of its knowledge and ability and in accordance with the requirements of good craftsmanship.
2. If and insofar as in the opinion of UMS the proper performance of the contract requires such, UMS has the right to have certain work performed by third parties.
3. The Client shall ensure that all information which UMS indicates is necessary or which the Client should reasonably understand is necessary for the performance of the contract, is provided to UMS in a timely manner. If the information required for the performance of the contract is not provided to UMS in time, UMS has the right to suspend the performance of the contract and / or charge the Client for the additional costs resulting from the delay according to the usual rates.
4. UMS is not liable for damage or loss of any kind towards Client and arising from the fact that UMS has relied on incorrect and/or incomplete information provided by the Client, unless UMS was aware that the information was incorrect and/or incomplete.
5. If it is agreed that the contract is to be performed in phases, UMS is entitled to suspend the performance of (parts of) a following phase until the Client has approved the results of the preceding phase in writing.
6. If UMS or third parties engaged by UMS carries/carry out work as part of the assignment at the Client's site or at a site designated by the Client, the Client shall provide the facilities reasonably required by those employees free of charge.
7. The Client shall indemnify UMS against any claims by third parties who suffer loss in connection with the performance of the contract, which loss is attributable to the Client.

ARTICLE 6. DELIVERY AND DEADLINES

1. Unless otherwise agreed, delivery shall be ex wholesale or warehouse (EX Works - Incoterms 2020). Unless the parties have expressly agreed otherwise in writing, any costs of transportation of the goods to be delivered and all related costs such as packaging, insurance, etc. shall be borne by the Client.
2. If the delivery of goods is effected at an address provided by the Client, the Client must ensure that the location where the goods are to be delivered is easily accessible and can be driven to for the transport and/or delivery of the goods.
3. If UMS requires information from the Client as part of the performance of the contract, the delivery period shall commence after the Client has provided UMS with all the necessary information.
4. If UMS has specified a deadline for delivery or performance of the contract, this date is only indicative. Time is therefore never to be deemed of the essence with regard to a specified delivery time. In the event that a deadline is not met,

the Client must therefore give UMS written notice of default. UMS must be given a reasonable time to perform the contract. The extent to which a term is 'reasonable' shall be assessed on the basis of the complexity of the assignment and/or contract between the parties.

5. In case of delivery of goods or execution of work in part instalments, each delivery or each phase is considered a separate transaction and may be invoiced by UMS per transaction.
6. The risk in the delivered goods shall pass to the Client at the time of delivery. For the purposes of these General Terms and Conditions, delivery means:
 - a. In case of delivery ex wholesale or warehouse: the time when the Client starts loading the goods. If loading is carried out by UMS, the risk passes to the Client at the time the goods are loaded.
 - b. In the event of delivery by UMS to a delivery address provided by the Client: the time when the goods to be delivered are unloaded at the delivery address. If the unloading is carried out by the Client or a third party designated by the Client, the risk shall pass to the Client at the time that the unloading of the goods starts.
 - c. In the event of installation, processing, overhaul or repair of the goods by UMS: the time when the relevant work is completed by UMS.
7. The Client is obliged to take delivery of the purchased goods at the time they are made available to him or are handed over to him.
8. If it proves impossible to deliver the goods to the Client for reasons attributable to the Client, UMS reserves the right to store these goods (or have them stored) at the Client's expense and risk. After storage, a period of thirty (30) days applies within which the Client shall enable UMS to deliver the goods. The foregoing applies unless UMS has expressly set a different deadline in writing.
9. If the Client still fails to perform his obligations after the period referred to in the preceding paragraph of this article, the Client shall automatically be in breach and UMS has the right to cancel the contract, in whole or in part, in writing and with immediate effect, without prior or further notice of default, without judicial intervention and without being liable for compensation of loss or damage, costs or interest. In the above-mentioned case UMS is entitled to sell the goods to third parties or to use them for the performance of other contracts and to destroy the already produced documents. The foregoing shall not affect the Client's obligation to pay the agreed, stipulated or owed price, as well as any storage and/or other costs.

ARTICLE 7. INSPECTION AND COMPLAINTS

1. The Client is obliged to inspect the delivered goods at the time of delivery, but in any event within as short a period as possible. When inspecting the goods the Client must inspect whether the quality and quantity of the delivered goods correspond to what was agreed, or at least meet the requirements that apply to them in normal (commercial) transactions.
2. Any visible defects or shortcomings must be reported in writing to UMS within three (3) days after delivery. Non-visible defects or shortcomings should be reported within three (3) weeks after discovery but no later than twelve (12) months after delivery.
3. If pursuant to the preceding paragraph a complaint is made in time, the Client remains obliged to take delivery of and pay for the purchased goods. If the Client wishes to return defective goods, this shall only be done with the prior written consent of UMS in the manner indicated by UMS.
4. Court proceedings and/or legal action relating to a notification as referred to in this article must be instituted within one year of the first written notification. Late notification or court proceedings and/or legal action which has/have been instituted past the time limit shall result in the forfeiture of all rights and claims of the Client relating to the notification in question.

ARTICLE 8. PRICE CHANGES

1. If after the conclusion of the contract but before delivery one or more of the cost factors change, UMS is entitled to adjust the agreed price accordingly. UMS is in any case entitled to charge additional costs if there are cost-increasing circumstances which UMS could not reasonably take into account, which cannot be attributed to UMS or which are significant in relation to the price of the order, goods and delivery.
2. Furthermore, the Client shall be charged in full for any changes made after the date of the offer in relation to:
 - a. taxes, import duties, levies, wages, employment conditions, social security or other charges imposed or altered by the Dutch government (including the European government) and/or trade unions;
 - b. changes made by the government and/or trade unions to wages, employment conditions, collective labour agreements, VAT or social security, etc. or if changes are made to the prices of suppliers;
 - c. price increases due to exchange rates, wages, raw materials, semi-manufactured products/goods, packaging materials, etc.
3. If UMS is of the opinion that cost-increasing circumstances have arisen, it must inform the Client thereof in writing.
4. If UMS increases the price by more than 20% of the original invoice amount within three (3) months of the conclusion of the contract, the Client is entitled to cancel the contract with UMS free of charge, unless UMS indicates that it will still perform the contract for the original price. If the Client wishes to cancel the contract with UMS in the event of a price increase, the Client must notify UMS of his intention to cancel the contract by registered mail within fourteen (14) days of the notification of the price increase.

ARTICLE 9. AMENDMENT OF THE CONTRACT

1. If during the performance of the contract it becomes apparent that for a proper performance it is necessary to modify and/or supplement the work to be performed, the parties shall, at the initiative of UMS and in a timely manner and in consultation, modify the contract accordingly.
2. If the parties agree that the contract is to be amended and/or supplemented, this may affect the time of completion of the performance. UMS shall notify the Client as soon as possible in this respect.
3. If the amendment and/or supplementation of the contract has financial and/or qualitative consequences, UMS shall inform the Client of this in advance.
4. If a fixed rate is agreed, UMS shall indicate to what extent the amendment or supplementation of the contract will result in this fixed rate being exceeded.
5. In deviation from the above, UMS shall not be able to charge additional costs if the amendment or supplementation is the result of circumstances that can be attributed to UMS.

ARTICLE 10. INVOICING AND PAYMENT

1. UMS is entitled to require an advance payment from the Client prior to the performance of the contract, which advance payment shall be deducted from the final invoice. Advance payments must be made promptly. UMS is entitled to only commence its work or to suspend its work until after the advance payment has been made in full.
2. Payment of invoices must be made within thirty (30) days of the invoice date, in a manner indicated by UMS in the currency in which the invoice was made. Time is always of the essence with regard to this period of thirty (30) days, so that in the event of failure to properly perform this obligation, the Client shall immediately and automatically be in breach, and thus without further notice of default being required.
3. The Client shall owe interest of 1% per month on the amount due and payable from the time of occurrence of the breach, unless the statutory commercial interest rate is higher in which case the statutory commercial interest rate shall apply. All (extra)judicial costs incurred by UMS in obtaining payment - both in and out of court - shall be borne by the Client from that moment onwards. In that case, the Client shall owe a fee of at least 15% of the outstanding amount, with a minimum of € 150 (in words: one hundred and fifty euros). If the actual costs incurred and to be incurred by UMS exceed this amount, they will also be eligible for reimbursement.
4. If the Client fails to perform his payment obligations in time, UMS is entitled to suspend the performance of its obligations to the Client to effect delivery or carry out work until payment has been made or proper security has been provided. The same applies even before the time of breach if UMS has a

reasonable suspicion that there are reasons to doubt the Client's creditworthiness.

5. In the event of liquidation, bankruptcy, debt restructuring or moratorium on payment on the part of the Client or presentation of a petition for such, the claims of UMS and the obligations of the Client towards UMS are immediately due and payable.
6. Payments made by the Client shall always serve first to settle all interest and costs due, secondly to settle due and payable invoices that have been outstanding the longest, even if the Client states that the payment relates to a later or different invoice.
7. UMS is entitled to refuse full repayment of the principal sum, if the interest already due and current interest and costs are not paid at the same time.
8. If the Client encompasses several (legal) persons or undertakings, these shall be jointly and severally liable for the performance of all obligations arising from the contract concluded with UMS.
9. If the Client has or asserts to have one or more (counter)claims on UMS for any reason whatsoever, including by virtue of contract or the law, the Client waives the right and/or authority to set off and suspend payment, and such right and/or authority to set off and suspend payment is hereby excluded for the Client, in his relationship with UMS. The aforementioned waiver of the right to set off payment also applies if the Client applies for a (temporary) moratorium on payment or is declared bankrupt.

ARTICLE 11. RETENTION OF TITLE

1. All goods delivered and to be delivered by UMS shall remain the property of UMS until such time as the Client has fully performed all his payment obligations to UMS under any contract concluded with UMS for the delivery of goods, the execution of work or provision of services, including claims relating to any failure in the performance of such contract.
2. A Client acting as a reseller is entitled to sell and resell all items that are subject to UMS's retention of title to the extent customary in the normal course of his business. UMS shall acquire an undisclosed pledge on all claims that the Client acquires on his customers when reselling goods supplied by UMS subject to retention of title in a manner prescribed by Art. 3:239 of the Dutch Civil Code.
3. If the Client forms a new item (partly) from items supplied by UMS, the Client shall form that item only for UMS and the Client shall hold the newly formed item on behalf of UMS until the Client has paid all sums due under the contract; in such case UMS shall have all rights as the owner of the newly formed item until full payment by the Client.
4. Rights are always granted or transferred to the Client on the condition that the Client shall pay the agreed fees in full and on time.
5. The Client is not permitted to grant qualified rights on goods that are subject to retention of title by UMS. If third parties (wish to) grant (qualified) rights on goods that are subject to retention of title, the Client shall notify UMS of this without delay.
6. UMS hereby reserves a non-possessory pledge on the delivered goods, the ownership of which has passed to the Client as a result of payment and which are still in the possession of UMS, as additional security for claims, other than those referred to in Article 3:92(2) of the Dutch Civil Code, that UMS may have on the Client for any reason whatsoever.
7. The Client is obliged to keep the goods that have been delivered subject to retention of title separate from other goods, with the necessary care and marked as the recognisable property of UMS.
8. The Client is obliged to insure the goods, for the duration of the retention of title, against fire, explosion and water damage as well as against theft and to make these insurance policies available for inspection by UMS upon first request. The Client shall grant an undisclosed pledge to UMS, on all claims of the Client on insurers of the goods under the aforementioned insurance policies, as soon as UMS so wishes, as additional security for the claims of UMS on the Client.
9. If the Client fails to perform his obligations or if there is a well-founded fear that he will not do so, UMS is entitled to remove or have removed, at the Client's expense, any delivered goods that are subject to retention of title from the Client or from third parties holding the goods on behalf of the Client. The Client is obliged to provide all cooperation, free of charge and without delay, including but not limited to providing information about and access to all (company) sites, spaces and premises where the delivered goods are located.

ARTICLE 12. SUSPENSION AND RESCISSION

1. UMS is entitled, without any reminder or notice of default being required, to terminate by way of rescission (in Dutch and hereafter referred to as: ontbinding) directly the contract in whole or in part by means of registered mail and with immediate effect, if:
 - a. the Client petitions for a (temporary) moratorium on payment or the Client is granted a (temporary) moratorium on payment or invoke the WHOA under Dutch law;
 - b. the Client petitions for his own bankruptcy or is declared bankrupt;
 - c. the Client presents an application for statutory debt restructuring or debt assistance or if the Debt Restructuring (Natural Persons) Act applies to the Client;
 - d. the Client's business is liquidated;
 - e. a significant portion of the Client's business is taken over;
 - f. the Client ceases his current business;
 - g. a considerable part of the Client's assets are attached through no fault of UMS, or if the Client must otherwise be deemed to no longer be capable of performing the obligations of the contract.
2. Client only has the right to terminate the contract by rescission with UMS insofar as this right arises from the law, subject to the following. As long as the Client has not given UMS written notice of default with a reasonable period of at least 30 days to (still) comply with obligations in which UMS has failed imputably and is in default, the Client cannot and does not have the right to invoke rescission of an agreement with UMS. If at the time of termination, the Client had already received some performance of the contract, the Client may only partially terminate the contract and only for that part that has not yet been performed by or on behalf of UMS.
3. Amounts that UMS has invoiced to the Client prior to the termination in connection with what UMS has already effected in performance of the contract shall remain payable by the Client to UMS in full and shall become immediately due and payable at the time of cancellation.
4. If the Client, after having been given notice of default, fails to perform an obligation arising from the contract, or fails to do so in full or in time, UMS is entitled to suspend its obligations to the Client, without being liable for any compensation to the Client as a result. UMS is also entitled to do so in the circumstances referred to in paragraph 1 of this article.

ARTICLE 13. WARRANTIES/GUARANTEES

1. UMS guarantees that the goods to be delivered meet the usual requirements and standards that may be set for them and are suitable for use. Depending on the goods concerned, a manual and warranty regulations / instructions are provided and/or made available at the time of delivery of the relevant goods, which thereby become part of the legal relationship between parties and apply to the agreement between them.
2. The warranty and guarantee mentioned in paragraph 1 of this article also applies if the goods to be delivered are intended for use abroad (excluding the United States of America & North America) and the Client has expressly notified UMS of this use in writing at the time of entering into the contract.
3. The warranty and guarantee referred to in paragraph 1 of this article shall apply for a period of twelve (12) months after delivery, unless the specific warranty regulations differ and/or state otherwise.
4. If the goods to be delivered do not comply with these warranties or guarantees, UMS shall, at the discretion of UMS, replace or repair the goods within a reasonable period of time after receipt of the goods or, if return is not reasonably possible, written notification of the defect by the Client. In the event of replacement, the Client hereby undertakes to return the replaced item to

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UMS and to transfer ownership to UMS. Parts that are replaced will become the property of UMS.

- The guarantee or warranty mentioned in this article or in the warranty regulations does not apply if the fault or defect is the result of unskilled, injudicious, improper, insufficient and/or incorrect use and/or maintenance or when, without written permission from UMS, the Client or third parties have made changes or attempted to make changes to the goods or have used the goods for purposes or use for which the goods are not intended. If a (security) seal or label on the goods delivered by UMS is (completely or partially) broken or removed, the Client shall be deemed and proven to have made changes without UMS' permission as referred to above. In such a case, any defect or damage to the relevant goods shall not be imputable to UMS and UMS cannot be obliged to repair and/or reimburse and/or compensate for it respectively, and the warranty shall furthermore lapse in full.
- The warranty and/or guarantee referred to herein or as stated in the manual and warranty regulations shall also not apply and shall lapse and be void if a malfunction or defect is caused by any use or maintenance without observance or in conflict with the manuals and/or warranty regulations supplied with the goods delivered.
- If the warranty and/or guarantee provided by UMS concerns goods produced and/or supplied by a third party, the warranty or guarantee is limited to the provided by the manufacturer of the goods. The handling of a claim under the warranty or guarantee will then be entirely at the discretion of that third party.
- UMS is entitled and authorized to suspend guarantee and/or warranty or a claim thereto or not to process it, as long as the Client has not fulfilled all its (payment) obligations to UMS.
- In case of modification, processing or absorbing of goods – mostly vehicles and/or machines -, of (and on behalf of) the Client by UMS, the guarantee and/or warranty of the original supplier of the goods may lapse and be void. Client is aware of this and accepts the consequences thereof.

ARTICLE 14. RETURN OF GOODS MADE AVAILABLE

- If UMS has made goods available to the Client in the performance of the contract, the Client is obliged to return the delivered goods within 14 days in original condition, free of defects and in full. If the Client fails to perform this obligation, all resulting costs shall be borne by the Client.
- If, for any reason whatsoever, after notice has been given, the Client still fails to comply with the obligation referred to in paragraph 1 of this article, UMS has the right to recover the resulting loss and costs, including the cost of replacement, from the Client.

ARTICLE 15. LIABILITY

- Should UMS be liable for loss or damage or be required to pay compensation, this liability and/or obligation to pay compensation shall be limited in total to compensation for direct loss and damage and to the maximum amount actually paid by UMS's insurer in the case in question. Direct loss or damage exclusively means:
 - The reasonable costs of determining the cause and extent of the damage, insofar as the determination relates to loss or damage as referred to in these General Terms and Conditions.
 - Any reasonable costs incurred to make the faulty performance of UMS comply with the contract, unless these cannot be attributed to UMS.
 - Reasonable costs incurred to prevent or limit loss or damage, insofar as the Client demonstrates that these costs have resulted in limiting the direct loss or damage as referred to in these General Terms and Conditions.
- If and only to the extent that for any reason no payment is made under the aforementioned paragraph, any liability and/or obligation to pay compensation for direct loss or damage shall be limited to a maximum amount of EUR 5,000. If and only to the extent that the amount charged by UMS in respect of the assignment/contract and the sum paid by the Client is less than the aforementioned amount in this paragraph, then any liability and/or obligation to pay compensation for loss or damage is limited to the amount equal to the sum paid.
- UMS shall never be liable and/or obliged to pay compensation for indirect loss or damage, including personal injury, consequential loss, lost profits, lost savings, loss due to business slowdown, damage as a result of improper use or maintenance of delivered goods, damage as a result of use or maintenance without compliance and/or due to violation of manuals and/or guarantee / warranty regulations, damage due to expiry of other rights and/or claims of guarantee and loss as a result of – for example penalties or fines imposed due to - failure to meet delivery or completion dates.
- If the goods supplied by UMS are defective, in deviation from the provisions of paragraph 1 of this article, UMS's liability to the Client is limited to what is regulated in these conditions under Article 13 ("Guarantees").
- UMS is not liable for loss or damage of any kind or in any form whatsoever, due to the fact that it has relied on incorrect and/or incomplete information provided by the Client.
- Errors and/or discrepancies in estimations, assumptions, revenue calculations, earn-back periods, subsidy amounts and all other factors underlying the Client's decision to conclude the contract - whether known to UMS or not - are at the Client's expense and risk.
- The limitations of liability for direct loss or damage contained in these General Terms and Conditions do not apply if the loss or damage is due to intent or gross negligence on the part of UMS.

ARTICLE 16. TRANSFER OF RISK

- The risk of loss of or damage to the goods that are the subject-matter of the contract shall pass to the Client at the time when they are legally and/or de facto delivered to the Client and thereby come under the control of the Client or of a third party designated by the Client.

ARTICLE 17. FORCE MAJEURE

- The parties are not obliged to perform any obligation if they are hindered in doing so due to a circumstance that is not attributable to fault and which is not deemed to be at the parties' expense by virtue of law, legal transaction or generally accepted practice.
- In these General Terms and Conditions, in addition to how it is defined in the law and jurisprudence, force majeure is defined as all external causes, foreseen or unforeseen, over which UMS has no control, but which make UMS unable to perform its obligations. Industrial action in the business of UMS is also deemed force majeure. Force majeure is in any case understood to be any circumstance that UMS could not take into account or foresee at the time of entering into the contract, as a result of which the normal performance of the contract cannot reasonably be required by UMS, such as, for example, illness, pandemics, sabotage, lack of staff, delayed delivery or unsuitability of goods, shortcomings of third parties engaged by UMS, (energy) disruption, flooding, earthquake, fire, government action, (problems with) permit/licence applications, transport difficulties and problems with a lessor or otherwise.
- UMS also has the right to claim force majeure if the circumstance preventing (further) performance arises after UMS should have performed its obligation.
- The parties may suspend their obligations under the contract during the period of force majeure. If this period lasts longer than two months, either party is entitled to cancel the contract, without any obligation to compensate the other party for any loss.
- Insofar as UMS has already partially performed its obligations arising from the contract at the time of the occurrence of force majeure or will be able to perform them and insofar as independent value can be attributed to the part already performed or still to be performed, UMS is entitled to invoice the part already performed or still to be performed separately. The Client is obliged to pay this invoice as if it were a separate contract.

ARTICLE 18. INDEMNIFICATION

- The Client indemnifies UMS against any claims and/or loss of third parties who suffer loss or damage in connection with the performance of the contract, the cause of which is attributable to parties other than UMS, including claims of

third parties relating to intellectual property rights on materials or data provided by the Client, which are used in the performance of the contract. If UMS is held liable by third parties for this reason, the Client is obliged to assist UMS in and out of court, and immediately do all that may be expected of him in such case. If the Client fails to take adequate measures, UMS is entitled to do so itself, without notice of default. All costs and loss incurred by UMS and third parties as a result thereof are fully at the Client's expense and risk.

- If the Client provides UMS with information carriers, electronic files or software, etc., the Client guarantees that the information carriers, electronic files or software are free of viruses and defects.

ARTICLE 19. INTELLECTUAL PROPERTY & DATA

- Without prejudice to the other provisions of these General Terms and Conditions, UMS reserves the rights and powers to which UMS is entitled under IP law and/or the Dutch Copyright Act. Insofar as the results of the activities and/or the work or the goods supplied are created using intellectual property rights, however named, belonging to UMS, UMS remains the owner. UMS grants the Client an non-exclusive and non-transferable and non-sublicensable right of use of indefinite duration with respect to the relevant intellectual property rights, subject to the following.
- The Client is expressly not permitted to make any changes of any kind whatsoever, to the goods supplied to the Client by UMS, unless UMS has given its express and written consent to do so.
- The Client is prohibited from removing, changing or breaking any (safety)seals, labels or stickers of UMS on the goods/products delivered by UMS to the Client.
- The Client is obligated to refrain from any form of reverse engineering, decompile, dismantling, or analysis regarding goods and/or products supplied by UMS to the Client, as well as the enclosed data, information, and/or content therein. The Client acknowledges that such activities are expressly prohibited. In the event that a (security) seal or label, as mentioned in the preceding clause, is (in whole or in part) broken or removed, it is assumed and proven that the Client have engaged in reverse engineering, decompile, dismantling, or analysing the relevant goods.
- Any designs, sketches, drawings, films, software, data and other materials or (electronic) files produced by UMS within the framework of the contract remain the property of UMS, irrespective of whether they have been made available to the Client or to third parties, unless otherwise agreed.
- All information and/or documents, such as designs, sketches, drawings, films, software, (electronic) files, etc. provided by UMS are exclusively intended to be used by the Client and may not be reproduced, disclosed or brought to the notice of third parties by the Client without the prior written consent of UMS, unless the nature of the documents provided dictates otherwise.
- UMS reserves the right to use any knowledge gained from the execution of the work for other purposes, provided that no confidential information is brought to the attention of third parties.
- If there is a difference of opinion between the parties concerning intellectual property rights relating to information or technical solutions and/or applications created in the performance of the contract or NDA and/or relating to delivered goods, then, without prejudice to the foregoing and subject to evidence to the contrary, it shall be assumed that these rights are owned by UMS.
- The goods delivered by UMS may contain hardware, including data carriers, which use, process, collect, store and transmit data and information in connection with the activities and use of the relevant delivered goods. UMS, as well as its suppliers of the aforementioned hardware, shall be entitled to use and process the data an information concerned for its own purposes, other than for the benefit of the Client. The Client declares that it is fully aware of and agree to this.

ARTICLE 20. CONFIDENTIALITY

- The Client is subject to a duty of confidentiality in respect of all confidential information and/or data received by the Client as part of the (performance of the) contract with UMS. All information disclosed between the parties, by whatever means, shall be considered confidential unless the parties have expressly agreed otherwise in writing.
- If, pursuant to a statutory provision or a court ruling, UMS is required to disclose confidential information to third parties designated by law or by the competent court, and UMS cannot rely on privilege recognised by law or permitted by the competent court, then UMS shall not be obliged to pay damages or an indemnification and the other party shall not be entitled to cancel the contract on the basis of any loss arising in consequence thereof.

ARTICLE 21. NON-SOLICITATION OF STAFF

- During the period that the parties work together and/or the term of the contract, as well as for a period of one year after the contract has ended, the Client shall not in any way hire or otherwise, directly or indirectly, employ employees of UMS or of companies called upon by UMS in the performance of this contract and who are or have been involved in the performance of the contract.

ARTICLE 22. PENALTY CLAUSE

- In the event of a single breach of or non-compliance by the Client with one or more of the obligations or prohibitions referred to in Art. 6(7), Art. 11(7), (8) and (9), Art. 19(2), (3), (4) and (6), Art. 20(1), Art. 21(1) and/or provisions in these General Terms and Conditions, the Client shall forfeit in favour of UMS, without the need for any demand, notice of default or court intervention being required, an immediately payable penalty of EUR 50,000.00 for each breach or non-compliance and an additional penalty of EUR 5,000.00 for each day that the breach or non-compliance continues after notification of its discovery, including part of a day, up to a maximum of EUR 250,000.00 per breach or non-compliance, and without prejudice to UMS's right to claim compensation from the Client for loss in excess of this penalty clause, insofar as it has been paid. Payment of such penalty (or penalties) shall not relieve the Client of the obligations described in the aforementioned articles.
- This article is partly based on and justified by the view that the goods supplied by and/or (confidential) information and/or technical solutions or applications provided by UMS, relate to the core business of UMS, which consists of innovative and/or technical developments and solutions for mobile or machine tools and/or vehicles, in the broadest sense of the word and consequently that UMS needs to protect the associated rights, including but not limited to IP rights, to a far-reaching extent by means of this penalty clause, so that its right to exist and its main business interests are sufficiently protected.

ARTICLE 23. TIME LIMITS

- In deviation from the statutory time limits, the time limit for all claims and defences of the Client against UMS and third parties engaged in the performance of a contract by UMS is one year.

ARTICLE 24. APPLICABLE LAW AND CHOICE OF FORUM

- All contracts concluded and to be concluded by UMS, as well as other legal relationships between the parties, are governed exclusively by Dutch law. Applicability of the Vienna Sales Convention 1980 is excluded.
- All disputes - including those which are only regarded as such by one of the parties - arising from a contract to which these General Terms and Conditions apply in whole or in part, or as a result of other contracts arising from such a contract, shall be adjudicated by the competent court in the place where UMS has its registered office, unless a mandatory provision of the law prevents this. This does not affect the fact that UMS may agree with the Client to have the dispute settled by means of independent arbitration, mediation or by means of a binding advisory opinion.

ARTICLE 25. MODIFICATION, INTERPRETATION AND LOCATION OF THE GENERAL TERMS AND CONDITIONS

- With regard to the interpretation of the content and scope of these General Terms and Conditions, the Dutch text shall always prevail.

- UMS shall be entitled to unilaterally amend the contents of these terms and conditions in the interim. In the event that such changes are made, the Client shall be informed thereof at the same time as the amended terms and conditions are sent. The Client shall be entitled to object to the applicability of the amended terms and conditions within 30 days after the date on which he has been notified of the amendments in question. The Parties will then consult on the content of the applicable terms and conditions. If the Client does not object in time, the amended terms and conditions will apply to the agreement from the date specified by UMS for that purpose. In the absence of such a date, the amended conditions will apply immediately after the expiry of the aforementioned period of 30 days.