

(b) the Products are new, of good quality and free from mistakes in terms of design, processing, manufacture, construction and dimensions as well as free from defects in the used materials and offering the safety that can be expected of the same;

(c) the Products, if stipulated by and between ABS and the Supplier, comply with the stipulated product specifications and quality requirements;

(d) the Products are fully in accordance with the order of ABS in terms of quantity, description, quality and performance;

(e) all applicable national and international regulations, including regulations of the European Union, with regard to the Products and the packing are fully complied with;

(f) the Products otherwise comply with the requirements that can within reason be imposed on the same.

10.2 The Products received from the Supplier by ABS shall, in any case, be qualified as defective within the meaning of the previous paragraph of this article if defects occur within one year after the date of delivery by ABS to its buyer, unless this is the result of normal wear and tear or can be blamed on incorrect use or assembly by or on behalf of the buyer of ABS. The aforementioned warranty implies that the defects that occur within one year after delivery are on demand of ABS immediately and fully repaired by the Supplier free of charge, where necessary through replacement of the Products or components thereof. If this appears to be impossible or if this is preferred by ABS, the Supplier shall repay ABS the price paid by the same.

10.3 After the remedy of defects a new warranty period as described in this article takes off and the Supplier warrants with regard to the replaced or repaired Products the soundness as described in the first paragraph of this article.

10.4 The Supplier shall indemnify ABS against claims of third parties for damages to the Products delivered to ABS by the Supplier and for damages to other goods and persons that are connected with the Products delivered by the Supplier, to the extent that ABS is liable for these damages vis-à-vis said third parties.

10.5 The Supplier warrants that the sale and delivery of the Products by the Supplier to ABS and the further use, distribution, sale, assembly and the like thereof by ABS and its buyers does not, either directly or indirectly, infringe any intellectual, industrial or similar property rights of third parties, including but not limited to copyrights, model rights, patents and exclusive sales rights.

10.6 If ABS is addressed by third parties for damages that are connected with the Products within the meaning of articles 10.4 and 10.5 above then ABS shall forthwith inform the Supplier accordingly. The Supplier shall indemnify ABS against all damages that ABS incurs or threatens to incur in connection therewith, including legal expenses and a reasonable compensation for incurred hours and costs.

11. New products

If the Supplier starts a serial production of new or existing Products at the request of ABS and exclusively for ABS then the Parties shall establish the specifications and other terms and conditions, to the extent that they deviate from the provisions set forth in this Agreement, in writing and in mutual consultation.

12. Confidentiality

The Supplier and the employees, suppliers, manufacturers, transporters and other parties hired by the same are not allowed to disclose, either directly or indirectly, orally, in writing or otherwise the content of this Agreement or data or information that come to their knowledge within the framework of this Agreement to others, except in so far as a statutory obligation gives cause for this or if this is required in connection with the correct and timely implementation of the Agreement and the agreements and orders



originating there from. In case of a breach of this provision the Supplier forfeits an immediately claimable penalty to ABS of EUR 25,000.00, without prejudice to the right of ABS to claim its actual damages from the Supplier and without prejudice to its other rights pursuant to these terms and conditions and other arrangements between the Parties.

13. Liability

- 13.1 Barring intent or wilful recklessness of the senior management of ABS, ABS shall only be held to that which has expressly been stipulated in this Agreement and further liability for direct, indirect damages and consequential damages is excluded. In all instances the liability of ABS shall be limited to the value of the invoice of the delivery of Products to which the possible damages are directly related.
- 13.2 The Supplier is without limitation liable for property damage or personal injury of any nature whatsoever that is the result of an act in breach of its contractual obligations and for damages that are caused by acts or omissions of the Supplier or for which the Supplier is responsible. The liability also applies to damages as a result of an overstepping of the delivery time, damages to goods, trading losses and other indirect damages.

14. Term and termination

- 14.1 The term of the agreement is established by ABS and the Supplier in writing. If ABS and the Supplier have not stipulated a term then a minimum term of twelve (12) months shall apply. In all instances can ABS or the Supplier give notice of termination of the Agreement in consideration of a notice period of three (3) months prior to the expiry of the current term. If (timely) notice of termination has not been given then the agreement is automatically renewed for a period of twelve (12) months.
- 14.2 Without prejudice to any other provision in the Agreement, each Party shall be entitled to dissolve the Agreement either in whole or in part, without any prior notice of default or judicial intervention being required, in the event of and at the moment that:
- (a) the other Party files for or is granted suspension of payment for payment of its debts or reaches agreement with various debtors about suspension of payment or settlement of its debts which can have a negative effect on the financial or other position of the first Party or on (possible) claims;
 - (b) the insolvency / bankruptcy of the other Party is filed for or granted;
 - (c) goods that were supplied by or on behalf of the other Party in connection with the Agreement are attached and the attachment is not lifted in the short term;
 - (d) the other Party is a legal person and is dissolved;
 - (e) the control in the other Party is transferred to a third party and as a consequence thereof continuation of the Agreement can within reason no longer be requested; and/or
 - (f) the other Party fails to timely or correctly comply with any material obligation by virtue of the Agreement and said failure is not remedied within a time limit of thirty days after a written notice of default has been given, with the understanding that said non-compliance with a material obligation during the implementation of the Agreement can only result in dissolution of the Agreement to the extent that said dissolution is justified by the seriousness of the failure.
- 14.3 ABS is moreover entitled to dissolve or terminate the Agreement in accordance with the first sentence of the previous paragraph of this article if the Supplier repeatedly exceeds the stipulated delivery periods.



15. Other provisions

- 15.1 Within the framework of this Agreement ABS and the Supplier act as independent parties and each personally bears the consequences of the rights and obligations deriving from the Agreement for each Party. With this Agreement the Parties do not establish a company, partnership or the like and the Parties shall not create any impression of a kind vis-à-vis third parties.
- 15.2 Neither Party is allowed to transfer the rights and obligations by virtue of the Agreement, the thereto connected or there from deriving agreements to a third party without the prior approval in writing of the other Party.
- 15.3 If the Supplier can within reason during a period exceeding one week, as a result of circumstances that cannot be blamed on the same, not comply with its obligations by virtue of the Agreement and the agreements and/or orders originating there from, ABS shall be entitled to dissolve the Agreement, the agreements and/or the orders, at its sole discretion either in full or in part, without being held to pay any compensation. Circumstances within the meaning of this article shall, among other things, include industrial action, weather conditions, natural disasters, government regulations and import and export restrictions as a result of which the transport and the delivery of the Products is affected either directly or indirectly.
- 15.4 The working language between the Parties is English, unless stipulated otherwise by and between the Parties. All correspondence, invoices, product specifications and other documents to be exchanged must be drawn up in the English language.
- 15.5 If ABS has goods of the Supplier in its possession then it is entitled to keep these goods in its possession if it has a claim vis-à-vis the Supplier. When the Supplier has paid the claim then ABS shall release the goods to the Supplier.

16. Applicable law and competent court

- 16.1 Dutch law is exclusively applicable to this Agreement and the agreements originating there from. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention) is expressly excluded.
- 16.2 Disputes deriving from or connected with this Agreement and the agreements or orders connected there with or originating there from are exclusively brought to the cognisance of the competent Dutch court in Utrecht, without prejudice to the right of ABS to call upon the competent court in the jurisdiction where the Supplier resides.

* _ * _ * _ *