

CHAPTER 1 "GENERAL CONDITIONS"

Article 1. Definitions

1.1 In these General Conditions a number of terms are defined that are indicated with a capital letter:

1.2 Delivery: The moment at which the Services and/or Equipment have been available and/or the Software and/or PLC Software have been made available via a medium (diskette, CD-ROM, E-mail, tape or otherwise), and/or the moment at which a PLC is made available to the client following the Implementation and Installation of PLC Software.

1.3 Equipment: The hardware that is to be delivered as established in the Commission Contract, including the most recent version of the system software and additional provisions as well as the associated Documentation.

1.4 Bank Costs: Costs of the international transfer of funds, costs of telephone transfers and other costs that are incurred in relation to the transfer of funds from the Client to the account of Pulse.

1.5 Ready-for-use Delivery: The conclusion of the complete Implementation, as described in the Commission Contract (c.q. Project Plan).

1.6 Corrective Maintenance: The elimination of Deficiencies to the Equipment that have developed during normal use of the Equipment as a result of natural wear and intrinsic Deficiencies of the Equipment as well as the performance of the necessary repairs and the replacement of worn or damaged parts.

1.7 Secondment: The making available of natural persons by Pulse to the Client, with the understanding that the employees that have been made available shall work under the supervision or authority of the Client.

1.8 Services: The work that is to be carried out by Pulse for the Client.

1.9 Documentation: Descriptions and user manuals that are intended for the Equipment and/or Software and/or PLC Software.

1.10 Third Party: Natural or legal person that does not work for Pulse and is not in any other manner associated with Pulse in relation to the execution of the Commission Contract.

1.11 Third-Party Supplier: A supplier working under the authority of Pulse.

1.12 FAT: Factory Acceptance Test, a test with which the client has the opportunity to assess if the Equipment, Software and/or PLC Software to be delivered and/or installed is/are present in conformance with the Commission Contract and the components and/or functionalities in and of themselves –as far as can be determined– function and, if so, can be implemented at the Client's location.

1.13 Error Corrections: New version (including patches, hot fixes, etc.) of the Software and/or PLC Software, other than an Update, that is primarily intended to improve the Software and/or PLC Software without changing the functionality.

1.14 Functional Specifications: The written specifications, in document form, that describe the functions and data that are to be included in the Software or PLC Software, or a written specification of the Equipment.

1.15 Deficiency: An inadequacy in the Equipment and/or Software and/or PLC Software through which these do not satisfy the agreed Functional Specifications.

1.16 Implementation: The installation of the Software in the Equipment, or the Client's equipment, and where necessary the setup and configuration of the Software, operating system and Equipment or the Client's equipment, or the installation of PLC Software in the PLC.

1.17 Installation: The transfer of the Software to the Equipment or the Client's equipment and/or the transfer of PLC Software to PLCs.

1.18 Office Hours: The hours between 8:30 and 17:00 on Work Days.

1.19 Client: The party in the Agreement, other than Pulse, to which these General Conditions apply.

1.20 Delivery Conditions: These General Conditions of Pulse Automation Experts bv.

1.21 Customised Software: Client-specific software developed or to be developed by Pulse.

1.22 Commission Contract: An agreement signed by both parties, including all associated attachments, of which these General Conditions are an integral part and within which is further specified which goods and Services are to be delivered by Pulse and the prices, fees and possible other specific conditions have been agreed.

1.23 PLCs: Programmable Logic Controllers.

1.24 PLC Software: Software that is specifically developed, or will be developed, for PLCs, including associated storage media.

1.25 Preventative Maintenance: The inspection, adjustment and cleaning considered necessary by Pulse in order to prevent Deficiencies of the Equipment.

1.26 Software: The computer programs made available to the Client by Pulse, other than PLC Software, with associated storage media.

1.27 Project: Activities to be carried out under the authority of the Client, aimed at achieving a desired result as established in writing by Pulse, of which at least a portion are carried out by Pulse on the basis of a Commission Contract for Services.

1.28 Project Plan: A document prepared by Pulse as an attachment to a Commission Contract for Services that establishes the execution details of the Project such as planning in phases and a schedule, as well as the result of the Project expected by the Client.

1.29 Pulse: Pulse Automation Experts bv

1.30 Response Time: The time between the moment at which a Deficiency is reported and the start of diagnostic activities related to that Deficiency by Pulse as established in the Commission Contract.

1.31 SAT: Site Acceptance Test, a test with which the client can evaluate whether the installed Equipment, Software or PLC Software satisfies the agreed Functional Specifications. Each SAT is carried out on the basis of a written test protocol. The test protocol is established and delivered by Pulse, unless otherwise established in writing.

1.32 SLA: Service Level Agreement, a written agreement between the Client and Pulse establishing the conditions under which the Client can expect support. If established, the SLA forms an integral part of the Commission Contract.

1.33 Standard Customised Software: Branch-specific Software developed, or to be developed, by Pulse.

1.34 Standard Software: The combination of Software not developed by Pulse and Standard Customised Software.

1.35 Update: Adaptation of the Software and/or the PLC Software due to new legal requirements or other compelling regulations, as a result of technological developments, or because Pulse or Third-Party Suppliers of Software and/or PLC Software consider the adaptations necessary or desirable.

1.36 Work Days: Calendar days, with the exclusion of weekends and established national holidays in the Netherlands.

Article 2. Contributions of the Client and Pulse

2.1 Pulse will deliver Equipment and/or Software and/or PLC Software to the Client and/or perform Services for the Client. The Client agrees to accept the deliveries and/or performed Services as agreed between the parties in conformance with these General Conditions and the related Commission Contract and to provide the co-operation established in these General Conditions and the related Commission Contract.

2.2 The parties recognise that mutual co-operation is of great importance to the successful execution of the Commission Contract(s) and that good communication is an essential condition for successful co-operation.

2.3 At the request of Pulse, the Client shall provide Pulse with all information that is necessary for the execution of the Commission Contract in a complete and timely fashion.

2.4 If data that is required to carry out the Commission Contract is not provided to Pulse, or not provided on time or in accordance with established agreements, or if the Client does not meet its obligations in another manner, Pulse has the right to suspend the fulfilment of its obligations. Pulse is entitled to charge the Client at Pulse's applicable rates for any extra costs that are incurred in this regard.

2.5 The Client must ensure that the location for Delivery and/or the area in which the Installation and Implementation take place are suitably prepared in advance. Pulse shall inform the Client of the specific requirements in a timely manner.

2.6 If a party observes that the other party is not making a sufficient contribution, the party shall inform the other party of this in writing.

2.7 The parties shall assign an adequate number of qualified personnel.

2.8 The parties must require their personnel to follow the house rules of the location at which they are working.

2.9 If Pulse contributes to a Project, the provisions in 2.10 through 2.19 apply as well.

2.10 Both the Client and Pulse shall appoint contact persons and replacement contact persons that are authorised to commit their parties to the performance of these General Conditions and the associated Commission Contract. The names of the contact people, as well as their additional qualifications, shall be included in the Project Plan.

2.11 The parties shall meet on a regular basis, at a frequency to be agreed upon, to discuss the progress of the execution of the Commission Contract. Pulse makes a report of each meeting, to be approved by the parties at the following meeting. The frequency with which the parties meet for discussion shall be established in the Project Plan.

2.12 Pulse prepares progress reports. The Project Plan shall establish the frequency with which these progress reports

are prepared. Within 5 (five) Work Days of the publication date of progress reports, the Client's contact person must provide notification in writing of any errors and/or inaccuracies. Failing this, the progress report will be considered to have been approved by the Client.

2.13 To the extent it is considered necessary by Pulse, the Client shall make the following available to Pulse at no cost: adequate and safe work area(s), user workstations for computer systems, and sufficient telecommunications equipment.

2.14 The required contributions of the parties must be of sufficient quality and must be provided in a timely manner. This applies to both support provided by contact persons as well as planned contributions from employees in the framework of the work to be performed.

2.15 Both the Client and Pulse shall make every effort to have their portions of the Project carried out by, or under the authority of one permanently assigned person.

2.16 The Client has the right during the execution of the Project to request that particular Pulse employees be assigned to the Project. The names of these persons must be established in the Project Plan. Pulse shall do its best to ensure that these persons are available for the duration of the Project. Pulse cannot be required to continue to make these persons available if delays occur in the execution of the Project, which are the responsibility of the Client.

2.17 If a party believes that personnel of the opposite party are not functioning adequately or are not prepared or able to carry out the work appropriately, the party has the right to request that the opposite party replaces the personnel unless this cannot be required of the opposite party for well-founded reasons.

2.18 The costs for training replacement personnel are the responsibility of the party that requests the replacement(s).

2.19 If the replacement of personnel based on the provisions of this article leads to changes in scheduling, Pulse has the right to adjust the schedule following advance consultation with the Client. Pulse shall notify the Client of the changes in writing.

Article 3. Periods of delivery and planning

3.1 Both Pulse and the Client realise that they are jointly responsible for the established periods of delivery. To realise the agreed periods of delivery both parties must meet their obligations. The established periods of delivery shall be met by both the Client and Pulse, except in cases of force majeure, subject to the following conditions.

3.2 An agreed date of delivery is an estimation and is based on the working conditions established at the time of the agreement and the on-time delivery of materials. If delays occur, through no fault of Pulse, due to changes in the working conditions mentioned above and/or as a result of late delivery of materials, the period for delivery will be extended as required.

3.3 The period for delivery can also be extended if the client provides inadequate co-operation, which is required for the execution of the Commission Contract.

3.4 If there are delays or expected delays in the progress of the work, the parties shall provide each other with written notification as soon as possible, including the cause of the delay and whether the delivery period will or will not be extended.

3.5 If the delay is caused by Pulse, Pulse shall do its utmost to reverse the delay, among other measures by providing extra capacity and/or employees. The extra costs created for Pulse in order to reverse the delay will be made at the expense of Pulse.

3.6 If the delay is caused by actions or inactions of the Client, Pulse is willing –at the request of the Client and to the extent possible– to reverse the delay. The Client must remunerate Pulse for the associated expense of the services provided by Pulse, including any unproductive hours of Pulse employees that may result. Pulse sends the Client an invoice herefor.

3.7 Pulse is only liable for deadline overruns to the extent established in the conditions of this article.

Article 4. Prices and fees

4.1 The prices and fees for the Equipment, Software, PLC Software and/or Services are included in the Commission Contract.

4.2 All prices and fees are in Euros and are exclusive of VAT, any other duties imposed by the government and possible Bank Costs.

4.3 All prices and fees exclude the costs of travel and lodging unless otherwise agreed in the Commission Contract.

4.4 Shipments made in the Netherlands with a nett value above € 300,- are sent postage paid. For shipments in the Netherlands with a nett value of less than € 300,-, extra fees in the amount of € 25,- for administration costs and € 15,- for shipping costs, insurance and packaging are charged. For

express shipments in the Netherlands, a surcharge of € 25,- is charged to the Client.

4.5 Shipments outside the country, for which the shipping costs are less than 1.5% of the total invoice value, will be sent postage paid; if the shipping costs are higher than 1.5% of the total invoice value, the excess amount shall be charged to the Client.

4.6 Packaging of Equipment, Software or PLC Software sent by Pulse will not be accepted for return.

4.7 All prices and fees for Services are calculated on the basis of subsequent costing unless the parties have agreed otherwise in writing.

4.8 Pulse has the right to pass along price changes made by Third Parties to the Client, in their entirety, if and to the extent that Pulse assumes responsibility for the Third Party's invoicing of the Client. Pulse shall provide the Client with advance notice, in writing, of such price changes.

4.9 Pulse has the right to adjust prices and fees once per year, for example in the event that increased costs for labour, products and similar factors give reason to do so. Pulse shall notify the Client in writing of any planned changes of prices and fees.

4.10 A surcharge of 50% is billed for Services provided on Week Days before 6:00 am and/or after 8:00 pm and/or on Saturdays; a surcharge of 100% is billed for Services provided on Sundays and/or national holidays; this condition applies unless otherwise agreed in writing.

4.11 Deliveries of Equipment, Software and/or PLC Software, or the provision of Services, which may include the (additional) development of Functional Specifications, that were not expected at the time of commissioning (that is, not agreed), are considered additional work and shall, following prior written approval of the Client, be delivered by Pulse or carried out at the Pulse's current rates. The Client accepts that the delivery or execution of additional work may influence the delivery date, duration and/or costs.

4.12 Changes to the Client-approved Functional Specifications, as well as the extra deliveries and/or Services that result from such changes, are considered additional work.

Article 5. Invoicing and payment

5.1 Pulse shall indicate on all invoices at least the following: invoice date, specification, amount due in Euros (€), the VAT on the basis of the current percentage and the bank account number to which payment must be made.

5.2 Invoicing occurs in conformance with the invoicing schedule as established in the Commission Contract, in the absence of which invoicing occurs for 100% in advance.

5.3 Invoicing of additional Equipment, Software, Services and/or PLC Software, not included in the Commission Contract, occurs at the time of delivery. Invoicing of Equipment, Software, Services and/or PLC Software required to satisfy Pulse's maintenance obligation occurs on a pro-rata basis from the time of Installation until the next invoicing date.

5.4 All invoices must be paid by the Client as agreed in the Commission Contract or within 30 days of the invoice date if no payment period is specified by the Commission Contract, to the bank account number shown on the invoice. If payment is not made within the established payment period, the Client must pay Pulse interest at the current statutory rate over the unpaid amount, without any requirement for proof of default.

5.5 Contrary to the provisions of paragraph 4 of this article, the costs for maintenance Services are due in advance, beginning on the date established in the Commission Contract. In the event of (express or tacit) extension of the concerned Commission Contract, the involved costs are due on the date on which the extension begins.

5.6 Contrary to the provisions of paragraph 4 of this article, invoices for licences for Standard Software are immediately due and must be paid in advance or, at the latest, on the date on which the licence becomes effective or, if applicable, on the first day of the concerned extension period.

5.7 All payments must be made without deductions or adjustments of any kind.

5.8 Any discounts are valid only if all invoices are paid in full within the agreed payment period.

5.9 A reclamation for alleged incorrect invoices must be received by Pulse in writing within eight (8) days of the invoice date; absence of such notification lapses the right to reclamation for the concerned invoice.

5.10 If the Client has not paid the owed amount even after notice of default and a reasonable period of time for payment has been granted, Pulse can entrust the claim to a third party and Pulse has the right to compensation for, in addition to interest accrued at the statutory rate, the extrajudicial or legal expenses that must be made to collect the requested payment, the amount of which is equivalent to at least 15% of the total amount due and at minimum €250,-.

5.11 Notwithstanding the provisions of Article 11, Pulse has the right, in the event of late payment by the Client, to suspend the fulfilment of all, or a portion of its obligations.

5.12 Ownership of Equipment and/or PLCs to be delivered by Pulse is not transferred to the Client until the Client has paid the full amount due and/or any amounts due in accordance with paragraphs 4 and 10 of this article.

5.13 Notwithstanding the provisions of the previous paragraph, the risk of loss or damage to any Equipment and/or PLCs is the responsibility of the Client from the moment of Delivery or transfer of possession (that is, the moment at which these are made available for use).

5.14 Rights are first granted to the Client, or in this case transferred, at the moment the Client has paid the agreed amount in full.

Article 6. Telecommunication

6.1 If the Equipment or other devices must be connected to telecommunications facilities, or if the Software or PLC Software require the use of telecommunications facilities, the Client is responsible for the (on time) selection and acquisition of suitable facilities. The Client is responsible for obtaining any necessary permission(s) and shall comply with all the related conditions established by suppliers of telecommunications facilities and third parties in this regard.

Article 7. Guarantee

7.1 With regard to the Equipment, during a period of six (6) months from acceptance or, if no SAT is carried out, during a period of six (6) months from Delivery, Pulse guarantees that:

- the Equipment is provided with the agreed characteristics as established in the Functional Specifications of the Commission Contract or other documents approved in writing by both the Client and Pulse;
- the Equipment is constructed from quality components;
- the Equipment satisfies the current technical standards.

7.2 With regard to the Software and/or PLC Software, during a period of six (6) months from acceptance or, if no SAT is carried out, during a period of six (6) months from Delivery, Pulse guarantees that:

- the Software and/or PLC Software are provided with the agreed characteristics as established in the Functional Specifications of the Commission Contract or other documents approved in writing by both the Client and Pulse;
- the Software and/or PLC Software are written in such a manner that they are efficient, reliable and coherent;
- the Software and/or PLC Software satisfies the current technical standards;
- the Software and/or PLC Software do not contain any security measures or functions or elements not common to Software and/or PLC Software, except those indicated in the Documentation.

7.3 Pulse guarantees that, if this is expressly agreed in the Commission Contract, during a period of six (6) months following Acceptance:

- the Equipment and Software are suitable for use with each other, as well as with the IT infrastructure and workstations currently in use by the Client and approved by Pulse;
- the PLC Software developed by Pulse is suitable for use with the PLC approved by Pulse for which it was developed;
- the Equipment has the proper configuration and sufficient capacity to function with the Software as specified in the Commission Contract.

7.4 With regard to delivered Equipment and with regard to Software and/or PLC Software developed by Pulse, during a period of six (6) months from acceptance or, if no SAT is carried out, during a period of six (6) months from Delivery, Pulse guarantees that it will resolve Deficiencies, to the extent possible, in conformance with Pulse's normal procedures, which include a work-around as a possible temporary or permanent solution. Pulse does not guarantee that the Software and/or PLC Software will function without Deficiencies or that it will be possible to resolve all Deficiencies.

7.5 Pulse has the right to charge the Client for the cost of repairs under any of the following conditions: (a) improper use by the user (b) gross negligence by the user and/or the Client organisation (c) use not in keeping with the intended use (d) Deficiencies caused by equipment, systems, software and/or PLC software not delivered and maintained by Pulse (e) use of equipment other than that recommended by Pulse (f) use of durables or consumables that do not satisfy the specifications pre-approved by Pulse (g) changes made to the Software and/or PLC Software by Third Parties

without advance approval (h) repairs carried out by Third Parties that are not pre-approved by Pulse.

7.6 Contrary to the previous provisions, for equipment delivered by Third Parties and/or software and/or PLC software that is developed by Third Parties, the guarantee conditions of Third Parties apply.

7.7 With regard to Services that are to be performed, Pulse guarantees that:

- these shall be carried out in a professional manner;
- its personnel shall have sufficient qualifications throughout the duration of the Commission Contract.

Article 8. Licences and intellectual property

8.1 All rights to intellectual property for the Software and/or the PLC Software are the property of Pulse or its licence providers. The Client is exclusively granted licences for use and the rights that are explicitly indicated in the Commission Contract or the individual licence agreement(s).

8.2 The Client may not remove or alter any statement concerning rights to intellectual property, including any indication of the confidential nature of the Software and/or PLC Software.

8.3 Pulse shall indemnify the Client from any claims of Third Parties regarding infringement of the intellectual property rights of those Third Parties, similar claims in relation to know-how, unfair competition and similar rights. If, in a legal decision not open to challenge or appeal in which Pulse is involved as a legal party, a judge under Netherlands law determines or Pulse acknowledges that the Software and/or PLC Software infringe upon the intellectual property rights of a Third Party, Pulse shall, at its cost and choice, after consultation with the Client, either obtain the right to continued use of the Software and/or PLC Software or replace the infringing portion of the Software and/or PLC Software or change them in such a manner that the infringement is ended and the functionality remains unaltered to the greatest extent possible.

Article 9. Privacy

9.1 Under the Personal Data Protection Act and/or other legislation regarding privacy and the protection of personal information, Pulse shall be considered "the processor" and the Client as "the responsible party". Pulse shall under no circumstances be considered the responsible party as defined in this Act.

9.2 In compliance with the Personal Data Protection Act, Pulse guarantees a reasonable level of security of the work if this work involves the processing of personal data as defined in this Act. A reasonable level of security is related to the circumstances, such as the nature of the data and the expense required to guarantee a particular level of security.

9.3 The Client guarantees that it shall operate in compliance with the Personal Data Protection Act and will satisfy all obligations established by this Act. An obligation can be to provide notification of the processing of personal data to the Data Protection Board.

9.4 The Client guarantees the lawfulness of the use of personal data, processing, archiving, purpose of use, exchange of personal data and any other use that results from the performance of services related to this agreement.

9.5 The Client indemnifies Pulse of any claims from Third Parties, including the Data Protection Board and individuals, in relation to a failure to comply with the Client's obligations as established in this article.

Article 10. Non-disclosure and security

10.1 Parties shall take the necessary measures to ensure that information they receive from the other party, and which they know or should know to be of a confidential nature, is not disclosed. Except when written permission has been received in advance from the other party, each party shall refrain from making confidential information, to which they have access, available to Third Parties and will only make such information available to its own employees to the extent that this is required to perform the agreed services. Parties shall require their employees to conform to this non-disclosure agreement.

Article 11. Term, suspension and ending

11.1 The Commission Contract begins on the date that both parties have signed it, unless the parties agree otherwise.

11.2 The Commission Contract is entered for the duration established therein.

11.3 If no duration is specified in the Commission Contract, it is valid for an indefinite duration, unless the nature of the Commission Contract is such that an indefinite duration is not possible. In this case the expiration date will be apparent from the content of the Commission Contract.

11.4 If the Commission Contract is of indefinite duration, the Client and Pulse both have the right to terminate the agreement, providing that notice is given two (2) months in advance. The Commission Contract can only be terminated

at the end of a calendar year, unless otherwise established in writing.

11.5 If the Commission Contract is of definite duration, the Commission Contract is ended upon expiration of the specified term. Parties can jointly decide to extend the Commission Contract.

11.6 If the Commission Contract concerns maintenance work, the Commission Contract has a duration of one (1) year. At the end of this period, the Commission Contract is tacitly extended for the same period, ad infinitum, until one of the parties provides written notice by registered mail indicating the desire to terminate the Commission Contract at the end of the current period, with respect for the two (2) month period of notice.

11.7 If a Third Party supplier implements a price increase of more than 10% that has influence on a Commission Contract between the parties, the Client has the right to terminate the Commission Contract by giving notice. Notice must be given within thirty days of the announcement of the concerned price increase. The termination shall be effective from the moment at which the price increase should become effective.

11.8 If a Third Party supplier discontinues the development of Software or parts or versions thereof, Pulse has the right to terminate the Commission Contract with relation to the Programs via written notice sent by registered mail, with respect of three (3) month period of notice. In that case, Pulse shall return any pre-paid maintenance fees, or other fees, to the Client on a pro rata basis.

11.9 If the licence for Software is terminated by a Third Party supplier or the Client, Pulse has the right to terminate the Commission Contract that relates to the Software via written notice sent by registered mail to the Client, effective on the same date that the licence ends. In that case, Pulse shall return any pre-paid maintenance fees, or other fees, to the Client on a pro rata basis.

11.10 If the Client does not meet an obligation that arises from the Commission Contract or any related Commission Contract, or does not do so on time, or if there is good reason to believe that the Client is not capable of meeting its contractual obligations, Pulse has the right to suspend the execution of the Commission Contract and/or related Commission Contract(s), without incurring any obligation for compensation of damages. Suspension will not occur before Pulse has provided the Client with written notice and a reasonable period in which to meet its obligations.

11.11 Beyond what is established elsewhere in these General Conditions:

- a. each of the parties has the right, without the requirement for any summons or proof of default outside Court, to terminate the Commission Contract in part or in whole, via written notice sent by registered mail or via a legal procedure, if the other party does not meet its obligations and continues to refuse to do so after it has received notice of default and a reasonable period in which to meet its obligations.
- b. each of the parties has the right, without the requirement for any summons or proof of default outside Court, to terminate the Commission Contract, via written notice sent by registered mail, if the other party has been granted suspension of payment; the other party has made a declaration of bankruptcy, has requested to be declared bankrupt or has been declared bankrupt; the company of the other party is liquidated or ended other than by merger; a significant portion of the assets of the other party has been or will be seized, or the other party is no longer considered to be capable of meeting its obligations.

11.12 If, at the moment of dissolution, the Client has already received goods and/or services based on agreements in the Commission Contract that is to be dissolved, the delivered goods/services and the associated obligation for payment will not be subject to reversal.

11.13 In the case of suspension or dissolution, compensation for goods/services that have already been provided by Pulse becomes immediately due with deductions for amounts previously paid by the Client for such goods/services and the costs saved by Pulse as a result of the suspension or dissolution. In the case of suspension, any Equipment that was made ready for delivery by Pulse before the moment of the suspension and/or any Software and/or PLC Software that were prepared for delivery by Pulse before the moment of the suspension will be stored at the expense and risk of the Client.

11.14 In the interest of the continuity of operations, Pulse and the Client agree that in the case of cancellation by either of the parties, or in the case of dissolution by the Client as intended in this article, the parties shall respond by entering a dialogue concerning the transfer of maintenance responsibilities and/or other issues that require discussion.

11.15 If demanded by Pulse, the Client shall, following the dissolution, at the first request of Pulse, return or destroy the

Equipment and/or Software without delay, to the extent that this is possible. Concerning PLCs with PLC Software prepared by Pulse, the parties shall, at the earliest opportunity, seek contact to discuss the return of the PLC.

11.16 Obligations that, due to their nature, are intended to remain in force after the termination of the contract, remain in force. The ending of the commission expressly does not relieve the parties of their obligations concerning non-disclosure, intellectual property, applicable jurisprudence and competent court.

Article 12. Liability

The liability for shortcomings in the fulfilment of an obligation established by the Commission Contract and any related agreements, as well as the liability for any damage to persons and/or property, is limited to the amount of the invoice for the products and/or services provided by Pulse to the Client to which the liability claim relates.

12.1 Pulse is not liable for indirect damage, including consequential loss, suffered loss, loss of goodwill and loss of income.

12.2 Pulse is not liable for any results that in any way relate to production losses and/or interruptions.

12.3 The liability of Pulse in relation to shortcomings in the fulfilment of the Commission Contract arises only if the Client notifies Pulse of the shortcoming immediately and thoroughly in writing, provides a reasonable period in which to correct the shortcoming, and Pulse continues to fail to meet its obligations even after this period.

12.4 If, through the establishment of the Commission Contract, there is an agreement in place concerning a fine or penalty, this shall always take the place of any potential exemplary damages.

12.5 The liability limitations established in this article lapse:

- a. in the case of deliberate intent or gross negligence;
- b. in the case of damage as a result of death or injury.

12.6 The Client indemnifies Pulse of any claims from Third Parties due to product liability as a result of a Deficiency in a product or system delivered to the Third Party by the Client, which was created in part through the use of Equipment, Software and/or PLC Software delivered by Pulse, except if, and to the extent that, the Client proves the damage was caused by the Equipment, Software and/or PLC Software.

Article 13. Force majeure

13.1 Neither party is compelled to fulfil any obligation if it is prevented from doing so by force majeure. Force majeure includes: sickness of personnel lasting longer than ten (10) Work Days, strikes, late delivery or unsuitability of materials, liquidity/solvability problems on the side of Pulse, and shortcomings in the fulfilment of obligations by Third Party suppliers.

13.2 Parties can only make declarations of force majeure in relation to each other if the concerned party notifies the other party as soon as possible of the declaration of force majeure. The party that makes a declaration of force majeure shall supply proof of the force majeure situation at the first request.

13.3 A party has the right, if the force majeure situation on the side of the other party lasts longer than 60 Work Days, to dissolve the Commission Contract immediately by means of a written letter sent by registered mail, without being liable to pay any compensation.

Article 14. Transfer and calling in third parties

14.1 A party can only transfer rights and obligations to a Third Party after receiving written permission from the other party. Such permission shall not be refused on unreasonable grounds.

14.2 Pulse has the right to make use of hired personnel for the execution of the Commission Contract. This does not detract from the responsibility of Pulse to fulfil its obligations arising from the Commission Contract and these General Conditions as well as the obligations that it incurs as an employer under taxation and social security legislation.

14.3 Throughout the duration of the Commission Contract, as well as during the twelve (12) months after its ending, both parties shall refrain from making any offers to and/or hiring (directly or indirectly) employees of the other party, unless permission has been received in advance from the other party. Breach of this clause will result in a penalty, immediately payable without involvement of the courts, of €25.000,- per incident, plus €2.500,- per day for each day that the breach continues, without prejudice to the right to compensation for damages that have resulted or will result from the breach. This condition lapses in the case of suspension of payment or request for bankruptcy by either party.

14.4 Pulse has the right to supply Equipment, Software, PLC Software or Services of a Third Party supplier to the Client, or to have a Third Party supplier deliver to, or carry out services for, the Client. In that case, the General Conditions

of the Third Party supplier take the place of these General Conditions for the concerned Equipment, Software, PLC Software or Services. Pulse shall, in such as case, serve as a co-ordinator, which implies that the client can contact Pulse for questions and information related to the Equipment, Software, PLC Software or Services and that Pulse will subsequently contact the Third Party supplier.

Article 15. Documentation

15.1 Pulse shall provide the Client with at least one complete set of Documentation if, and to the extent that, the Client has a right to such in accordance with the Commission Contract or these General Conditions. The Documentation will be provided in Dutch or English, to be determined by Pulse.

15.2 The Documentation must be such:

- a. that it provides a complete description of the Equipment, Software or PLC Software delivered by Pulse and the associated functions thereof;
- b. that the Client and its users can easily make use of all the functions of the Equipment, Software or PLC Software;
- c. that maintenance, if and to the extent agreed, can be performed efficiently.

15.3 Pulse shall ensure that the documentation is ready at a time to be determined by Pulse or at the time established in the Commission Contract between the parties. Following acceptance, Pulse shall provide this Documentation to the Client in the quantities, media format, and manner determined in the Commission Contract.

15.4 Throughout the period that Pulse is responsible for maintenance of the Equipment, Software or PLC Software, Pulse shall ensure that the Documentation it has provided will be replaced, changed or updated with all due haste if at any time it should appear that the Documentation contains incorrect information or is in any other way incomplete, inadequate, unclear or out of date.

15.5 The intellectual property rights concerning the Documentation specifically developed for the Client – including the Documentation for Customised Software or PLC Software– shall be transferred in the appropriate manner from Pulse to the Client at first request. Concerning the Documentation for Standard Software or Standard Customised Software, Pulse grants the Client a permanent, irrevocable and non-exclusive licence.

Article 16. Governing law and disputes

16.1 All offers and agreements, to which these General Conditions apply, in part or in whole, are governed by the laws of the Netherlands.

16.2 All disputes that arise from or are a result of offers or agreements to which these General Conditions apply in part or in whole, or from (additional) obligations resulting from an agreement, between the parties and/or their legal successors, shall be submitted to the court of competent jurisdiction in the location where Pulse is established under the Presiding Judge of the District Court in summary procedure. This condition applies to the extent it does not conflict with conditions established by law.

16.3 Before the dispute is presented to the court, the parties shall endeavour to resolve the dispute themselves. In this case, the directors or managers of both parties shall meet within fourteen (14) days after one party has submitted a request to the other party, with the goal of reaching a resolution. If the parties cannot resolve the dispute between themselves, the parties shall submit the dispute to some alternative authority for the conciliation of differences, such as arbitration, binding advice, mediation or mini-trial. If the parties cannot reach an agreement via the authority to which the dispute has been presented, the Foundation for the Settlement of Automation Disputes (*Stichting Geschillenoplossing Automatisering*, SGOA) is authorised, on the basis of its statutes and regulations, to preside in the dispute and the SGOA shall then make a decision binding to both parties.

Article 17. Various

17.1 These General Conditions apply, with exclusion of all other general or specific conditions of Pulse or the Client, to the delivery of all Equipment, Software or PLC Software or all Services to be carried out by Pulse for the Client, with the exception of situations in which the Delivery or licence conditions of Third Party suppliers are applicable according to these General Conditions.

17.2 Changes to these General Conditions and/or additions to the same are only valid when agreed in writing.

17.3 If a change to these General Conditions leads to an increase or reduction of expenses, the resulting change of price must be agreed in writing between the parties.

17.4 In the case of any conflict between the conditions of the Commission Contract and the conditions of these General Conditions, the Commission Contract shall prevail.

17.5 If anyone of the conditions of these General Conditions is invalid or becomes invalid, the remaining conditions of these General Conditions remain in force and the parties shall meet to determine a replacement condition that maintains the intent of the original condition of these General Conditions to the greatest extent possible.

17.6 In situations not covered by these General Conditions, or for which modification of these General Conditions is necessary, the parties shall discuss the matter.

17.7 All offers from Pulse are without obligation, unless otherwise indicated in the offer.

17.8 The intellectual rights, including author's rights, concerning the (content of) offers, including all attachments, which include but are not limited to the (report of) preliminary investigations that are carried out and put in writing during the process of preparing the offer, remain the property of Pulse and are not transferred to the Client.

17.9 The Commission Contract between parties is established at the moment it is put in writing and is signed by authorised representatives of both parties, unless otherwise agreed in writing by both parties.

17.10 Notifications provided by one party to the other, shall be made in writing or electronically (via fax or e-mail), with the understanding that the party that chooses to use an electronic medium carries the risk if the notification, according to the other party, does not arrive or does not arrive in good order.

17.11 The failure by one of the parties to request compliance with any condition established by the Commission Contract or these General Conditions does not diminish the right to request compliance at a later time unless the concerned party expressly agreed to the non-compliance in writing.

CHAPTER 2 "LICENCE FOR THE USE OF SOFTWARE AND PLC SOFTWARE"

The conditions in this chapter "Licence for the use of Software and PLC Software" are, in addition to the General Conditions (Chapter 1) and possible other applicable chapters from these General Conditions, applicable to all Software, including Standard Software, Standard Customised Software and Customised Software, unless a specific type is expressly named, as well as to all PLC Software.

Article 18. Licence

18.1 In compliance with the licence limitations included in this article, Pulse hereby grants the Client a non-exclusive licence to use the Software and/or PLC Software in accordance with the conditions of these Delivery Conditions.

18.2 Software and/or PLC Software from Third Party suppliers is subject to the licence conditions or conditions of use established by such Third Party suppliers. The Client accepts and recognises that it is bound by the conditions and provisions of such Third Party suppliers and agrees, if necessary, to enter an agreement with such Third Party suppliers or to authorise Pulse to do so, to the extent possible, in its name.

18.3 The Client is not authorised to allow Third Parties to use or examine Software and/or PLC Software unless Pulse has provided express, written permission.

18.4 The client is not authorised to make changes to the Software and/or PLC Software unless Pulse has provided express, written permission.

18.5 The Client is forbidden to make copies of licensed files via diskettes, tapes, data transfer or other means, other than for the purposes of a backup copy or installation.

18.6 Pulse commits to co-operate at the first request of the Client, with the escrow of source code and associated technical Documentation for Customised Software and/or PLC Software developed by Pulse. The costs resulting from this escrow shall be paid by the Client.

18.7 The Client declares that neither it nor via its headquarters, subsidiary, affiliate, intermediary or similar shall:

18.8 sell, lease, licence, sub-licence, encumber or otherwise transfer the Software and/or PLC Software or the Documentation or a portion thereof;

18.9 decompile, disassemble or reverse engineer the Software and/or PLC Software or any portion thereof except and to the extent this cannot be excluded on the grounds of compelling legal decisions;

18.10 use the Software and/or PLC Software to provide services to Third Parties related to data processing, commercial time share, or rental or participation arrangements or on a service bureau basis.

18.11 Every form of infringement to the licence rights for Software and/or PLC Software established in these General Conditions by or for the Client gives Pulse the right, without involvement of the courts, to dissolve the agreement, without prejudice to Pulse's right to compensation for damages.

CHAPTER 3 "ACCEPTANCE"

The conditions in this chapter "Acceptance" are, in addition to the General Conditions (Chapter 1) and possible other applicable chapters from these General Conditions, applicable if a FAT and/or SAT are agreed between Pulse and the Client.

Article 19. Acceptance

19.1 Pulse and the Client can carry out a FAT, if agreed in writing, prior to the delivery of that which is produced in accordance with the Commission Contract. The result of the FAT shall be established in writing and signed for agreement by the client.

19.2 The Client shall carry out a SAT, if agreed between the parties, after the Ready-for-use Delivery of the Equipment, Software and/or PLC Software.

19.3 During the SAT, Pulse shall assist the Client, if requested, at the current rates.

19.4 Within twenty (20) Work Days of the date of Ready-for-use Delivery, the Client shall have completed the SAT.

19.5 Within five (5) Work Days after the SAT has been completed, the Client shall send Pulse a dated report of the SAT. This report shall contain any Deficiencies that have been found, a statement indicating whether it functions well as a whole, and a declaration indicating whether the Equipment, Software or PLC Software have been accepted. If Pulse has not received the results of the SAT at the end of this period, Pulse shall send the Client a written request to provide it without further delay. If Pulse does not receive a reply within ten (10) Work Days of the date of the reminder, Pulse shall consider the Equipment, Software or PLC Software to have been accepted.

19.6 Minor Deficiencies, including Deficiencies that by nature and/or number do not prevent use in production, will not be considered reason to withhold acceptance, without prejudice to the obligation of Pulse to correct the Deficiencies at no cost as intended in paragraph 6 of this article.

19.7 If possible, Pulse shall make every effort to correct the Deficiencies established in the report mentioned in this article, at its own cost, within twenty (20) Work Days of receipt of said report. For Equipment, Software or PLC Software from a Third Party supplier, Pulse shall submit any Deficiencies to the Third Party supplier, which will correct the Deficiencies in accordance with the applicable terms and conditions. If Pulse considers it necessary, during the time that the Third Party supplier requires to correct the Deficiency, Pulse shall attempt to provide a suitable temporary solution.

19.8 If the client has not accepted the Equipment, Software or PLC Software during the SAT, the SAT shall be repeated within ten Work Days (10) after the indicated Deficiencies have been corrected, in conformance with the conditions of this article.

19.9 If the Equipment, Software or PLC Software is accepted by the Client the date on which the associated report is signed by the Client becomes the effective date of acceptance and the conclusion of the SAT.

19.10 If the Client chooses to carry out no, or only a partial, SAT and/or the Client begins to use the delivered items before acceptance, Pulse expressly rejects any responsibility and potential liability with regard to the Equipment, Software and/or PLC Software delivered by Pulse. In addition, the date of delivery is applicable as the date of acceptance and as the legal date of conclusion of the SAT.

19.11 The client also has the right to submit Updates of the Software or PLC Software to a SAT in conformance with the conditions of this article.

CHAPTER 4 "DELIVERY OF EQUIPMENT"

The conditions in this chapter "Delivery of equipment" are, in addition to the General Conditions (Chapter 1) and possible other applicable chapters from these General Conditions, applicable if Pulse delivers Equipment to the Client.

Article 20. Delivery of Equipment

20.1 Pulse shall deliver the Equipment to the Client in accordance with the prices and fees established in the Commission Contract.

20.2 Pulse shall deliver the Equipment, including accompanying items, materials, accessories and Documentation to the location specified in the Commission Contract, in the absence of which the Client must collect the Equipment from Pulse.

20.3 Pulse shall provide adequate advance notice to the Client of the intended time of Delivery of the Equipment.

20.4 The Client is responsible for making the necessary arrangements to receive the Equipment.

20.5 At the delivery location, Pulse shall remove the packaging –if necessary– from the Equipment.

20.6 The Client must carefully retain all packaging so that Pulse will be able to accept possible return shipments.

20.7 The Client is responsible for the disposal of all packaging and containers in which the Equipment is

delivered in accordance with the applicable waste disposal regulations. The Client indemnifies Pulse of possible claims that originate as a result of non-compliance with such regulations.

20.8 Following delivery of the Equipment, Pulse shall have the Client sign a proof-of-delivery document.

Article 21. Installation of Equipment

21.1 If specified in the Commission Contract, Pulse shall install the Equipment.

21.2 During Work Hours the Client shall afford Pulse unconditional, complete and safe access to the installation location and shall have affected all necessary preparations for the installation in a timely fashion, by failure of which Pulse has the right to charge the Client for resulting additional expenses. The time at which the Installation can take place shall be determined in mutual agreement.

21.3 During the Installation, at least one employee of the Client, with appropriate expertise and authorisation, shall be made available to Pulse to assist Pulse as necessary. If such an employee is not present, Pulse has the right to charge the Client for related extra costs, such as waiting time.

Article 22. Ready-for-use delivery and acceptance of Equipment

22.1 Pulse shall make the Equipment available to the Client in conformance with the conditions of this chapter or, if it is agreed that Pulse carries out the Installation, through Installation of the Equipment.

22.2 As soon as, in the opinion of Pulse, the Equipment is Ready-for-use, Pulse shall provide the Client with a certificate indicating that the Equipment has been delivered Ready-for-use. The date of the certificate is the effective date of Ready-for-use delivery.

22.3 If no SAT is agreed, the Client is considered to have accepted the Ready-for-use delivery of the Equipment fourteen (14) days after its completion. If the parties have agreed in writing to a SAT, the Equipment is considered to be accepted after approval of the SAT by the Client.

22.4 The SAT is carried out in the manner described in Chapter 3 (Acceptance).

CHAPTER 5 "DELIVERY, INSTALLATION AND IMPLEMENTATION OF STANDARD SOFTWARE"

The conditions in this chapter "Delivery, Installation and Implementation of Standard Software" are, in addition to the General Conditions (Chapter 1) and possible other applicable chapters from these General Conditions, applicable if Pulse delivers, installs and/or implements Standard Software to/for the Client.

Article 23. Delivery, Installation and Implementation of Standard Software

23.1 Pulse shall make the Standard Software available to the Client through Delivery or, if it is agreed that Pulse carries out the Installation and Implementation, through the Installation and Implementation thereof. In the later case, paragraphs 2 through 4 of this article apply.

23.2 As soon as, in the opinion of Pulse, the Equipment is Ready-for-use, Pulse shall provide the Client with a Packing list or Acceptance document indicating that the Equipment has been delivered Ready-for-use. The date of the certificate is the effective date of Ready-for-use delivery.

23.3 If no SAT is agreed, the Client is considered to have accepted the Software fourteen (14) days after the Ready-for-use delivery thereof. If the parties have agreed in writing to a SAT, the Software is considered to be accepted after approval of the SAT by the Client.

23.4 The SAT is carried out in the manner described in Chapter 3 (Acceptance).

CHAPTER 6 "DEVELOPMENT, INSTALLATION AND IMPLEMENTATION OF CUSTOMISED SOFTWARE"

The conditions in this chapter "Development, Installation and Implementation of Customised Software" are, in addition to the General Conditions (Chapter 1) and possible other applicable chapters from these General Conditions, applicable if Pulse develops and/or installs and implements Customised Software for the Client.

Article 24. General

24.1 Pulse and the Client shall specify in the Commission Contract which Customised Software shall be developed. If agreed in the Commission Contract, the specification shall include an overview of the Functional Specifications and, if appropriate, a schedule.

24.2 Pulse shall develop the Customised Software with appropriate expertise and care.

24.3 The Client guarantees the accuracy and completeness of the data it provides to Pulse. The Client shall, furthermore, deliver the required data on time. Possible additional data shall be provided by the Client, without delay, at the first request of Pulse. Article 3 shall apply by analogy in the case that this leads to a change of scheduling and delay.

24.4 If Functional Specifications have been composed by or in the name of the Client, the Client guarantees the correctness of these Functional Specifications. Pulse is prepared to review /check these Functional Specifications on a subsequent costing basis. Pulse is not responsible for, and does not guarantee, the correctness of the Functional Specifications in relation to the (production) process for which these Functional Specifications have been written.

Article 25. Installation and Implementation

25.1 Installation and Implementation of Customised Software is carried out on the basis of a Project Plan that is established by the Client and Pulse.

25.2 As part of the Installation and Implementation, Pulse can carry out a test that allows Pulse to determine for itself that the Customised Software works properly.

Article 26. Ready-for-use Delivery

26.1 As soon as, in the opinion of Pulse, the Equipment is Ready-for-use, Pulse shall provide the Client with a certificate indicating that the Equipment has been delivered Ready-for-use. The date of the certificate is the effective date of Ready-for-use delivery.

26.2 If the parties have agreed in writing to a SAT, the Customised Software is considered to be accepted after approval of the SAT by the Client.

26.3 If no SAT is agreed, the Client is considered to have accepted the Customised Software fourteen (14) days after the Ready-for-use delivery thereof. If the parties have agreed in writing to a SAT, the Customised Software is considered to be accepted after approval of the SAT by the Client.

26.4 The SAT is carried out in the manner described in Chapter 3 (Acceptance).

CHAPTER 7 "SERVICES CONCERNING EQUIPMENT"

The conditions in this chapter "Services concerning Equipment" are, in addition to the General Conditions (Chapter 1) and possible other applicable chapters from these General Conditions, applicable if Pulse provides Services concerning Equipment.

Article 27. General

27.1 The Commission Contract specifies which Services concerning Equipment are to be performed.

27.2 The Services concerning Equipment are distinguished into Preventative Maintenance and Corrective Maintenance.

27.3 During the period in which Pulse performs maintenance for the Client, Pulse commits to perform the maintenance to the Equipment in conformance with the procedure employed by Pulse.

27.4 Following receipt of a request for Corrective Maintenance, Pulse shall discuss the problem with the Client and/or log in to the computer system of the Client via telecommunication and, if necessary, send a suitably qualified employee to the concerned location with all due haste. By signing the Commission Contract concerning maintenance of Equipment, the Client gives Pulse permission to log in to its systems if, and to the extent necessary, to perform maintenance.

27.5 If deemed necessary by Pulse, the Client shall make the Equipment available to Pulse at no cost to allow Pulse to carry out the maintenance.

27.6 Pulse reserves the right to suspend its obligation to perform maintenance during a period in which conditions at the site where the Equipment is installed are considered by Pulse to present risks to the safety or health of its employees.

27.7 Pulse reserves the right to replace the Equipment, in part or in whole, if it appears to be defective or requires additional diagnostics. The replacement Equipment becomes the property of the Client. The replaced Equipment becomes the property of Pulse. Within the framework of the agreement, the replacement Equipment takes the place of the replaced Equipment.

27.8 If the Client chooses not to allow the Equipment to be replaced or repaired, Pulse can, by means of written notification, immediately terminate, or allow to be terminated, the maintenance concerning the Equipment.

27.9 Pulse is not required to carry out maintenance to Equipment that it did not provide or deliver. If Pulse is disposed to carry out this maintenance, it can examine the situation/equipment in advance. Pulse shall provide the Client with an estimate of the costs that are required to return the Equipment to a good state of repair, in which these costs, just as those of the investigation, shall be charged to the Client at Pulse's current rates.

27.10 Maintenance to Equipment does not include work that is required as a result of: (1) failures or fluctuations in an electrical storm, air circulation, humidity or other environmental conditions (b) accidents, transportation, neglect or improper use by the Client or a Third Party (c) deficiencies as a result of the repositioning of the Equipment (d) any Deficiency in/of an item or other attached

accessories/equipment that is not a part of the Equipment, regardless of whether it was or was not delivered by Pulse (3) natural disasters, fire, flood, war, and similar circumstances (f) any attempt of anyone other than Pulse to adjust, repair or maintain the Equipment (g) any Deficiency in removable storage media.

27.11 The maintenance mentioned in the previous paragraph can be carried out by Pulse, to the extent it is capable of doing so, at its current rates upon the Client's request.

27.12 Unless otherwise agreed, maintenance to Equipment does not include: (a) service other than at the location, or at a location other than approved in writing by Pulse (b) the repair or replacement of plastic components, including but not limited to cabinets, removable doors, plates and paper holders (c) the repair or replacement of consumable articles, including but not limited to tapes, disk packs, cleaning kits, printer ribbons, printer heads, laser printer drums, toner cartridges, and similar items (d) maintenance or support of the operating system for any equipment (e) electrical work or other types of work in the area of the Equipment (f) modifications to the Equipment (g) restoration or reconstruction of data or programs that have been lost or damaged as a result of any failure or interruption of the Equipment (h) services that are required as a result of the failure of the Client to meet its obligations.

27.13 At request of the Client, and to the extent Pulse is capable of doing so, Pulse can carry out the work mentioned in the previous paragraph on the basis of subsequent costing at the current rates of Pulse.

27.14 The Client shall notify Pulse of any Deficiency in the Equipment as soon as it has occurred, in conformance with the agreements in the Commission Contract.

27.15 During the execution of maintenance at the Client's location, the Client shall provide at least one employee with appropriate expertise and authorisation. If such an employee is not present, Pulse has the right to charge the Client for related extra costs, such as waiting time.

27.16 The Client declares to possess complete ownership of the Equipment and, to the extent necessary, to have permission of the owner for the establishment of a maintenance contract with Pulse and the right to demand compliance from the owner with the maintenance obligations thereof. The Client indemnifies Pulse in this regard from claims and the like from the owner of the Equipment.

27.17 The Client shall:

- provide at its own cost the telecommunications provisions that Pulse can reasonably require for the performance of tests and diagnostics;
- in a conscientious manner, make regular back-ups of programs, databases, information, and configuration files.

CHAPTER 8 "SERVICES CONCERNING SOFTWARE"

The conditions in this chapter "Services concerning Software" are, in addition to the General Conditions (Chapter 1) and possible other applicable chapters from these General Conditions, applicable if Pulse provides Services concerning Software.

Article 28. General

28.1 Services concerning Software consist of maintenance and are distinguished into Updates and Error Corrections and/or support. The Services and forms of maintenance to which the Client has rights and the Software to which this maintenance applies shall be indicated in the Commission Contract.

Article 29. Updates and Error Corrections

29.1 If the Commission Contract establishes that Pulse will provide Updates, the conditions of this article apply.

29.2 Pulse provides the Client with Updates and/or Error Corrections after these are released by Pulse or Third Party suppliers. The provision of these does not include the Installation or Implementation thereof.

29.3 Work related to the Installation and Implementation of Updates and/or Error Corrections are not included in the compensation for maintenance and shall be carried out by the Client itself, either by downloading these via a modem connection and installing them itself, or by means of a data medium provided by Pulse that includes an automatic installation procedure.

29.4 At the request of the Client, Pulse shall carry out the Installation and Implementation of Updates and Error Corrections. Pulse has the right to charge its current rates here for.

29.5 Pulse does not guarantee that the Client shall be able to make use of the Updates and Error Corrections without any problems.

29.6 Pulse does not guarantee any retroactive compatibility between versions, modules or their functionality. Pulse shall do its utmost to provide the Client with resources, programs, and so forth, as well as provide Services to assist the Client

with the migration to the new version of the Software. Pulse has the right to charge its current rates herefor.

29.7 At the request of the Client, Pulse can carry out the following work on the basis of subsequent costing at rates to be mutually agreed:

- Installation of the Updates and Error Corrections in a client-specific test environment;
- verification of the functionality of Standard Software, if necessary in conjunction with the Customised Software and/or Standard Customised Software in use by the Client;
- consultation with the Client to determine if adaptations of Customised Software and/or Standard Customised Software are necessary;
- realisation of the adaptations required for this purpose;
- installation of Updates and Error Corrections in the Client's production environment.

29.8 Updates and Error Corrections are considered to be part of the Software to be maintained from the day on which they are added to the Software.

29.9 The Client commits to always follow the policy of Pulse or Third Party suppliers concerning Updates and Error Corrections.

29.10 Three (3) months after an Update and/or Error Correction has been made available, Pulse is no longer required to correct Deficiencies in the old Update and/or Error Correction and/or to provide other maintenance concerning the Software replaced by the Update and/or Error Correction.

29.11 If the Software is extended with products not supplied by Pulse, Pulse is not responsible for maintaining these products.

29.12 The Updates and Error Corrections to Software from Third Party suppliers are made available under the licence conditions of the Third Party supplier. Updates and Error Corrections to Customised Software and Standard Customised Software are made available on the basis of the licence conditions of Pulse as applicable to Customised Software and Standard Customised Software themselves.

Article 30. Support

30.1 If the Commission Contract establishes that Pulse shall provide support, the conditions of this article and the conditions agreed in the SLA apply.

30.2 Support can include the following:

- information and advice regarding the use of the Software provided by the service desk to designated trained employees via the telephone on Work Days during Office Hours;
- in emergency cases, support provided outside Office Hours in order to ensure continuity to the greatest possible extent.

30.3 If the parties have agreed to the provision of support in the SLA, Pulse shall perform maintenance work, following a support request, via a modem connection. Pulse shall establish a modem connection at the expense of the Client. The Client must follow the regulations established by Pulse concerning the type and use of the modem connection and, by signing the Commission Contract, provides Pulse with permission to establish a modem connection and to use it for the purpose described in this article.

30.4 If agreed in consultation between the two parties, Pulse shall provide support at the Client's location. Work at the Client's location is performed on the basis of subsequent costing at the current rates.

30.5 Establishing whether, and to what extent, work must be performed outside Office Hours, is determined in consultation between the parties and is established in the SLA. Pulse has the right to a surcharge for work performed outside of Office Hours.

30.6 The Client shall present all support questions to the Pulse service desk and Pulse shall handle these support questions in conformance with the appropriate procedures as established in the SLA.

30.7 If a support request concerns a Deficiency, this Deficiency shall be handled by Pulse if the Deficiency is demonstrable and reproducible and the Deficiency occurs in a supported version of the concerned Software and notification of the Deficiency is made by an employee of the Client jointly designated by Pulse and the Client.

30.8 Failures and/or Deficiencies in the Software that are caused by: (a) improper use by the user (b) gross negligence of the user and/or the organisation (c) use not in keeping with the intended use (d) causes originating in systems and Software not delivered and maintained by Pulse (e) use of equipment other than that advised by Pulse (f) use of durables or consumables that do not satisfy the specifications pre-approved by Pulse (g) successful or unsuccessful changes made to the Software by Third Parties without advance approval by Pulse, are not covered by Pulse's maintenance obligations. Repair of such failures

and/or Deficiencies shall be performed at Pulse's current rates.

30.9 The Client shall make the Software and data files required for the maintenance available to Pulse at no charge for a sufficient number of contiguous hours.

30.10 The Client shall take appropriate measures to prevent damage to the Software and data files that could occur as a result of the work to be performed by Pulse.

30.11 During the maintenance work, at least one representative of the Client with appropriate expertise and authorisation shall be present, in the absence of which Pulse has the right to charge the Client for related extra costs, such as waiting time, unless use is made of a modem connection.

30.12 The Client shall ensure that the knowledge level of the users and system managers is, and remains, at a level deemed acceptable by Pulse.

30.13 Restoration of damaged or destroyed data is not covered by Pulse's maintenance obligations.

CHAPTER 9 "PLC SOFTWARE"

The conditions in this chapter "PLC Software" are, in addition to the General Conditions (Chapter 1) and possible other applicable chapters from these General Conditions, applicable if Pulse develops and/or implements and installs and/or maintains PLC Software.

Article 31. General

31.1 The Commission Contract shall establish whether Pulse develops and/or implements PLC Software for the Client. The Commission Contract shall include an annex with the Functional Specifications of the PLC Software that is to be developed and/or implemented and installed and a description of the system that must be controlled by the PLC Software.

31.2 Pulse shall develop the PLC Software with appropriate expertise and care, in accordance with the Functional Specifications.

31.3 The Client guarantees the accuracy and completeness of the data it provides to Pulse.

31.4 If Functional Specifications have been composed by or in the name of the Client, the Client guarantees the correctness of these Functional Specifications. Pulse is prepared to review/check these Functional Specifications on a subsequent costing basis.

Article 32. PLCs

32.1 If agreed in the Commission Contract, Pulse shall, on the basis of the annex with Functional Specifications and the description of the system/machine in which the PLC is to be installed, carry out the acquisition of the PLC and develop PLC Software for the PLC and/or implement and install these in the Client's system for which they are intended.

32.2 If the Client expressly indicates that it wants Pulse to develop and/or implement and install PLC Software in a PLC provided or made available by the Client, Pulse is only responsible for Deficiencies in the PLC Software and Pulse can, therefore, not be held responsible if the PLC and the PLC software are not suitable for the Client's intended purpose. The Client ensures that Pulse has the right to implement and install the PLC Software in the concerned PLC, and the Client indemnifies Pulse of any liability in relation to claims, and similar, of Third Parties.

Article 33. Development of PLC Software

33.1 If Pulse develops the PLC Software, the additional conditions below apply.

33.2 The development of PLC Software proceeds on the basis of a Project Plan that is developed in mutual agreement between the parties. The Project Plan includes a schedule. Pulse shall make every effort to follow the schedule, but shall nonetheless notify the Client if the schedule has been, or is in danger of being, overrun. The parties shall, in that case, discuss the situation and adjust the schedule as necessary.

Article 34. Installation and Implementation

34.1 If Pulse carries out the Implementation and Installation of PLC Software, the conditions in this article apply.

34.2 The Installation and Implementation of PLC Software proceeds on the basis of a Project Plan that is developed in mutual agreement between the parties. The Project Plan includes a schedule.

34.3 As part of the Installation and Implementation, Pulse can carry out a test that allows Pulse to determine for itself that the PLC Software works properly.

34.4 The Implementation of the PLC Software occurs on the PLC. After the Implementation is complete, Pulse may carry out the Installation of the PLC.

34.5 During the Installation of the PLC, the system/machine that is to be controlled by the PLC must be made unconditionally and completely available to Pulse, by failure of which Pulse has the right to charge the Client for resulting additional expenses. The time at which the Installation can

take place shall be determined in mutual agreement. Should the Client change the agreed time to a later time, Pulse has the right to charge the Client for resulting additional expenses, including wait time.

34.6 During the Installation at least one employee of the Client, with appropriate expertise and authorisation, shall be made available to Pulse to assist Pulse as necessary.

Article 35. Acceptance

35.1 As soon as, in the opinion of Pulse, the Equipment is Ready-for-use, Pulse shall provide the Client with a Packing list or Acceptance document indicating that the Equipment has been delivered Ready-for-use. The date of the certificate is the effective date of Ready-for-use delivery.

35.2 If no SAT is agreed, the Client is considered to have accepted the PLC Software fourteen (14) days after the Ready-for-use delivery thereof. If the parties have agreed in writing to a SAT, the PLC Software is considered to be accepted after approval of the SAT by the Client.

35.3 The SAT is carried out in the manner described in Chapter 3 (Acceptance).

Article 36. Services concerning PLCs and PLC Software

36.1 For Services concerning PLCs, the conditions in Chapter 7 are applicable in their entirety, wherein references to "Equipment" should be read as "PLCs".

36.2 For Services concerning PLC Software, the conditions in Chapter 8 are applicable in their entirety, wherein references to "Software" should be read as "PLC software" or "PLC Software".

CHAPTER 10 "SECONDMENT"

The conditions in this chapter "Secondment" are, in addition to the General Conditions (Chapter 1) and possible other applicable chapters from these General Conditions, applicable if Pulse makes employees available to the Client on the basis of Secondment.

Article 37. Secondment

37.1 If there is Secondment of Pulse employees and/or employees of Third Party suppliers to the Client, the following article applies.

37.2 The Commission Contract specifies:

- the name, function and qualifications of the employee(s) that is/are to be made available;
- the nature of the work and the location where this work is to be performed;
- the duration of the secondment;
- the scope of the secondment;
- the rate.

Changes to the duration or the nature of the Secondment are only possible following written approval from Pulse.

37.3 The work of the persons seconded by Pulse shall be carried out during Office Hours unless the parties have agreed otherwise in writing.

37.4 The Client shall provide an adequate and safe workplace. The seconded employees shall be provided with a laptop that includes standard office applications by Pulse.

37.5 The Client determines the specific tasks that are to be carried out and is at all times responsible for the manner in which the time is spent, guidance, monitoring, risks and results.

37.6 The Client has the right to make the employees provided by Pulse available to Third Parties, unless otherwise agreed by the parties in writing.

37.7 Pulse does not have the right to replace the seconded employees without prior consultation with the Client.

37.8 The Client shall not be charged for hours that a seconded employee is not able to perform his/her duties due to illness, vacation and/or leave.

37.9 In the event of sickness longer than ten (10) Work Days, vacation longer than fifteen (15) Work Days, resignation, leave other than vacation of longer than ten (10) Work Days, dysfunction or death of the seconded employees, Pulse shall provide suitable replacement(s). Replacement shall only occur after consultation with the Client.

37.10 The possible costs for training and orientation hours that may arise in connection with article 37 are at the expense of Pulse. If Pulse must replace a seconded employee at the request of the Client, the possible costs for training and orientation hours are at the expense of the Client.

37.11 The days on which the seconded employees may take leave are established in consultation with the Client. Vacations or leave days that were planned by seconded employees and of which Pulse was notified before the secondment period, shall be respected by the Client.

37.12 All travel and lodging expenses for seconded employees, both inside and outside the Netherlands, associated with the secondment, are at the expense of the Client unless otherwise agreed in the Commission Contract.

37.13 The seconded employees must travel, to the extent possible, within work hours. When employees must travel, a maximum of eight (8) hours are charged at 100% per 24-hour period. For travel hours in excess of eight (8) hours, the excess amount is charged at 50% of the current rate with a maximum of sixteen (16) hours per 24-hour period unless otherwise agreed in the Commission Contract.

37.14 During travel, a maximum of two (2) wait hours are charged at 50%. All other wait hours are charged at a rate of 100%, unless otherwise agreed in the Commission Contract.

37.15 If it is necessary for the seconded employees to stay in a hotel, the Client shall arrange an adequate hotel and local transport, the costs of which will be paid by the Client directly to the hotel or establishment.

37.16 The hourly rate for secondment of employees includes the cost of the following insurances: (a) travel and lodging insurance (b) permanent disability and life insurance (c) professional and business liability insurance (d) personal property insurance.

37.17 Pulse guarantees the Client that the payable withholding tax and social security contributions will be deducted from the salaries of the seconded employees and transferred to the entitled authorities, and Pulse indemnifies the Client of claims from such authorities in this regard.

37.18 The Client is liable for damage incurred by a seconded employee as a result of danger in the workplace and/or professional accidents during work.

37.19 The Client bears the responsibility for damage that Third Parties suffer due to wrongful actions or negligence of seconded employees during the performance of the tasks assigned to them by the Client.

General Conditions registered under number 12023533 at the chamber of commerce Noord- en Midden Limburg at Venlo.

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