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1. General

- 1.1. These provisions apply to all quotations, agreements, execution of orders and deliveries from/by Forehand Electronic Extensions B.V., hereinafter referred to as "Forehand".
- 1.2. Deviating clauses and any General Terms and Conditions of the client only apply if and insofar as they have been explicitly accepted in writing by Forehand and are then only for the agreement for which they have been accepted..

2. Offer and acceptance

- 2.1. All of our offers, including the therein mentioned prices, are subject to change. We retain the right to recall our offers within 5 days of receipt of the acceptance of same by the client. The contract shall become effective by Forehand's written order confirmation or upon our commencement of the actual execution of the order sent to Forehand.
- 2.2. The client must inform Forehand in a timely manner and in writing of any changes to the execution of an order they have issued. Forehand reserves the right to charge the client for any extra costs ensuing from a change in the execution of an order.
- 2.3. Any documentation, processing and other recommendations Forehand issues to the client are subject to change unless we expressly state otherwise.

3. Prices

- 3.1. Unless otherwise stated, all prices stated in the offer, catalogues, website, webshop or other publications are per item and based on the manufacturing costs, exchange rates, import duties and other levies due upon import, insurance rates, freight, taxes margin schemes and other price-determining factors, applicable at the time the offer is made. In the event that one or more of these factors changes after the offer is made, we retain the right, even after a contract has been agreed, to adjust the prices to said change for the part of the agreement not yet completed at that time. Should we choose to exercise said right and effectuate same, the client will be entitled, within five days of us informing the client of said change, to cancel the part of the agreement which Forehand have not yet executed.
- 3.2. All prices are exclusive of taxes, levies or surcharges from semi-government authorities, including VAT, environmental levies, charges relating to the multiplication/publication of items under copyright, as well as any copper or other metal surcharges.
- 3.3. Forehand reserves the right to add order costs to orders with a value below a certain minimum.

4. Delivery times

- 4.1. Unless expressly agreed otherwise in writing, the delivery times as stated cannot be considered a reason for default. In the event of late delivery, we will therefore only be in default after a written notice of default.
- 4.2. An agreed delivery time will be extended by such a period in which we are entitled to appeal to any right of suspension or force majeure without being obliged to pay any compensation.

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- 4.3. In the event that we are in default due to the fact that we have exceeded an agreed or announced delivery time, the client will only be entitled to cancel the portion of the agreement that has not yet been executed. The client shall not be entitled to compensation for any damages, direct or indirect, ensuing from the exceeding of the delivery time and/or the cancellation of the contract.

5. Delivery

- 5.1. Deliveries of goods within the Netherlands are made free of charge, unless the value of the goods in a single delivery is less than € 150.- Deliveries with a value below € 150.- will be subject to transport costs at normal rates, such as used by parcel delivery services. We reserve the right to adjust said value of € 150.- periodically and will make any such adjustments known on offers, etc.
- 5.2. The delivery of the goods outside the Netherlands takes place at the amount indicated on the quotation preceding the delivery or the order confirmation.
- 5.3. Forehand reserves the right to deliver a contract in parts and demand payment for each part delivery in line with the stipulations of paragraph 9 of these terms and conditions.
- 5.4. Any shortages, faults and damage should be reported in writing and directly to Forehand within 24 hours of delivery. Failing such a report, the products are presumed to have been accepted by the client.
- 5.5. When the client does not take delivery of the goods within the agreed call time, we reserve the right to invoice said goods and, at our own discretion, store same or have same stored for the account of and at the expense of the client. All costs incurred as a result of the client's failure to take delivery or call down the goods shall be charged to the client.

6. Ownership retention

- 6.1. Forehand shall retain ownership of all goods we deliver to the client as long as the client has not fulfilled all our claims regarding payment for goods delivered or to be delivered by virtue of the contract. The provision in the previous sentence also applies with respect to Forehand's claims pursuant to the client's failure to comply or comply fully with said contracts.
- 6.2. Without prejudice to our other rights, Forehand reserves the right to take back the goods delivered subject to ownership retention if the client is in default with respect to their payment obligations or there are reasonable grounds to presume that they will fail in their compliance with said obligation. In the event that goods are taken back, the client will be credited for the proceeds Forehand have yet to realise on those goods, less any costs incurred in reclaiming said goods or costs incurred for whatever other reason. However, said credit will never exceed the originally invoiced value of the goods taken back.
- 6.3. The risk of loss, theft, misappropriation or damage of the items, data, documents, software that are produced, supplied or used, is transferred to the client at the moment on which they have been placed in the actual control of the client.

7. Guarantees/complaints

- 7.1. Forehand guarantees that the goods delivered are sound. Forehand also guarantees that the goods delivered have those properties required for normal use. However, Forehand does not

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- guarantee any properties other than those included in the product description and specifications of the goods. The client cannot claim compensation in the event of incorrect use or incorrect implementation of the goods.
- 7.2. With respect to products or parts thereof which Forehand obtains from third parties, our guarantees and ensuing liabilities will in any event remain limited to those guarantees and liabilities Forehand has claimed from the suppliers of those goods and also only to the extent to which those suppliers have complied with their guarantees and liabilities towards Forehand.
- 7.3. Faults in the goods supplied, other than those mentioned in article 5.3, should be reported to Forehand in writing within six working days of being detected or could reasonably have been detected. Complaints can only be considered if the nature and reason for the complaint is stated in detail. If no fault is found in the goods submitted for return, all costs incurred will be for the account of the client, also during the guarantee period.
- 7.4. Any obligation on Forehand pursuant to a default as referred to in this article shall be null and void as soon as six working days have passed since the delivery of the goods and no notification as meant in the previous paragraph has taken place.
- 7.5. Upon receipt of the notification Forehand will, provided that we judge the complaint from the client justified, repair, replace or compensate for the fault, such solely at Forehand's discretion. The value of any action we take, as meant in the previous sentence, shall at no time exceed the price of the faulty part of the delivered goods. Forehand cannot be held liable for any damage resulting from the fault, nor is Forehand obliged to take any action other than those mentioned in the first sentence.
- 7.6. Return shipments should at all times be accompanied by an RMA number issued in advance by us. Forehand reserves the right to refuse shipments that do not comply with same. Forehand will be obliged to accept return shipments to us of goods Forehand delivered and will pay the costs of that shipment only if such is carried out with our express written approval. The return shipment will at all times be at the client's risk.
- 7.7. Complaints pertaining to an invoice should be submitted in writing within six working days of the invoice date.
- 7.8. Submitting a complaint does not in any way diminish the client's payment obligation towards us.
- 8. Liability**
- 8.1. With the exception of the delivery of the goods as included in the contract with the client and the obligations referred to in article 7, we cannot be held liable for anything vis-à-vis the client.
- 8.2. Forehand does not accept any liability for any damages, direct or indirect and regardless of how the damage occurred and the person who caused same, unless the damage is the consequence of intent or gross negligence on the part of our management. The client indemnifies Forehand against all claims of every nature which third parties may instigate against Forehand and which are connected directly or indirectly with the agreement between Forehand and the client and the execution of same.

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8.3. Nor therefore can we be held liable for:

- infringements on patents, licences or other rights of third parties ensuing from the use of information provided by or on behalf of the client
- damage to or loss of, for whatever reason, the raw materials, semi-finished products, models, tools and other materials made available by the client.

9. Payment

9.1. Payment must be made within 14 days of the invoice date, failing which the client will be legally in default. Forehand reserves the right to claim prepayment of the entire agreed price or part thereof.

9.2. In the event of a failure to pay on time, the client shall be obliged to pay interest of 1.5% for each month or part thereof by which the payment period has been exceeded. The interest due shall be charged on the part of the invoice sum (including VAT) which has not been paid.

9.3. If the client remains in default of payment of the amount due after the first reminder, the client will be obliged to reimburse out of court collection costs.

9.4. In the event that we have entered our claim in legal proceedings, such including arbitration and a binding recommendation procedure, the client will be obliged to reimburse the costs ensuing from these proceedings, without prejudice to the provisions of the previous paragraph. Such includes the costs of lawyers, prosecutors, debt collectors and legal representation, as well as any fees due to arbitrators or the issuers of binding advice and standing charges, insofar as this exceeds any trial costs the client is ordered to pay pursuant to article 56 et al of the Dutch Code of Civil Procedure.

9.5. The client shall not be entitled to appeal to any right of suspension, including a retention right or settlement vis-à-vis Forehand.

10. Applicable law/competent court

10.1. All agreements are subject to Dutch law and the provisions of international treaties are explicitly excluded insofar as they do not comprise any imperative law.

10.2. All disputes, of any kind, will be submitted, to the exclusion of all others, to the competent district court in Rotterdam.

11. Legal application

11.1. In the event that one or more of the provisions of our agreement with the client and therefore also of these general terms and conditions prove to be no longer applicable by law, the remaining provisions shall remain intact and undiminished. In the event that any provision is deemed invalid, it shall be replaced by a suitable provision which approaches as closely as possible under law the intentions of the parties and the economic result they strive for.

12. Effectiveness.

12.1. These general terms and conditions enter into force as from march 2020.