

GENERAL TERMS AND CONDITIONS

I. General

Article 1: Applicability of the terms and conditions

- a. These terms and conditions are applicable to:
 - All offers, quotations and all contracts regarding deliveries and/or services and/or activities made by Topic;
 - All contracts of contractors/suppliers regarding deliveries and/or services and/or activities made by them and assigned by Topic.
- b. All conditions, which are a deviation of these terms and conditions, are only valid if they are made in writing and are confirmed in writing by Topic, and are only valid for the contract for which the deviations are agreed upon.
- c. When our client or our contractors/suppliers uses terms and conditions or specific conditions, these terms and conditions or specific conditions are not applicable when they are contrary to these terms and conditions.

II. Contracts with clients

Article 2: Quotation and offers

- a. The single issuing of a pricing quotation (whether or not indicated as an offer), a budget estimate, a pre-calculation and all other sorts of offers, does not obligate Topic to enter a contract with the client.
- b. Our offers are always free of charge and can only be accepted without deviation.
- c. Topic is just bound to the order after acceptance by Topic. The client is bound by his (oral or written) order.

Article 3: Contract

- a. The client is bound by our written confirmation letter, when he has not made a written objection within three days of receiving the confirmation letter. Our client can never recourse to not having received the confirmation letter.
- b. Additions and changes of the contract only bind Topic after they are confirmed in writing. Orally given commitments by and agreements with our employees do not bind us only after the written confirmation of the board.
- c. Topic is entitled to let a third party completely or partly perform their services and/or deliveries.

Article 4: Price

- a. Topic is entitled to, when after making the offer, realisation or confirmation of the assignment, the cost price or purchase price, and the prices of by third parties delivered services and/or activities, the prices of (auxiliary) materials or raw materials, wages, social costs, taxes, import or export fee's, and/or other cost factors, including prices increases due to exchange rates, augment, even though these augmentation is made by foreseeable circumstances by making the offer, realisation or confirmation of the offer, raise the price accordingly.
- b. Topic is entitled to raise the agreed upon price in the event of by client received ambiguous sketches, drawings or models, ineffective information carriers, ineffective computer programmes of data files, ineffective ways of delivering of the by client supplied materials or products and all other sorts of deliveries by client, which lead to more work or costs then reasonably foreseeable by entering into the contract.
- c. All changes with regard to the entered contract will be seen as additional work when they enhance extra costs. The additional work will be invoiced separately to client.

Article 5: Designs and materials

- a. In the context of compliance with the contract, Topic will take good care of the designs, image or word data in any form and materials entrusted to us by the client. Topic is not liable for any damages, loss or destruction of designs, image or word data in any form and materials entrusted to us by the client, unless in case of a premeditated act or willful recklessness act of Topic which has caused the damage, the loss or the destruction.
- b. Prior to providing the designs and/or image or word data to Topic, the client is obliged to make a copy. In case of unusability caused by loss or damage during storage, client is obliged at first request of Topic to provide Topic a new copy. Material costs to provide a new copy will be paid by Topic.

Article 6: Samples

- a. If desired by Topic, the client is obliged to carefully examine the provided samples by Topic for errors, faults and/or defects. In case of any errors, faults and/or defects, the client has to return the corrected or approved samples expeditiously.
- b. Approval by the client is deemed to be acknowledgement that Topic has correctly performed and/or has had correctly performed the work prior to the samples. Topic is not liable for any deviations, errors, faults and/or defects that remain unnoticed in the samples that are approved or corrected by client.

Article 7: Delivery

- a. Unless otherwise agreed upon, delivery of the by Topic produced goods is made 'Ex Works'.
- b. All terms of delivery are only to be met approximately, and do not commence as a fatal delivery period. The delivery period starts after the realisation of full agreement of the contract.
- c. Topic is entitled to deliver the produced goods in parts.
- d. Exceeding of the delivery period never gives the client the right to terminate the agreement. Nor will it give the client right to damages or suspension of any obligation, which this contract or any other contract gives to client.
- e. When parties have not agreed upon a date of commencement for the agreement, Topic is entitled to determine the commencement date itself, at its own discretion. Client guarantees that Topic, or by Topic assigned third parties have access to the place of the activities at all times in every case necessary.
- f. When client does not enable Topic, or by Topic assigned third parties to perform their work or when purchased goods are not accepted within the agreed or stated time by client, he will be deemed to be in default by operation of law, without the need for a reminder, summons or in default declaration. Topic will have the right to claim compliance with the contract or terminate with immediate effect the contract without judgement of the court, as well as the right to claim damages.
- g. When parties have agreed upon delivery on demand of the client, the client is obliged to take possession of the goods after demand period has expired.

Article 8: Risk of transport

- a. The transport of all goods and materials, also those who are sold free of charge (franco), are for the risk expense and risk of client. Transport also means transmission of data through the telecommunication network, fibre-optic network, and every comparable way of transport by any technical means.
- b. Topic is entitled to not transport finished goods, when there is a cause outside the will of Topic, to store and to desire payment as had the delivery already taken place.
- c. Topic decides on the means of transport. Unless otherwise agreed upon in writing,

- this is also applicable on goods not sold free of charge (franco), where there are no instructions given by client for the transport. An impediment or temporary delay does not obligate Topic to decide on another means of transport.
- d. Unless client does request Topic in due time to insure the goods on the account of client, the goods will be transported uninsured.
 - e. Unless otherwise agreed upon, all duties for import and export, other costs and taxes for transport are on the account of client.

Article 9: Invoices and payment

- a. Unless otherwise agreed upon in writing, client has to pay all invoiced amounts within thirty (30) days of Topic's invoice date. When client is a person who does not handle in the capacity of a natural person acting beyond the practice of an occupation or operation of a business, Topic is entitled to ask for cash payment upon delivery.
- b. Topic is entitled to suspend or cancel performance of all agreed upon activities when client fails to make payments when due or Topic suspects that client will fail to make payments when due. In that case Topic is entitled to request (partial) advance payment or request that financial collateral will be made for what client is obliged to pay regarding the contract.
- c. When the execution of the contract is made in parts, Topic is entitled to invoice each part separately.
- d. When client does not pay the mentioned or agreed upon term, client is liable to payment of interest, starting the day the payment falls due, without prejudice to any rights or remedies Topic may have under the contract or at law. The interest over the payable amount is 1.5%, per month, in which context part of a month shall be deemed to be a full month.
- e. In the event of the client being liquidated, declared bankrupt or granted suspension of payment, liquidation of the company, transfer of the company, entering into a creditors agreement, or liquidation of the bank credit, is placed under guardianship or receivership, lodged an attachment, the claims of Topic on the client shall become immediately due and payable. Topic also has the right to terminate the agreement and also claim damage, notwithstanding Topic's other rights.
- f. Client is never entitled to any deduction, discount, set-off or suspension, unless otherwise agreed upon in writing.
- g. Not paying an invoice on the set date results in the immediate payability of all existing claims, and gives Topic the right to cancel all existing contracts while maintaining the right to payment of the already delivered goods and damages.

Article 10: Force majeure

- a. For the purpose of this Agreement, an "Event of Force Majeure" means any circumstance not within the reasonable control of the Party affected, but only if and to the extent that such circumstance was not foreseeable, despite the exercise of reasonable diligence and the observance of Good Utility Practice, cannot be, or be caused to be, prevented, avoided or removed by such Party, consisting of but not limited to not on time delivery by Topic's supplier to Topic, not on time receiptment by Topic of the goods bought by supplier, not on time execution of third parties activities, defect or delay within our company or within our suppliers company or in transport, and such circumstance materially and adversely affects the ability of the Party to perform its obligations under this Agreement, and such Party has taken all reasonable precautions, due care and reasonable alternative measures in order to avoid the effect of such event on the Party's ability to perform its obligations under this Agreement and to mitigate the consequences thereof, Topic is entitled to suspend, or dissolve the contract as a whole or partially, by choice of Topic, without Topic being held to pay any damages to client.

Article 11: Complaints

- a. All complaints, including those about the work carried out, deliveries or invoices, must be lodged in writing by registered letter and have to be submitted to Topic within 14 days after completion of the work, date of delivery and receiving of the goods or invoice. If the client fails to do so, the goods are deemed to be approved and the invoice accepted by client.
- b. Complaints cannot be submitted against already by client in use, used up or sold goods.
- c. Complaints do not give the client any rights to suspend payment of not disputed parts of Topic's claim. Client warrants that the performance of the contract does not infringe any intellectual property right that third parties may have

Article 12: Transfer of ownership/retention of title

- a. All goods delivered by Topic remain the property of Topic until client has met in full all of the obligations under the contract entered into with Topic. Topic is at all times entitled to retention of the goods, notwithstanding Topic's other rights, without any request, reminder, summons or judicial intervention and take back the goods and to do so enter the premises of client. As long as the retention of title remains in force, client is not entitled to transfer, lodge an attachment or to (make) remove the goods from the place in which they are put. Client is obligated to immediately notify Topic in writing in the event of a third party claiming rights to the good which held a retention of title of Topic, and by any loss or damage to the goods.

Article 13: Intellectual property

- a. At all times Topic shall be entitled to any and all intellectual property rights in anything developed or caused by Topic in whole or in part during the term of the contract in the context of or as a result of the contract, including texts, designs, information carriers, developed software, websites, data files, equipment and other materials. Texts, designs, information carriers, developed software, websites, data files, equipment and other materials manufactured by Topic, may not be used, multiplied or showed and/or transferred to any third party, without the exclusive permission of Topic. Client only obtains a non-exclusive, non-transferable, non-pledgeable and non-sublicensable right of use.
- b. If the contract does not explicitly provide for technical facilities, Topic is always allowed to provide technical facilities to protect equipment, data files, websites, provided software, provided software (direct or indirect) to the client, etcetera, in connection with an agreed restriction in the content or duration of the right to use these objects. Client will not remove or have removed or circumvent or something similar such technical facilities.
- c. Client warrants that the performance of the contract does not infringe any intellectual property right that third parties may have under copyright law or any other national, supranational or international regulations in the area of copyright law. The client indemnifies Topic against all claims by third parties for infringement of their intellectual property rights.
- d. If Topic has any doubts about possible infringement of any third party intellectual property rights, Topic is authorized to suspend the performance of the contract until the moment it becomes irrevocable that performance of the contract does not infringe any intellectual property right.
- e. In case of any infringement or violation of any third party intellectual property rights, Topic is allowed to terminate the contract without judgement of the court and the client will be held liable to pay for damages of Topic that caused the termination of the contract.
- f. Topic is never obliged to perform data conversion Unless explicitly agreed otherwise in writing.

Article 14: Liability

- a. Topic cannot be held liable for any direct or indirect damages, including damages arising from the execution of the agreement and damages arising from advice given by Topic, unless in case of a premeditated act or willful recklessness act of Topic which has caused the damage.
- b. Notwithstanding provision 14a, Topic's maximum total liability shall be limited to general money damages in an amount not to exceed the total amount paid for. Under no circumstances including negligence shall Topic be liable for direct, indirect, incidental, special, consequential or punitive damages, or for loss of profits, revenue, or data, that are directly or indirectly related to the use of, or the inability to access and the goods and related services, whether in an action in contract, tort, product liability, strict liability, statute or otherwise even if Topic has been advised of the possibility of those damages.
- c. Notwithstanding the above mentioned provision in this article, Topic's maximum total liability shall be limited to the amount paid by our insurer, increased with our excess deductible.
- d. Each claim made by client will expire if the claim is not pending within one year after the source of the claim has occurred.

III. Contracts with contractors

Article 15: Execution by contractors

- a. Topic is just contractually bound to an order of any contractor after Topic has expressly accepted or confirmed an order in writing.

Article 16: Prices

- a. Contractor is not entitled to raise the agreed upon price.
- b. The agreed upon price includes always transport costs, insurance, custom duties, packing costs, assembly costs and other delivery costs.

Article 17: Delivery and payment

- a. Unless otherwise agreed upon in writing, delivery by contractor has to take place at our company. The risk of the delivered goods will pass upon delivery to Topic. After delivery Topic obtains full ownership of the goods, even if they have not been fully paid. Topic is entitled to dispose or process of the goods from the moment of receipt of the goods by Topic.
- b. Any mistakes with the delivery of goods by contractor, including no delivery, delayed delivery or incomplete delivery, gives Topic the right either to demand observance of the contract, terminate the contract without judgement of the court, notwithstanding Topic's right to claim damages.
- c. The payment period shall begin to run from the moment of adequate delivery by contractor.
- d. At all times Topic has the right to set-off claims.

Article 18: Liability

- a. Contractor shall be fully liable for all damages, including consequential damage and personal injury, suffered by Topic or claimed by any third party, caused by any mistakes in delivery, services any other activities. Contractor is not liable for damages in case of improper use of goods by topic or a premeditated act or willful recklessness act of Topic which has caused damage.

IV. Other provisions

Article 19: Cancellation

- a. In the event of unilateral cancellation by client, before execution of the contract, client is held liable to pay compensation to Topic of 30% of the agreed upon price, notwithstanding Topic's right to damages in case the damage exceeds the 30%.

Article 20: Extrajudicial costs

- a. All extrajudicial costs, including collection-, bailiff- and attorney costs, judicial and extrajudicial made by topic to ensure the fulfillment of the contract by client, have to be paid by client. The extrajudicial costs are at least 15% of the by client owed price with a minimum of EUR 250,- for which Topic does not have to provide evidence for made costs. The costs are owed starting the moment that Topic had to transfer the collection to a debt collector, notwithstanding if client knew about this.

Article 21: Applicable law and jurisdiction

- a. All contracts shall be governed and interpreted pursuant to Dutch Law.
- b. All disputes and litigation regarding the contracts and matters connected with its performance will be subject to the exclusive jurisdiction of the Dutch Court, more in particular the District Court of the place of establishment of Topic.



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