

FERM RFID SOLUTIONS B.V. AND FERM PRODUCTS B.V.

GENERAL TERMS & CONDITIONS FOR SALE

General Part

1. Applicability of these Terms and Conditions

- 1.1 These Terms and Conditions (hereinafter: "Ferm RFID Solutions Terms and Conditions") have been drawn up by Ferm RFID Solutions B.V. and Ferm Products B.V. and will cover the delivery of any product and/or service by Ferm RFID Solutions B.V. and/or Ferm Products B.V., hereinafter referred to as "Ferm RFID Solutions". Ferm RFID Solutions Terms and Conditions consist of the present General Part and the following separate, specific modules:
 1. Sale of standard hardware and/or other products (including chips, tags, etc)
 2. Development of products
 3. Advice, consultancy and project management
- 1.2 This General Part of Ferm RFID Solutions Terms and Conditions, consisting of the articles 1 up to and including 17, shall apply to all offers and agreements whereby Ferm RFID Solutions provides the Client with any products and/or services whatsoever and however described. The specific module or modules of Ferm RFID Solutions Terms and Conditions agreed between Ferm RFID Solutions and the Client shall also apply. If any part of this General Part of Ferm RFID Solutions Terms and Conditions conflicts or is incompatible with any of the provisions of the specific module or modules of Ferm RFID Solutions Terms and Conditions agreed between Ferm RFID Solutions and the Client, the provisions of the specific module or modules in question shall prevail.
- 1.3 Where Ferm RFID Solutions Terms and Conditions refer to 'general terms and conditions', this shall be understood to mean the provisions of this General Part in combination with the provisions of one or more agreed specific modules of Ferm RFID Solutions Terms and Conditions.
- 1.4 Additions to or deviations from these general terms and condition shall only apply where agreed in writing between the parties.
- 1.5 The applicability of any of the Client's purchasing or other conditions is expressly rejected.
- 1.6 If any provision of these general terms and conditions is null and void or is voided, the other provisions of these general terms and conditions will remain fully in effect.

2. Offers

- 2.1 All offers and other statements issued by Ferm RFID Solutions shall be subject to contract, except where specified otherwise in writing by Ferm RFID Solutions .
- 2.2 The Client shall guarantee the accuracy and completeness of the information that it submits to Ferm RFID Solutions and on which Ferm RFID Solutions bases its offer. The Client shall at all time exercise the greatest possible care to ensure that the requirements that Ferm RFID Solutions ' services must meet are accurate and comprehensive. Measurements and information stated in drawings, pictures, catalogues, websites, quotations, advertising material, standard sheets etc. shall not have a binding effect on Ferm RFID Solutions , except where explicitly specified otherwise by Ferm RFID Solutions .

3. Price and payment

- 3.1 All prices are exclusive of turnover tax (VAT) and other government levies that have been or are later imposed. Except where agreed otherwise, all prices are in euros in all cases and the Client must effect all payments in euros.
- 3.2 All cost estimates and budgets issued by Ferm RFID Solutions shall be merely indicative, except where specified otherwise in writing by Ferm RFID Solutions . The Client may under

no circumstances derive any rights or expectations from any cost estimates or budgets issued by Ferm RFID Solutions . An available budget made known by the Client to Ferm RFID Solutions shall under no circumstances apply as a (fixed) price agreed between the parties for the service to be provided by Ferm RFID Solutions .

- 3.3 Service fees shall consist of (1) a fixed total price, or (2) a hourly, daily, monthly or year rate, as agreed by parties in writing. Such rates are exclusive travelling costs, unless otherwise agreed in writing.
- 3.4 Prices are subject to change at any time prior to Ferm RFID Solutions' acceptance of Client's order, unless otherwise agreed in writing. Product prices for an order remain valid for ninety (90) days from original order date unless otherwise quoted by Ferm RFID Solutions.
- 3.5 The parties shall set out the date or dates on which Ferm RFID Solutions shall invoice the fee for the agreed services to the Client in the agreement. Amounts due shall be paid by the Client in accordance with the payment terms that have been agreed or that are stated on the invoice. If no specific arrangements have been made, the Client shall effect payment within 14 days after the date of invoice. The Client shall not be entitled to suspend any payments or to offset any amounts due.
- 3.6 If the Client fails to pay the amounts due or to pay the amounts due in a timely manner, statutory commercial interest shall be payable by the Client on the outstanding amount without a demand or notice of default being required. If the Client still fails to pay the amount owed after receiving a demand or notice of default, Ferm RFID Solutions may refer the debt for collection, in which case the Client shall also be obliged to pay all in-court and out-of-court expenses in addition to the total amount due, including all costs charged by external experts.

4. Confidentiality and taking over of personnel

- 4.1 The Client and Ferm RFID Solutions shall ensure that all information received from the other party that is known or should reasonably be known to be of a confidential nature is kept secret. The party that receives such confidential information shall only use this information for the purpose for which it has been provided. Information shall in any event be regarded as confidential if it is designated as such by one of the parties.
- 4.2 During the term of the agreement and for one year following termination of the agreement, each of the parties shall only engage or otherwise employ, directly or indirectly, members of staff of the other party who are or were previously involved in the execution of the agreement after obtaining the prior written consent of the other party. Conditions may be attached to the aforementioned consent.

5. Privacy, data processing and protection

- 5.1 Responsibility for the data processed using the service provided by Ferm RFID Solutions shall rest solely with the Client. The Client shall guarantee Ferm RFID Solutions that the content, the use and/or the processing of the data is not unlawful and does not infringe the rights of third parties. The Client shall indemnify Ferm RFID Solutions against legal claims by thirds parties, of whatever nature, in relation to this data or the execution of the agreement.
- 5.2 The Client shall indemnify Ferm RFID Solutions against any claims by individuals whose personal data is recorded or processed within the context of a register of personal data maintained by the Client or for which the Client is responsible pursuant to the law or otherwise, unless the Client is able to demonstrate that the acts that form the basis of the claim are exclusively attributable to Ferm RFID Solutions .
- 5.3 If the agreement stipulates that Ferm RFID Solutions is obliged to provide some form of information security, this security shall meet the specifications in respect of security agreed between the parties in writing. Ferm RFID Solutions shall not guarantee that the information security will be effective under all circumstances. If the agreement does not include an explicit description of security measures, the security measures shall be of such a level that, having regard to the state of the art, the sensitivity of the data and the costs associated with the implementation of the security measures are not unreasonable.

6. Retention of title and rights, creation of items and suspension

- 6.1 All objects delivered to the Client shall remain the property of Ferm RFID Solutions until such time as all amounts owed by the Client to Ferm RFID Solutions pursuant to the agreement concluded between the parties have been paid in full. A Client that acts as a retailer shall be entitled to sell and resell all objects that are subject to Ferm RFID Solutions' retention of title in so far as this is customary within the context of the normal course of its business. If the Client creates a new item (partly) from items delivered by Ferm RFID Solutions, the Client shall only apply this item for its own internal business and shall not commercially explore it, unless explicitly agreed by Ferm RFID Solutions in writing.
- 6.2 Rights, including rights of use, shall be granted to the Client or transferred, where appropriate, subject to the condition that the Client has paid all of the fees due pursuant to the agreement concluded between the parties in full. If the parties have agreed that the Client shall be subject to a periodic payment obligation in respect of the granting of a right of use, the Client shall be entitled to the right of use for as long as it continues to meet its periodic payment obligation.

7. Risk

- 7.1 The risk of loss, theft, misappropriation of or damage to items, products, data, documents, software, data files or data (codes, passwords, documentation etc.) produced or used within the context of the execution of the agreement, shall pass to the Client when the Client or one of the Client's agents comes into actual possession of them.

8. Intellectual property rights

- 8.1 All intellectual property rights to the products, software, data files, hardware or other materials such as analyses, designs, documentation, reports, quotations and related preliminary material developed or made available to the Client on the basis of the agreement shall remain exclusively vested in Ferm RFID Solutions, its licensors or its own suppliers. The Client shall only acquire those rights of use that are explicitly granted in these general terms and conditions and by law. Any rights of use granted to the Client shall be non-exclusive, non-transferable to third parties and non-sublicensable.
- 8.2 If the parties agree in writing that an intellectual property right in respect of the products, software, data files, hardware or other materials such as analyses, designs, documentation, reports, quotations and related preliminary material developed or made available to the Client on the basis of the agreement, shall be transferred to the Client, this shall not affect Ferm RFID Solutions' right or option to use and/or to exploit the components, general principles, ideas, designs, algorithms, documentation, work, programming languages, protocols, standards and suchlike that form the basis of the development work for other purposes without any restrictions, on its own behalf or on behalf of a third party. The transfer of an intellectual property right shall also not affect Ferm RFID Solutions' right to carry out development work, on its own behalf or on behalf of a third party, that is similar or derived from the development work that is being carried out or has been carried out on behalf of the Client.
- 8.3 The Client shall not be permitted to remove or amend any details in relation to the confidential nature or in relation to copyrights, brand names, trade names or any other intellectual property right from the products, software, and/or other materials.
- 8.4 Ferm RFID Solutions shall indemnify the Client against any legal claims from third parties based on the assertion that products, software, or other materials developed by Ferm RFID Solutions itself infringe an intellectual property right of the third party in question, under the condition that the Client notifies Ferm RFID Solutions immediately in writing of the existence and content of the legal claim and leaves the disposal of the case, including any settlements effected, entirely to Ferm RFID Solutions. To this end, the Client shall provide Ferm RFID Solutions with the powers of attorney, information and cooperation that it requires in order to defend itself, where necessary in the name of the Client, against these legal claims. This obligation to indemnify shall not apply if the alleged infringement relates to (i) materials made available to Ferm RFID Solutions by the Client for the purpose of use, adaptation, processing or incorporation, or (ii) changes made by the Client, or by a third party on behalf of the Client, to the products, software, and/or other materials, without Ferm RFID Solutions' prior written consent. If it is irrevocably established in court that the products, software, and/or other materials developed by Ferm RFID Solutions

itself constitute an infringement of any intellectual property right vested in a third party or if Ferm RFID Solutions believes that there is a good chance that such an infringement may occur, Ferm RFID Solutions shall, where possible, ensure that the Client can continue to use the products, software and/ or other materials delivered, or functionally similar alternatives. All other or further-reaching obligations to indemnify on the part of Ferm RFID Solutions shall be excluded.

- 8.5 The Client warrants that no rights of third parties preclude the provision to Ferm RFID Solutions of products, software, and/ or other materials, including draft materials, for the purpose of use, adaptation, installation or incorporation. The Client shall indemnify Ferm RFID Solutions against all claims by third parties based on the assertion that such provision, use, adaptation, installation or incorporation constitutes an infringement of any rights of the third party in question.

9. Obligations to cooperate

- 9.1 The parties acknowledge that the success of activities in the field of information and communication technology generally depends on proper and timely mutual cooperation. In order to facilitate the proper execution of the agreement by Ferm RFID Solutions, the Client shall at all times provide Ferm RFID Solutions with all data or information that Ferm RFID Solutions deems to be useful, necessary and desirable and to give its full cooperation in a timely manner. If the Client deploys its own personnel and/or agents within the context of providing cooperation in the execution of the agreement, these personnel and agents shall have the necessary knowledge, expertise and experience.
- 9.2 The Client shall bear the risk of the selection, the use, the application, the interlinkage with, attachment to and or working with Clients own goods and materials, and the management within its organization of the products, software, and/ or other materials and of the services to be provided by Ferm RFID Solutions. The Client itself shall arrange for the correct installation, assembly and commissioning and for the application of the correct settings to the products, software, and/ or other materials.
- 9.3 If the Client fails to make the data, documents, hardware, software, materials or employees that Ferm RFID Solutions deems useful, necessary or desirable for the purpose of executing the agreement available to Ferm RFID Solutions, to make these available in good time or in accordance with the agreements, or if the Client fails to meet its obligations in any other way, Ferm RFID Solutions shall be entitled to suspend the execution of the agreement in part or in full and shall also be entitled to invoice the resulting costs in accordance with its standard rates, without prejudice to Ferm RFID Solutions' right to exercise any other statutory and/or agreed right.

10. Delivery dates

- 10.1 All (delivery) periods and (delivery) dates agreed or specified by Ferm RFID Solutions shall be established to the best of Ferm RFID Solutions' knowledge on the basis of the information available to it at the time of entering into the agreement. Interim (delivery) dates agreed between the parties or specified by Ferm RFID Solutions shall in all cases be target dates, shall not have a binding effect on Ferm RFID Solutions and shall in all cases be merely indicative. Ferm RFID Solutions shall make every reasonable effort to observe final (delivery) periods and final (delivery) dates wherever possible. Ferm RFID Solutions shall not be bound by a (delivery) period or (delivery) date, final or otherwise, that can no longer be achieved as a result of circumstances outside of Ferm RFID Solutions' control that occurred after the date on which the agreement was concluded. Ferm RFID Solutions shall also not be bound by a (delivery) date or (delivery) period, final or otherwise, if the parties have agreed on a change to the content or scope of the agreement (additional work, change in specifications etc.) or a change in the approach to the execution of the agreement. If there is a risk that a time period will be exceeded, Ferm RFID Solutions shall consult with the Client in order to discuss the implications of the overrun for the rest of the schedule.
- 10.2 The mere fact that a (delivery) period or (delivery) date, final or otherwise, specified by Ferm RFID Solutions or agreed between the parties has been exceeded, shall not mean that Ferm RFID Solutions is in default. In all cases – therefore also in the event that the parties have agreed a final (delivery) period or (delivery) date explicitly in writing - Ferm RFID Solutions shall not be in default as a result of the fact that a delivery period or date has been exceeded until such time as the Client has given written notice of default. The notice of default must contain as comprehensive and detailed a description of the breach as

possible, in order to ensure that Ferm RFID Solutions has the opportunity to respond adequately.

11. Guarantee

- 11.1 Hardware and/or other components (including tags, chips, or alike). Ferm RFID Solutions warrants that the hardware and/or other components will be free from defects in material and workmanship and substantially will materially conform to the specifications agreed by parties in writing. Ferm RFID Solutions' warranty consists of, repair of a material defect in the Hardware and/or other components, or correction of a material non-conformance to the agreed specifications, or replace such Hardware and/or other components, such at the sole discretion of Ferm RFID Solutions, and under the condition that Client has notified Ferm RFID Solutions in writing of such defect within 7 days after delivery date. This guarantee does not apply to Hardware and/or other components that are interlinked with and/or connected to its own materials by Client.
- 11.2 Software. Ferm RFID Solutions guarantees that the Software will materially conform to the specifications agreed by parties in writing for a period of 3 months after the delivery date, or in case explicitly agreed by parties in writing, after the acceptance date. If notified of a valid warranty claim during the warranty period, Ferm RFID Solutions will, use reasonable efforts to correct the defect. If Ferm RFID Solutions is unable, within a reasonable time, to complete the correction, or replace such Software, Client will be entitled to a refund of the purchase price paid upon prompt return of such Software to Ferm RFID Solutions.
- 11.3 Ferm RFID Solutions shall not guarantee that the software made available to the Client will be fit for the actual and/or intended use by the Client. Ferm RFID Solutions shall also not guarantee that the products will operate with no interruptions, errors or defects or that all errors and defects will always be fixed.
- 11.4 Ferm RFID Solutions shall make reasonable efforts to fix errors in the products within the meaning of this article 11, within a reasonable period of time if Ferm RFID Solutions receives detailed, written notification of these errors within a period of three months following delivery or, if the parties have agreed to an acceptance test, within three months of acceptance. Errors shall be fixed free of charge, unless the products was developed on behalf of the Client other than at a fixed price, in which case Ferm RFID Solutions shall invoice the costs associated with fixing the errors at its standard rates.
- 11.5 Ferm RFID Solutions shall be entitled to invoice the costs of fixing errors at its standard rates in the event of operational errors or improper use by the Client, or other causes that are not attributable to Ferm RFID Solutions, or if the errors could have been discovered during the execution of the agreed acceptance test. Ferm RFID Solutions shall not be obliged to fix errors if the Client has made changes to the products, or has arranged for this to be carried out, without the written consent of Ferm RFID Solutions. Such consent shall not be withheld on unreasonable grounds.
- 11.6 If and in so far as Ferm RFID Solutions provides the Client with products from third parties, the terms imposed by such third parties in relation to the products shall apply, provided that Ferm RFID Solutions has notified the Client of such terms in writing, notwithstanding any varying provisions in these general terms and conditions. The Client accepts the abovementioned terms imposed by third parties.
- 11.7 Ferm RFID Solutions warranties will not apply if attachment of non Ferm RFID Solutions equipment or alteration of products, directly or indirectly results in any malfunction, non-performance or degradation of performance of supplier's products, unless such attachment or alteration has been approved by Ferm RFID Solutions in writing..
- 11.8 In case Client will intrlink and/or connect the products with materials of Client itself, Client shall be fully responsible for the performance of the products.
- 11.9 Services. Ferm RFID Solutions shall use reasonable efforts to ensure that the services are provided with due care and in accordance with the arrangements and procedures agreed in writing with the Client where applicable. Ferm RFID Solutions shall provide all services on the basis of a best efforts obligation, unless and in so far as Ferm RFID Solutions has explicitly undertaken in the written agreement to achieve a specific result and the result in question is sufficiently determined.
- 11.10 Save the guarantees set out in this article 11, no other guarantee obligations apply to Ferm RFID Solutions, explicitly or silently.

12. Liability of Ferm RFID Solutions

- 12.1 The total liability of Ferm RFID Solutions due to an attributable failure to perform this agreement or due to any other reason, related to the delivery of products, shall be limited to compensation of the direct damage not exceeding the sum stipulated for relevant product (excl. VAT), subject matter of the claim. This limitation of liability shall apply mutatis mutandis to Ferm RFID Solutions' obligation to indemnify referred to in Article 8.4 of this General Part. If the agreement is essentially a services contract related the execution of a project, secondment services, consultancy services, support services or any other services contract, the total liability of Ferm RFID Solutions under such agreement is limited to the sum of the fees stipulated for the agreement (excl. VAT) for three months. The total liability of Ferm RFID Solutions for direct damage or loss, for any reason whatsoever, shall, however, under no circumstances exceed €50.000 (fifty thousand euro).
- 12.2 The liability of Ferm RFID Solutions for loss as a result of death, physical injury or due to material damage to items shall under no circumstances exceed €100,000 (one hundred thousand euro).
- 12.3 The liability of Ferm RFID Solutions for any indirect and/or consequential damage or loss, including, but not limited to loss of revenue, loss of profit, loss of savings, reduced goodwill, loss due to business interruption, third party claims, loss of or damage to Client data, or any other type of indirect damage, shall be excluded.
- 12.4 The exclusions and restrictions referred to in Article 12.1 to 12.3 shall no longer apply if and in so far as the loss is the result of intentional acts or gross negligence on the part of Ferm RFID Solutions.
- 12.5 Except where performance by Ferm RFID Solutions is permanently impossible, Ferm RFID Solutions shall only be liable as a result of an attributable failure to perform an agreement if the Client gives Ferm RFID Solutions immediate notice of default in writing, setting a reasonable term in which the breach can be remedied, and Ferm RFID Solutions still attributably fails to meet its obligations after this period. The notice of default must contain as comprehensive and detailed a description of the breach as possible, in order to ensure that Ferm RFID Solutions has the opportunity to respond adequately.
- 12.6 A condition for the existence of any right to compensation shall in all cases be that the Client notifies Ferm RFID Solutions in writing of the loss or damage as soon as possible after it occurs. Any claims for damages against Ferm RFID Solutions shall expire by the mere passage of six months from the date on which the claim arose.
- 12.7 The Client shall indemnify Ferm RFID Solutions against all claims by third parties due to product liability as a result of a fault in a product or system delivered by the Client to a third party and that partly consisted of hardware, software or other materials provided by Ferm RFID Solutions, unless and in so far as the Client is able to demonstrate that the damage or loss was caused by this hardware, software or other materials.
- 12.8 The provisions of this article and all other restrictions and exclusions of liability referred to in these general terms and conditions shall also apply in favor of all (legal) persons that Ferm RFID Solutions engages to execute the agreement.

13. Termination and cancellation of the agreement

- 13.1 Both of the parties shall only be authorized to rescind the agreement as a result of an attributable failure to perform this agreement if the other party, in all cases following written notice of default providing as many details as possible and setting a reasonable term in which the breach can be remedied, attributably fails to meet its fundamental obligations arising from this agreement. The Client's payment obligations and all other obligations to cooperate imposed on the Client or on a third party to be engaged by the Client shall in all cases be regarded as fundamental obligations arising from the agreement.
- 13.2 If the Client has already received services for the purpose of executing the agreement at the time of rescission as referred to in Article 13.1, these services and the related payment obligation cannot be revoked unless the Client is able to demonstrate that Ferm RFID Solutions is in default in respect of a substantial part of these services. Any amounts that Ferm RFID Solutions has invoiced before rescission in connection with work that it has already duly carried out or services that it has duly provided for the purpose of executing the agreement, shall remain due in full, subject to due observance of the provisions of the preceding sentence, and shall become immediately due and payable at the time of rescission.

- 13.3 If an agreement that by its nature and content is not brought to a close is entered into for an indefinite period of time, this may be terminated in writing by either party following consultation and stating reasons. If the parties have not agreed a notice period, a reasonable period of time must be observed on termination. The parties shall under no circumstances be obliged to pay any compensation as a result of termination of the agreement.
- 13.4 The Client shall under no circumstances be entitled to terminate an agreement regarding the provision of services that has been entered into for a fixed term before the end of the term.
- 13.5 Either of the parties shall be entitled to terminate the agreement in part or in full, with immediate effect, in writing without notice of default if the other party is granted a moratorium of payments, provisionally or otherwise, if a winding-up petition is filed in respect of the other party, if the other party's company is wound up or terminated for other reasons. Ferm RFID Solutions shall under no circumstances be obliged to reimburse any sums of money that have already been received or to pay any compensation in the event of such termination. If the Client becomes bankrupt or is liquidated, the right of use of the software, and suchlike made available to the Client shall terminate by operation of law.

14. Force majeure

- 14.1 Neither of the parties shall be obliged to meet any obligations, including any guarantee obligation agreed between the parties, if it is prevented from doing so as a result of force majeure. Force majeure shall include: (i) a situation of force majeure encountered by Ferm RFID Solutions' own suppliers, (ii) failure by secondary suppliers engaged by Ferm RFID Solutions on the Client's instructions to duly meet their obligations, (iii) the defectiveness of items, hardware, software or materials provided by third parties that Ferm RFID Solutions has been instructed to use by the Client, (iv) government measures, (v) electricity failure, (vi) faults affecting the internet, computer network or telecommunication facilities, (vii) war, (viii) workload, (ix) strike action, (x) general transport problems, (xi) the unavailability of one or more members of staff and (xii) a supplier of Ferm RFID Solutions is wound up (bankruptcy proceedings) or terminated its business for other reasons.
- 14.2 If a situation of force majeure lasts for longer than ninety days, either of the parties shall be entitled to terminate the agreement in writing. The services already performed on the basis of the agreement shall in this case be settled on a pro rata basis, and the parties shall not owe one another any other amounts.

15. Changes and additional work

- 15.1 If Ferm RFID Solutions has carried out work or performed other services that fall outside of the content or scope of the agreed work and/or services at the request or with the prior consent of the Client, such work or services shall be paid for by the Client in accordance with the agreed rates. If no rates have been agreed, Ferm RFID Solutions' standard rates shall apply. Ferm RFID Solutions shall under no circumstances be obliged to comply with such a request, and where it does comply, it may require the Client to enter into a separate written agreement for this purpose.
- 15.2 The Client accepts that work or services as referred to in this article may affect the agreed or anticipated time of completion of the services and the mutual responsibilities of the Client and Ferm RFID Solutions. The fact that (the demand for) additional work arises during the execution of the agreement shall under no circumstances constitute grounds for the Client to terminate or rescind the agreement.
- 15.3 In so far as a fixed price has been agreed in respect of the service, Ferm RFID Solutions shall, upon request, notify the Client in writing regarding the financial implications of the additional work or services as referred to in this Article.

16. Transfer of rights and obligations

- 16.1 The Client shall not be entitled to sell and/or transfer the rights and/or obligations arising from the agreement to a third party.
- 16.2 Ferm RFID Solutions shall be entitled to transfer its rights to the payment of fees to a third party.

17. Applicable law and disputes

- 17.1 The agreements between Ferm RFID Solutions and the Client shall be governed by Dutch law and be subject to the exclusive jurisdiction of the competent Court at Amsterdam, the Netherlands. The applicability of the Convention on Contracts for the International Sale of Goods 1980 is excluded.

Module 1. Sale of standard products (including chips, tags, cards, etc)

1. Applicability

- 1.1 The provisions of this module shall apply in addition to the provisions of the General Part of the General Conditions in the event that Ferm RFID Solutions sells to Client any hardware, equipment, components and/or chips, tags, cards and/or any other materials (hereinafter referred to as: products).
- 1.2 The provisions of this module are inextricably linked with the provisions of the General Part of the General Conditions. In the case of conflict between the provisions of the General Part and the provisions of this module, the latter shall prevail.

2. Purchase and sale

- 2.1 Ferm RFID Solutions shall sell the products according to nature and quantity as agreed between the parties in writing, and the Client shall purchase the products from Ferm RFID Solutions on the same basis.
- 2.2 The Client shall bear the risk associated with the selection of the products purchased. Ferm RFID Solutions shall guarantee that on delivery, the products are suitable for normal use and meet the specifications agreed in writing between the parties. Ferm RFID Solutions shall not guarantee that the products will be suitable for the use envisaged by the Client, unless the written agreement between the parties specifies the purposes of use clearly and without reservation.

3. Delivery

- 3.1 Ferm RFID Solutions shall deliver the products sold to the Client to a location that has been agreed in writing. Where this is the case, Ferm RFID Solutions shall notify the Client, where possible in good time prior to delivery, of the time at which it or the carrier engaged intends to deliver the products. The delivery times stated by Ferm RFID Solutions shall in all cases be indicative.
- 3.2 Except where explicitly agreed otherwise, the purchase price of the products shall not include the costs of transport, insurance, tackles and hoists, the hiring of temporary facilities etc.
- 3.3 Ferm RFID Solutions shall provide all services on the basis of a reasonable efforts obligation, unless and in so far as Ferm RFID Solutions has explicitly undertaken in the written agreement to achieve a specific result and the result in question is sufficiently determined.
- 3.4 Ferm RFID Solutions shall not be responsible for any licenses that may be required.
- 3.5 Ferm RFID Solutions shall at all times be entitled to execute the agreement in the form of partial deliveries.

4. Test setup

- 4.1 Ferm RFID Solutions shall only be obliged to establish a test setup in relation to the products that the Client is interested in if this has been agreed in writing. Ferm RFID Solutions may attach (financial) conditions to a test setup. A test setup shall involve the temporary display of standard models of products, excluding accessories, in a space to be made available by the buyer, before the buyer reaches a final decision with regard to whether or not it wishes to purchase the products in question at the applicable prices. The Client shall be liable for the use, damage, theft or loss of products that form part of a test setup.
- 4.2 Parties may agree on a pilot project, proof of concept, or alike, in writing. Such a project shall be executed in accordance with the specifications agreed by parties in writing. Cost relating such projects are borne by Client, unless explicitly otherwise agreed in writing.

5. Cooperation on the part of the Client

- 5.1 Without prejudice to the provisions of the General Part, the Client shall be responsible for providing an environment that meets any requirements imposed by Ferm RFID Solutions in respect of the products, including requirements in relation to temperature, atmospheric humidity and technical environment.
- 5.2 The Client must ensure that any work to be carried out by third parties, including construction work, is performed in an acceptable and timely manner.

6. Products from third party suppliers

- 6.1 If and in so far as Ferm RFID Solutions provides the Client with hardware from third parties, the terms imposed by such third parties in relation to the hardware shall apply, provided that Ferm RFID Solutions has notified the Client of such terms in writing, notwithstanding any varying provisions in these general terms and conditions. The Client accepts the abovementioned terms imposed by third parties. These terms shall be available to the Client for inspection on Ferm RFID Solutions' premises and Ferm RFID Solutions shall provide the Client with a copy of the terms free of charge upon request. If and in so far as the abovementioned terms imposed by third parties in the relationship between the Client and Ferm RFID Solutions are deemed not to apply for any reason whatsoever, or are declared to be inapplicable, the provisions of these general terms and conditions shall apply in full.

Module 2. Development of products

1. Applicability

- 1.1 The provisions of this module shall apply in addition to the provisions of the General Part of the General Conditions in the event that Ferm RFID Solutions will develop software, equipment, components and/or chips, tags, cards and/or any other materials (hereinafter referred to as: products).
- 1.2 The provisions of this module are inextricably linked with the provisions of the General Part of the General Conditions. In the case of conflict between the provisions of the General Part and the provisions of this module, the latter shall prevail.

2. Specifications of the products

- 2.1 If Ferm RFID Solutions has not already been provided with specifications or a design by or on behalf of the Client before entering into the agreement, the parties shall draw up written specifications in consultation with regard to what products will be developed and how the development will take place. The parties both acknowledge that effective coordination and good mutual communication are essential factors in the proper specification, design and development of products. Collaboration and mutual communication will take place wherever possible subject to due observance of any project plan, arrangements and/or procedures agreed between the parties in writing.
- 2.2 The Client shall at all times guarantee the correctness, completeness and consistency of any information, specifications and designs submitted to Ferm RFID Solutions, even if such information, specifications and designs have been provided by a third party. Any errors, omissions or inconsistencies shall at all times be at the risk and expense of the Client.
- 2.3 Ferm RFID Solutions is entitled, however not obliged, to check the correctness, completeness and consistency of the information, specifications or designs submitted to it and on identifying any errors or omissions to suspend the agreed work until such time as the Client has fixed the errors or omissions in question. The Client undertakes to notify Ferm RFID Solutions in all cases as soon and in as much detail as possible of any errors or omissions in the specifications or the design for the products to be developed of which it becomes aware.
- 2.4 If the parties are using a development method that is characterized by the basic principle that the design and/or development of parts of the products shall be governed by a prioritization in relation to the specifications that is to be determined in greater detail during the execution of the agreement, this prioritization shall in all cases be drawn up in consultation between the parties.

3. Development of products

- 3.1 Ferm RFID Solutions shall develop the products with due care, subject to due observance of the product specifications or design and – where appropriate – with due observance of the project plan, methods, techniques, arrangements and/or procedures agreed in writing with the Client. Before commencing the development work, Ferm RFID Solutions may require the Client to issue a written declaration of its full and unconditional agreement to the specifications or design. Ferm RFID Solutions shall be entitled to suspend its activities until such time as the Client has issued a written declaration of its full and conditional approval to the specifications or design.
- 3.2 Ferm RFID Solutions shall in all cases carry out the development work on the basis of a reasonable efforts obligation, unless and in so far as Ferm RFID Solutions has explicitly undertaken in the written agreement to achieve a specific result and the result in question is sufficiently determined.
- 3.3 If it has been agreed that the development of the product will take place in stages or if Ferm RFID Solutions is using a development method that is based on phased implementation, Ferm RFID Solutions shall be entitled to delay the start of the services associated with a stage until such time as the Client has approved the results of the previous stage in writing.

4. Delivery and installation

- 4.1 Ferm RFID Solutions will deliver the products in accordance with the specifications agreed by parties in writing.
- 4.2 If no explicit agreements have been made in this regard, the Client itself shall install, set up, parameterize and tune the product, and adapt the hardware used and operating environment where necessary. Except where agreed otherwise in writing, Ferm RFID Solutions shall not be obliged to carry out data conversion.
- 4.3 If it has been agreed that Ferm RFID Solutions shall produce user documentation, it shall be provided in paper or digital format.

5. Acceptation and -tests

- 5.1 If the parties have not agreed that an acceptance test will be carried out, the Client shall accept the product in the condition that it is in at the time of delivery ('as is'), therefore with all visible and invisible errors and defects, without prejudice to Ferm RFID Solutions' obligations pursuant to the guarantee in Article 11 of this module.
- 5.2 If the parties have agreed to an acceptance test in writing, the provisions of Article 5.3 to 5.10 inclusive of this module shall apply.
- 5.3 Where this module refers to 'errors', this shall be understood to mean the substantial failure to meet the functional or technical specifications explicitly agreed in writing between the parties. An error shall only be deemed to exist if the Client is able to demonstrate the error and if it can be reproduced. The Client is obliged to notify Ferm RFID Solutions immediately of any errors.
- 5.4 If an acceptance test has been agreed to, the test period shall be the period agreed by parties in writing. The Client shall carry out the agreed acceptance test on the (interim) results of the development work using appropriately qualified personnel, with an adequate scope and in sufficient depth, and will provide Ferm RFID Solutions with a written, clear and understandable report on the test results.
- 5.5 If an acceptance test has been agreed to, the Client shall be obliged to assess under its full and exclusive responsibility whether the product delivered conforms to the functional or technical specifications made known by Ferm RFID Solutions in writing and, if the product is entirely or partly custom-designed, the functional or technical specifications explicitly agreed between the parties in writing. Except where agreed otherwise in writing, any assistance provided by or on behalf of Ferm RFID Solutions during the performance of an acceptance test shall be entirely at the risk and expense of the Client.
- 5.6 The product shall be deemed to have been accepted between the parties:
 - a. if the parties have not agreed to an acceptance test: on delivery or, if it has been agreed in writing that Ferm RFID Solutions will carry out the installation, on completion of the installation, or
 - b. if the parties have agreed to an acceptance test: on the first day following the test period, or
 - c. if Ferm RFID Solutions receives a test report as referred to in Article 5.7 before the end of the test period: at such time as the errors described in the test report have been fixed,

notwithstanding the presence of defects that do not preclude acceptance according to Article 5.8. Contrary to the above, if the Client uses the product for productive or operational purposes before the time of explicit acceptance, the product shall be deemed to have been accepted in full from the time at which such use commenced.

- 5.7 If on carrying out the agreed acceptance test it emerges that the product contains errors, the Client shall notify Ferm RFID Solutions of the errors no later than on the last day of the test period by means of a written and detailed test report. Ferm RFID Solutions shall make every effort to fix the errors identified within a reasonable period of time, whereby Ferm RFID Solutions shall be entitled to install temporary solutions, program bypasses or problem-avoiding restrictions in the product.
- 5.8 Acceptance of the product may not be withheld on grounds that do not relate to the specifications explicitly agreed between the parties, nor due to the existence of minor errors, these being errors that cannot reasonably be deemed to prevent the operational or productive use of the product, without prejudice to Ferm RFID Solutions' obligation to fix these minor errors within the context of the guarantee scheme in Article 11, if and in so far as applicable. Acceptance may also not be withheld on the basis of aspects of the product that can only be assessed subjectively, such as aesthetic aspects and aspects relating to the design of user interfaces.
- 5.9 If the product is delivered and tested in stages and/or parts, the non-acceptance of a specific stage and/or part shall not affect the acceptance of a previous stage and/or other part, where appropriate.

6. Right of use

- 6.1 Ferm RFID Solutions shall make the product developed on behalf of the Client and the corresponding user documentation available to the Client for use.
- 6.2 Except where agreed in writing, Ferm RFID Solutions shall disclose to Client the designs, ideas, concepts, tools, etc, that have been used for the development of the products for internal use only. Client shall not disclose this information to any third party.
- 6.3 Without prejudice to the provisions of the General module, the right of use of the product shall in all cases be non-exclusive, non-transferable and non-sub licensable.

7. Term of the license

- 7.1 The product developed on behalf of the Client shall be made available to the Client for the term agreed between the parties.

8. Remuneration for development work

- 8.1 If an invoicing schedule has not been agreed, all amounts relating to the development of product shall in each case be payable in arrears each calendar month.
- 8.2 Except where agreed otherwise in writing, the price for the development work shall also include the fee in respect of the right of use of the product.
- 8.3 Except where agreed otherwise in writing, the product development fee shall not include a fee for the auxiliary product and program and data libraries required by the Client, any installation services and any adjustments to and/or maintenance of the product. The right of use fee also does not include the provision of support to users of the product. Such work and services shall be invoiced separately at Ferm RFID Solutions' standard rates as appropriate.

9. Modification of the product

- 9.1 Except where agreed otherwise in writing and notwithstanding exceptions set out in law, the Client shall not be permitted to modify the product in part or in full without the prior written consent of Ferm RFID Solutions. Ferm RFID Solutions shall at all times be entitled to refuse its consent or to attach conditions to its consent, including conditions in relation to the method and quality of implementation of the modifications required by the Client.
- 9.2 The Client shall bear all risks associated with modifications carried out by or on behalf of the Client by third parties with the consent of Ferm RFID Solutions or otherwise.

Module 3. Advice, consultancy and project management

1. Applicability

- 1.1 The provisions of this module shall apply in addition to the provisions of the General Part of the General Conditions in the event that Ferm RFID Solutions will deliver advice, consultancy and project management services (hereinafter referred to as: services).
- 1.2 The provisions of this module are inextricably linked with the provisions of the General Part of the General Conditions. In the case of conflict between the provisions of the General Part and the provisions of this module, the latter shall prevail.

2. Services

- 2.1 Ferm RFID Solutions shall make every effort to ensure that the services are provided with due care and in accordance with the arrangements and procedures agreed in writing with the Client where applicable. Ferm RFID Solutions shall provide all services on the basis of a best efforts obligation, unless and in so far as Ferm RFID Solutions has explicitly undertaken in the written agreement to achieve a specific result and the result in question is sufficiently determined.
- 2.2 The term of an assignment shall depend on a number of factors and circumstances, such as Ferm RFID Solutions' efforts, the quality of the data and information provided by the Client and the cooperation of the Client and relevant third parties. Except where agreed otherwise in writing, Ferm RFID Solutions shall therefore not wish to commit to a specific assignment term in advance.
- 2.3 If it has been agreed that the service will be provided in stages, Ferm RFID Solutions shall be entitled to delay the start of the services associated with a stage until such time as the Client has approved the results of the previous stage in writing.
- 2.4 Ferm RFID Solutions shall only be obliged to follow timely and well-founded instructions issued by the Client during the performance of the service if this has been agreed in writing. Ferm RFID Solutions shall not be obliged to follow instructions that change or extend the content or scope of the agreed service. If such instructions are followed, however, compensation shall be provided for the work in question in accordance with Ferm RFID Solutions' standard rates.
- 2.5 Even if the agreement for the provision of services has been entered into with a view to implementation by a specific individual, Ferm RFID Solutions shall at all times be entitled to replace this individual with one or more other individuals with the same qualifications following consultation with the Client.
- 2.6 The employees to be deployed by Ferm RFID Solutions shall hold the qualifications agreed in writing with the Client.
- 2.7 If Ferm RFID Solutions is providing services on the basis of information to be provided by the Client, this information shall be prepared by the Client in accordance with the conditions to be imposed by Ferm RFID Solutions and provided at the risk and expense of the Client. The Client shall at all times guarantee that all materials, information, software, procedures and instructions that it makes available to Ferm RFID Solutions for the purpose of providing the services is accurate and complete and that all data media issued to Ferm RFID Solutions meet Ferm RFID Solutions' specifications.
- 2.8 The Ferm RFID Solutions' service shall only be performed and the schedules and activities shall be based on the assumption that, except where explicitly agreed otherwise with the Client, Ferm RFID Solutions shall carry out the work during Ferm RFID Solutions' standard working days and times.
- 2.9 Except where agreed otherwise in writing, the use made by the Client of advice issued by Ferm RFID Solutions shall in all cases be at the Client's risk and expense.
- 2.10 Where applicable, the burden of proving that the service and the results of the service provided by Ferm RFID Solutions do not conform to the agreements made in writing or to what may be expected from a reasonably acting and competent Ferm RFID Solutions shall lie solely with the Client, without prejudice to Ferm RFID Solutions' right to furnish evidence to the contrary by any means.

3. Reporting

- 3.1 Ferm RFID Solutions shall periodically inform the Client in the manner agreed in writing with regard to the implementation of the work via the contact person designated by the

Client. The Client shall notify Ferm RFID Solutions in advance of any circumstances that affect or may affect Ferm RFID Solutions, such as the method of reporting, the issues that the Client wishes to focus on, the Client's priorities, the availability of the Client's resources and personnel, special facts and circumstances and facts and circumstances of which Ferm RFID Solutions may not be aware. The Client shall be responsible for the further distribution and examination of the information provided by Ferm RFID Solutions within the Client's organization and shall assess this information partly on the basis of this and notify Ferm RFID Solutions accordingly.

- 3.2 If an employee deployed by Ferm RFID Solutions forms part of a project or steering group which also includes one or more individuals designated by the Client, the provision of information shall take place in the manner prescribed for the project or steering group. Decisions reached within a project or steering group with this composition shall only have a binding effect on Ferm RFID Solutions if the decision-making process takes place subject to due observance of the agreements reached between the parties in writing or, if no agreements have been made in this regard, if Ferm RFID Solutions has accepted the decisions in writing. Ferm RFID Solutions shall under no circumstances be obliged to accept a decision that it deems to be incompatible with the content of the agreement between the parties. The Client shall guarantee that the individuals it designates to form part of a project or steering group that also includes Ferm RFID Solutions' employees are authorized to take decisions that will have a binding effect on the Client.
- 3.3 In connection with the continuity of the work, the Client shall designate a contact or contacts who will act in this capacity for the duration of Ferm RFID Solutions' activities. The Client's contacts shall have the necessary experience, specific relevant knowledge and an insight into the Client's desired objectives.
- 3.4 The Client shall not be entitled to provide third parties with information on Ferm RFID Solutions' working procedures, methods and techniques and/or the content of advice or reports issued by Ferm RFID Solutions without Ferm RFID Solutions' prior written consent. The Client shall not provide Ferm RFID Solutions' advice or reports to third parties or otherwise disclose these.

4. Payment

- 4.1 If an invoicing schedule has not been explicitly agreed, all amounts relating to the services provided by Ferm RFID Solutions shall in each case be payable in arrears each calendar month.
- 4.2 Except where agreed otherwise, Ferm RFID Solutions shall provide an insight into the work carried out, time spent and costs incurred on behalf of the Client in accordance with Ferm RFID Solutions' standard procedures.