

GENERAL CONDITIONS FOR DELIVERY AND PAYMENT

STORMBEE

Article 1. Definitions

In these general conditions, the following words, terms or expressions shall have the following meaning:

Customer: Means any person, entity or corporation that has entered into a relationship with STORMBEE, in particular for the purpose of acquiring the products or services offered by STORMBEE.

Goods: Means any goods, materials, developments or products provided by STORMBEE, together with any ancillary or standalone software, documentation or manuals.

Services: Means any delivery, consultancy or support and maintenance activities provided by or on behalf of STORMBEE.

STORMBEE: Means Think 3D BVBA, with registered office at 9932 Lievegem (Belgium), Eikendreef 17, company registration n° 0890.761.787 or any of its successors, either by law or title.

Article 2. General provisions

- 2.1 These general conditions apply to the entire relationship between STORMBEE and Customer, and in particular to all quotations and agreements for which STORMBEE acts as vendor, supplier or provider of Goods or Services or as a contractor of works, and are deemed to be an integral part of such contracts. By entering into a business relationship with STORMBEE or by placing an order for Goods or Services, Customer consents to the exclusive application of these terms and conditions.
- 2.2 Any specific undertaking accepted by STORMBEE in writing will have priority over the terms and conditions included herein.
- 2.3 Any alternative conditions shall only apply and bind STORMBEE if, when and to the extent that such conditions have been explicitly accepted in writing by STORMBEE. The application of any implied consent clauses of Customer is excluded.

Article 3. Quotations

- 3.1 Quotations issued by STORMBEE shall not be construed as binding tenders, unless explicitly labelled as such. Amounts are quoted exclusive of V.A.T and other charges or levies unless stated otherwise. STORMBEE's quotes may be adjusted, even after acceptance by Customer, if the information provided by Customer proves to be incorrect or incomplete.
- 3.2 Quotations are provided as a whole and are indivisible. They are valid for the term mentioned therein. If not

term is included, then quotations will be valid for 30 days.

- 3.3 Quotations are issued under the assumption that Goods or Services can be delivered or provided under normal working circumstances and during office hours.
- 3.4 STORMBEE will only be regarded as having accepted Customer's orders upon its written confirmation thereof.

Article 4. Agreements.

- 4.1 Any agreements between STORMBEE and Customer must be made in writing. STORMBEE is only bound by commitments confirmed by its duly authorized directors or executives.
- 4.2 Amendments and/or complementary provisions to any existing agreements must be made in writing.
- 4.3 STORMBEE's sales are made in accordance with its standard specifications or, when no such specifications have been confirmed, in accordance with specifications provided by its suppliers or contractors.

Article 5. Services

- 5.1 Services are only included in the purchase price of Goods when expressly confirmed by STORMBEE.
- 5.2 Services not included in the purchase price are to be invoiced in accordance with STORMBEE's then current applicable fee structure on a time spent basis.
- 5.3 Customer shall ensure that:
 - a. STORMBEE's staff are able to start their work immediately upon arrival onsite and will at all times be able to pursue their activities without any obstruction during normal office hours or during agreed upon overtime;
 - b. Adequate or legally required facilities and infrastructure is provided for STORMBEE's staff;
 - c. Access roads to the destination are suitable for transportation of the relevant goods;
 - d. All necessary safety and security precautions have been taken and are maintained;
- 5.4 Any additional costs incurred by STORMBEE because of Customer's non-compliance with this section 5, may be invoiced to Customer at reasonable cost.

Article 6. Training.

- 6.1 Any training services are only included in the purchase of Goods when expressly confirmed in writing by STORMBEE.
- 6.2 Unless agreed upon otherwise, any training services shall be invoiced on a time spent basis at STORMBEE's then applicable rates.
- 6.3 Training services are provided on a best effort basis and do not include warranties as to a specific result.
- 6.4. Unless agreed otherwise, training services are provided

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at STORMBEE's offices or online. Any onsite training will allow STORMBEE to invoice any related travel and accommodation costs to Customer.

Article 7. Delivery

- 7.1 Delivery leadtimes are provided as approximate times of delivery and STORMBEE shall deliver its best efforts to meet such delivery leadtimes.
- 7.2 Delivery shall take place ex works (Incoterms 2010) at STORMBEE's facilities as communicated to Customer. STORMBEE may require payment prior to starting its delivery procedures.
- 7.3 If STORMBEE accepts to organize shipping to Customer's facilities, Goods will travel at Customer's risk and cost under standard insurance conditions. Any additional insurance on the basis of Goods' actual value must be requested by Customer in writing. Insurance and transportation costs shall be invoiced to Customer. STORMBEE may require full payment of all costs prior to shipment.
- 7.4 Any delays in delivery will be notified to Customer as soon as possible. Delays in delivery will not entitle Customer to any compensation or indemnification other than customer being entitled to a discount equal to 0,5% of the value of the delayed Goods per entire week that delivery is delayed as from the fifth week of delay.
- 7.5 No compensation or indemnification will be due for any delay in the delivery of ancillary materials or products that are not vital for Customer to enjoy the essential functionality of STORMBEE's Goods.
- 7.6 Any delays caused by either Customer (e.g. delayed payment) or by other reasons not attributable to STORMBEE (Acts of God), will suspend delivery times for as long as they exist.

Article 8. Price

- 8.1 Shipping costs are only included when explicitly confirmed in writing.
- 8.2 Prices communicated by STORMBEE are exclusive of VAT or other taxes or levies (incl. withholding tax) that may be applicable to shipping destinations as agreed upon between parties. STORMBEE may charge Customer for any additional import, withholding or similar charges or for any import formalities or procedures that have not been brought to STORMBEE attention in writing prior to order confirmation.

Article 9. Payment

- 9.1 Unless agreed otherwise in writing, Goods and Services are payable as follows :
 - a. 50% of the agreed price at the time of STORMBEE's acceptance of Customer's order;
 - b. 50% of agreed price at the latest one week prior to delivery by STORMBEE;

9.2 Unless indicated otherwise on the invoice, STORMBEE's invoices are due and payable within 30 calendar days as from receipt. Customer is not entitled to compensate or to set off any of its claims against STORMBEE's invoices.

9.4 If Customer fails to settle an invoice on its due date, STORMBEE shall be entitled to charge Customer with late payment interests equal to 8% per year (or part of year) as from the first day following the due date and without any prior notification being due. Customer's failure to settle any arrears within 5 days of receiving a written payment reminder will entitle STORMBEE to require from Customer payment of a compensation for administrative and legal expenses equal to 10% of arrears (with a minimum of 250 euro), this without prejudice to STORMBEE's right to prove and claim a higher indemnification.

Article 10. Property clause

- 10.1 All Goods that have been delivered or made available to Customer, whether maintained separately or included in other materials by Customer, remain STORMBEE's exclusive property pending Customer's full payment thereof.
- 10.2 Customer may not transfer Goods to third parties nor incorporate them in other products under any title or agreement, against consideration or otherwise, prior to fully having paid STORMBEE.
- 10.3 Customer's failure to comply with its obligations under contract will entitle STORMBEE to require the return of any unpaid Goods or to enforce their return, as the case may be together with any products that have attached thereto or included therein without any compensation being due to Customer.
- 10.4 Customer is obliged to inform STORMBEE promptly in writing of any third party claims related to the Goods or Services provided by STORMBEE.
- 10.5 Any materials provided by Customer to STORMBEE will remain Customer's property. STORMBEE is not held to bear costs related to any redundant or waste materials.

Article 11. Liability

- 11.1 To the extent not prohibited under applicable law and except for the situation of wilful misconduct or fraud, STORMBEE cannot be held liable for any indirect or consequential damages, such as loss of revenue, loss of profit, loss of data or loss of customers.
- 11.2 Without prejudice to section 11.1, STORMBEE's liability is always limited to the lowest of the following amounts: (i) the amount invoiced by STORMBEE for the Goods or Services in relation to which its liability is claimed or (ii) the insurance coverage effectively provided under any of STORMBEE's liability insurances. The foregoing limitation of liability will not apply when

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excluded under applicable law or in case of wilful misconduct or fraud.

- 11.3 Customer shall safeguard and indemnify STORMBEE against any third party claims on the basis of Customer's unauthorised use of Goods or Services provided by STORMBEE.

Article 12. Warranties

- 12.1 STORMBEE warrants that Goods or Services provided by it will comply with the specifications referenced in section 4.3 above and with any documentation provided by STORMBEE. The warranty period will be confirmed in STORMBEE's quote, invoice or in a separate contract entered into between the parties. If no warranties are confirmed in any of the foregoing documents, then the warranty period will be equal to 12 months following delivery.
- 12.2 STORMBEE's liability for any parts or components provided by third party suppliers is limited to warranties provided by these suppliers.
- 12.3 Any warranty provided by STORMBEE lapses automatically if and when :
- a. The defect, vice or malfunction is not reported in writing to STORMBEE within 30 days of its discovery;
 - b. Goods or Services are used otherwise than specified in the manual or documentation provided by STORMBEE or are otherwise exposed to abnormal or unforeseen circumstances and use affecting their correct operation, e.g. by connecting them to hardware or software not approved in writing by STORMBEE;
 - c. Repairs, maintenance or modifications were executed by third parties that were not pre-approved in writing by STORMBEE;
- 12.4 The provisions of this section 12 also apply to any associated software supplied together with the Goods. STORMBEE cannot be held responsible for software from unapproved sources.

Article 13. Intellectual property rights

- 13.1 STORMBEE retains all intellectual property rights existing now or in the future with regard to Goods and Services provided by it.
- 13.2 Customer may not copy, adapt or alter any Goods provided to it by STORMBEE without having obtained STORMBEE's prior written consent.
- 13.3 Customer may not use any of STORMBEE's logo's, product names, trade names or trademarks without having obtained STORMBEE's prior written consent.
- 13.2 Customer must immediately and at the latest within 15 days inform STORMBEE in writing about any third party claims related to the Goods or Services provided by STORMBEE. Customer will be safeguarded by STORMBEE against such third party claims to extent

based on warranties provided by STORMBEE and conditional to STORMBEE being granted sole and exclusive control of the defence of such claim. Section 11 also applies with regard to third party claims.

Article 14. Confidentiality clause

- 14.1 Customer undertakes to maintain all information, data, documents, drawings and software provided by STORMBEE with the utmost discretion unless disclosure to third parties is required on a need to know basis provided however that Customer shall be liable for any breach of confidentiality by any such permitted recipients.
- 14.2 Parties undertake to guarantee each other secrecy regarding information and knowledge of their respective business activities of which they obtain knowledge.
- 14.3. The confidentiality obligations included in this agreement shall continue for as long as the underlying information is reasonably to be regarded as being confidential and not as part of the public domain, with a minimum of three (3) years following disclosure. Section 14 applies worldwide.

Article 15. Termination

- 15.1 STORMBEE is entitled to terminate any contract with Customer without any prior court action being required, effective immediately upon registered notification of its decision to do so and without prejudice to any other rights under the law or contract, if and when :
- a. Customer materially breaches any of its obligations towards STORMBEE and fail to remedy such breach – if capable of being remedied – within 10 days of being urged to provide remedy; or
 - b. Customer becomes insolvent, files for bankruptcy, is declared bankrupt, ceases its business or has entered a request for protection against its creditors;
- 15.2 In the event of termination of contract on any grounds, STORMBEE is entitled to collect or to have returned to it any Goods that have not been paid in full by Customer.

Article 16. Governing law and disputes

- 16.1 All contracts entered into by STORMBEE are exclusively governed by the laws of Belgium, excluding the application of its conflict of laws rules that would lead to any other law becoming applicable. The application of the Vienna Convention on the International Sale of Goods is excluded.
- 16.2 All disputes, present or future, arising from offers or agreements governed by these general conditions, shall be exclusively settled by the Belgian courts that have jurisdiction for STORMBEE's registered office .

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