



## General Terms and Conditions of Lambert Instruments B.V.

### 1 General

1.1. In these General Terms and Conditions the following definitions apply:

- Terms and Conditions: these Terms and Conditions.
- Lambert Instruments B.V.: Lambert Instruments, as well as any other company (whether or not acting under the aforementioned name) that belongs to Lambert Instruments now or in the future, provided that such company declares in its correspondence or in other documents that these Terms and Conditions apply.
- Customer: any natural person or legal entity with whom or which Lambert Instruments enters into an agreement, negotiates about the conclusion of an agreement, to whom or which it makes an offer, or on behalf of whom or which it undertakes any legal act.
- Product: the article (or the articles) as well as the services provided which, following the conclusion of the agreement between Lambert Instruments and the buyer, must be supplied and/or made available to the buyer within an agreed period of time, and for which an agreed price must be paid.

1.2. All offers made by Lambert Instruments, as well as all concluded agreements and their execution, and all supplied deliveries and provided services, are subject to these Terms and Conditions. Any deviations from these Terms and Conditions shall apply only if they have been agreed in writing by Lambert Instruments and the client.

1.3. By accepting an offer made by or on behalf of Lambert Instruments, by concluding an agreement with Lambert Instruments, by accepting a delivery supplied by or on behalf of Lambert Instruments, or by accepting any services supplied by or on behalf of Lambert Instruments, the customer accepts unconditionally that these Terms and Conditions apply. Lambert Instruments explicitly rejects the applicability of any other General Terms and Conditions other than these Terms and Conditions.

1.4. Any derogating stipulations shall be legally valid only if they have been agreed explicitly in writing with Lambert Instruments.

### 2 Offers

2.1. Each quotation drawn up by or on behalf of Lambert Instruments is non-binding, which means that Lambert Instruments commits itself only following the timely acceptance of an offer by the customer. All offers issued by Lambert Instruments are valid for a maximum period of sixty (60) days. It is possible to derogate from the above only if such is stated explicitly by Lambert Instruments in the offer or if parties have agreed otherwise in writing.

2.2. Although all price lists, brochures and other data relevant to an offer are provided as accurately as possible, any printing errors and other irregularities of such a nature are excepted. Lambert Instruments shall not be held responsible for any incorrectness if the

customer, in terms of reasonableness and fairness and the ideas prevailing in social and economic life, could have been expected to understand that the offer or quote or part thereof contains an apparent error or mistake. The printed data shall be binding on Lambert Instruments only if such has been confirmed explicitly in writing.

2.3. Any brochures/price lists and all relevant (technical) data in the form of drawings, specifications, designs, models, samples, etc., as well as any other written documents, shall expressly remain the intellectual property of Lambert Instruments.

2.4. Any prices offered apply only to the quantities offered and to the substance of the relevant offer. If the offer is not accepted within the period stated in Article 2.1., it shall expire.

2.5. The prices in the offers, quotes and orders mentioned, as well as any costs incurred within the context of the agreement, shall be exclusive of taxes (including VAT), other charges and dispatch costs, unless otherwise has been indicated explicitly.

### 3 Agreement

3.1. If the customer wishes the concluded agreement to be amended and/or partially cancelled, Lambert Instruments shall be entitled to apportion any (additional) costs to be incurred as a consequence thereof to the customer, and to reschedule the delivery time.

3.2. Following any amendment to and/or the (partial) cancellation of the order by or as requested by the customer, any work already carried out by Lambert Instruments, including any costs already incurred within the context of the order, shall be paid in full by the customer.

3.3. Lambert Instruments shall be entitled, on concluding or after concluding the agreement, to require from the customer that he/it provides adequate security in terms of the timely compliance by the customer of his/its payment obligations and other obligations, prior to commencement of the execution of the agreement or prior to the continuation of that execution.

3.4. If it turns out that, according to the data made available to Lambert Instruments, the customer is not sufficiently credit worthy, Lambert Instruments shall be authorized to suspend its work until the moment when the customer is sufficiently credit worthy.

3.5. If Lambert Instruments has to bring in a third party/third parties in order to ensure the correct execution of the work, it shall be authorized to do so. The costs involved therein shall be passed on to the customer in accordance with the offer issued and/or in consultation with the customer, insofar as such is possible in fairness.

## 4 Prices

4.1. Each offer is without obligation and may be withdrawn by Lambert Instruments until the moment when its acceptance by the customer has been received by Lambert Instruments.

4.2. It shall be assumed that the prices are:

- market based, and are also based on the level of the purchasing prices, wages, wage costs, social and government charges, transport, insurance premiums and other costs applicable on the order date;
- exclusive of any transport costs to be incurred by Lambert Instruments;
- exclusive of VAT, import duties and other taxes, charges and duties;
- exclusive of the costs of packaging, loading and unloading, transport and insurance;
- exclusive of the costs of assembly and commissioning, unless otherwise specified, in which case such shall be specified separately;
- stated in Euros (EUR).

4.3. Quotations, special offers or orders do not apply automatically to subsequent orders.

4.4. Prices are stated or agreed on each occasion subject to reservation as regards any currency fluctuations of the Euro (€), which shall be passed on if the official currency parity at the moment of delivery deviates more than 2% from the currency parity on the date of the offer, whereby the latter parity is set at 100.

4.5. Substantial interim rises in one or more factors that determine the product's cost price may mean that Lambert Instruments finds itself obliged to raise the order price accordingly.

## 5 Risk

5.1. The risk with regard to the goods sold and/or to be delivered by or in the name of Lambert Instruments to the client shall transfer to the client: if the goods are supplied from stock, the moment when they are separated for the customer; and in the case of any other goods, the moment when they are loaded for transport to the customer or the location indicated by the latter, unless otherwise has been agreed in writing.

5.2. Irrespective of what parties might have agreed as regards the risk, loading and unloading, transport and any assembly, installation and commissioning of the goods shall be at the customer's risk at all times.

## 6 Delivery and delivery time

6.1. The delivery times stated by Lambert Instruments are to be regarded as approximate and shall never be absolute. Lambert Instruments must observe the delivery time as far as possible. If the delivery time is exceeded, this shall not entitle the customer to cancel the agreement or refuse acceptance of the goods. If the delivery time is exceeded, Lambert Instruments shall not be held to pay any damages under any circumstances.

6.2. The beginning of the delivery time shall never be prior to the day when the client's correct and full (address) details and/or documents have been made available to Lambert Instruments. The customer shall be responsible at all times for the timely provision of these necessary details and/or documents to Lambert Instruments.

6.3. Unless otherwise has been agreed in writing, and without prejudice to what has been determined in Article 5 as regards the transfer of the risk, the delivery time shall be the moment when the goods are unloaded or discharged at the location where they are to be delivered (the actual transfer); the above shall also apply if Lambert Instruments has to assemble and/or commission the goods.

6.4. The customer must report any shortages, faults or damages to Lambert Instruments in writing forthwith and within the appropriate period of time after delivery, in the event of any faults where the goods should have reached the customer in good order, complete and without any damage. Lambert Instruments defines "within the appropriate period of time" as a period of eight (8) days after delivery.

6.5. Any delivery times stated by Lambert Instruments within the context of an offer are not to be interpreted as absolute deadlines, unless otherwise is agreed in writing. In the event of nontimely delivery, the customer should therefore declare Lambert Instruments in default in writing.

6.6. If there is any delay on the part of the creditors, e.g. if the goods are not accepted by the customer within the period of delivery, Lambert Instruments shall be entitled to invoice the relevant goods. In such a case, the goods shall be stored entirely at the expense and risk of the customer.

## 7 Transport, packaging and export

7.1. The method of transport, dispatch, packaging, etc. of the goods shall be determined by Lambert Instruments, entirely according to its own insight and with the care that in fairness can be expected from it. The customer can make further arrangements with Lambert Instruments to that effect, in which case any costs for an alternative method of transport, dispatch, packaging, etc. of the goods shall be entirely at the customer's expense. However, Lambert Instruments shall be entitled to decide not to honour the customer's specific wishes with regard to packaging and/or transport, if such requirements have not been explicitly agreed by parties in advance.

7.2. If an export or import permit needs to be issued by a government and/or a government institution under any legislation or regulations that are applicable to the delivery due under the agreement, or if the delivery is restricted or prohibited for other reasons under legislation or regulations on export or import, Lambert Instruments may decide to suspend its obligations and the customer's rights as regards the relevant delivery until the required permit has been issued, or for the period of the relevant restriction and/or the relevant prohibition; under such circumstances Lambert Instruments shall even be able to terminate the agreement without being held to any obligation towards the client.

7.3. If an end-user statement is required, the client must forward that document to Lambert Instruments immediately when requested by the latter. All documents that are relevant to the import of bought goods, e.g. from Customs and/or the relevant authorities, and that serve as proof of import, must be made available to Lambert Instruments forthwith. The relevant document must be in the English language, and, if such is not the case, the customer shall be responsible for obtaining a translation of that document.

7.4. By accepting the offer from Lambert Instruments, by concluding any agreement and/or by accepting any products, the customer will agree that he/it must refrain from making use of the products and/or the relevant documentation in any way if that involves the violation of any legislation and/or regulations regarding export or import.

7.5. The costs of packaging materials, as well as the costs of the removal and destruction of the packaging material are payable by the customer.

## 8 Force majeure

8.1. Lambert Instruments shall not be obliged to comply with any of its obligations, if it is hampered in its execution thereof as a consequence of a circumstance which is beyond its control, and for which it is not accountable under the law and/or the prevailing ideas in social and economic life.

8.2. In the event of force majeure, Lambert Instruments shall be entitled to suspend the execution of the agreement until the cause of or the event causing that situation no longer occurs. Such situations include any strike in the company of Lambert Instruments or that of third parties.

8.3. For the purposes of these General Terms and Conditions, force majeure includes, in addition to the circumstances described as such in the law and case law, any occurring circumstance, cause or event, in any location, which impedes the correct, full and timely compliance by Lambert Instruments of any of its commitments, temporarily or permanently, or makes it impossible or objectionable to do so, and which circumstance Lambert Instruments could not in fairness be expected to prevent, or which is entirely or partially out of its control.

## 9 Guarantee/Service

9.1. Lambert Instruments guarantees that the product to be delivered complies with the agreed and normal requirements and/or specifications.

9.2. If the product does not comply with that guarantee, Lambert Instruments shall replace it or ensure that it is repaired, such to be decided by the latter, within a reasonable period of time after its receipt thereof or, if the return of the product is not possible within reason, after written notification from the customer. Such is to be decided entirely by Lambert Instruments. In the event of a replacement, the product must be returned by the client in the manner as stated by Lambert Instruments, whereby it shall transfer the product's ownership to Lambert Instruments.

9.3. If it turns out that the product does not have any demonstrable faults, all costs incurred in vain by Lambert Instruments shall be payable by the customer, irrespective of whether or not the guarantee period has expired.

9.4. The guarantee referred to in this article shall be cancelled if the fault has occurred as a consequence of the inexpert or improper use by the customer and/or third parties, or if the customer or third parties have modified or have tried to modify the product without written permission from Lambert Instruments, or if the customer and/or third parties have used the product for purposes other than those for which it is intended or have broken the seal. Moreover, the product must be used accurately, in accordance with the supplied and/or applicable (factory) instructions, and it must not be

used in any case in a way that Lambert Instruments could not in fairness have been expected it to be used.

9.5. If the guarantee is cancelled due to one of the abovementioned circumstances, this shall release Lambert Instruments from its guarantee obligations with regard to the delivered product.

9.6. As soon as Lambert Instruments has notified the customer that it shall comply with its guarantee obligation, the guarantee shall apply as sole and full compensation.

## 10 Complaints

10.1. The customer must inspect the delivered good(s) or have them inspected on delivery, or at least within the appropriate period of time. The customer must examine whether the quality and quantity of the delivered good(s) corresponds to what has been agreed between the parties, or ensure that it/they comply with the requirements imposed thereon in normal commercial traffic.

10.2. Lambert Instruments shall be obliged to deal with any complaints only if it receives such complaints directly in writing within eight (8) days of delivery. Irrespective of the 8-day period, the customer must always complain within the appropriate period of time. The customer may complain about any hidden faults within the guarantee period only. Lambert Instruments will be able to deal with any complaints only if the customer has notified Lambert Instruments of his/its complaints and/or any detected faults in writing. The same applies with regard to any complaints about an invoice from Lambert Instruments.

10.3. After expiry of the guarantee period, all repair and replacement costs, including administration, dispatch and any call-out charges, shall be payable integrally by the customer.

10.4. After the expiry of the guarantee period, the customer shall be deemed to have approved the delivered good(s) or the invoice. Any further complaints regarding the same product or invoice shall not be handled by Lambert Instruments.

10.5. A complaint by the customer does not discharge the latter from his/its payment obligations towards Lambert Instruments. If Lambert Instruments concludes that the complaint is well founded, it shall be obliged only to replace or repair the faulty product, without this leading to any other obligation to pay compensation on the part of Lambert Instruments.

10.6. Returning a product, or part thereof, shall be permitted only after prior, explicit permission from Lambert Instruments. Lambert Instruments shall attach its dispatch instructions to its permission; the customer must comply with those instructions at all times.

## 11 Retention right

11.1. As long as the customer has not fulfilled all his/its contractual and extra-contractual obligations towards Lambert Instruments, the latter may assert a retention right with regard to all the customer's goods which are on the premises of Lambert Instruments, irrespective of the cause or reason.

11.2. Lambert Instruments shall manage or instruct the management of the goods which on the basis of the asserted right of retention do not have to be delivered to the customer in accordance with sound business practice. In the event that these goods are damaged

in any way, as a consequence of which they are wholly or partly destroyed, or if they are lost, and such damage or loss cannot be ascribed to Lambert Instruments, the responsibility and risk as regards those goods shall remain with the customer.

## 12 Liability

12.1. If the product delivered by Lambert Instruments is faulty, the liability of Lambert Instruments towards the customer and any third parties shall remain limited to what is regulated in these Terms and Conditions under "Guarantee/Service".

12.2. Lambert Instruments shall not be liable in any case for any damage that is due to intent and/or grave error and/or culpable negligence, or the inexpert or inappropriate use of the good(s) by the customer or any third parties brought in by the customer. In particular, Lambert Instruments shall not be liable for:

1. the inexpert use of the product or its use in a way that is not in accordance with the user instructions (which may have been provided by Lambert Instruments), at least for a purpose that differs from that for which it is suitable according to objective standards.
2. any damage caused by careless behaviour by the customer or his/its staff and/or other (auxiliary) staff that has been contracted.
3. the infringement of any patents, licences and/or any other intellectual property rights of third parties as a consequence of the use of data provided by or on behalf of the customer, such as drawings, models, designs, etc.

12.3. Insofar as any damage occurs as a consequence of any work which Lambert Instruments is not obliged by contract to undertake, such damage is payable entirely by the customer.

12.4. Insofar as any damage is the consequence of advice provided by Lambert Instruments, the latter shall be liable only insofar as any intent or grave error is involved, and its liability shall be limited to the amount of the fee agreed for the advice.

12.5. The liability of Lambert Instruments shall be limited at all times to the amount covered by its relevant (company) indemnity insurance policies. If necessary, Lambert Instruments shall provide information about the upper limit of its liability at the customer's request.

12.6. Compliance with the prevailing guarantee and complaints obligations and/or payment of the established damage by Lambert Instruments or its insurer(s) shall be regarded as sole and full compensation. The customer fully indemnifies Lambert Instruments in all other respects.

12.7. The demand for compensation and/or repair or replacement shall expire after one year has passed following the written notification of the damage and/or fault by the customer, or the date when it would have been reasonable for such notification to have been issued, and it shall expire in any case three years after delivery.

12.8. As regards any goods acquired by Lambert Instruments elsewhere, the (contract and/or guarantee) provisions applicable to the relevant transaction shall also apply to the customer if and insofar as Lambert Instruments appeals to them.

## 13 Reservation of title and intellectual property rights

13.1. All the goods supplied by Lambert Instruments shall remain its property until the moment when the customer has paid in full for all that he/it owes to Lambert Instruments. In the event of a current account relationship, the delivered goods shall remain the property of Lambert Instruments until the moment when any negative balance on the part of the customer has been paid for in full.

13.2. In the event of the non-payment of any claimable amount due by the customer to Lambert Instruments, and also in the event that the agreement is terminated, Lambert Instruments shall have the right to reclaim the goods which are subject to the reservation of title and to take any relevant measures or instruct third parties to take such measures, while setting off any payments that have already been made as regards those goods, such without prejudice to the right of Lambert Instruments to require compensation for any loss or damage. In the event of such non-payment or the termination of the agreement, any sum payable by the customer to Lambert Instruments shall also be immediately claimable.

13.3. The goods may be sold by the customer within the scope of his/its normal business operation, or they may be used insofar as the customer does not contravene any legal obligations in that respect, but they may not be given as a security or serve as a security for a claim from a third party. In the event that any goods which have not (yet) been paid for are supplied to third parties, the customer shall be obliged to reserve the property right and to yield all claims to the amount due to Lambert Instruments immediately when requested by the latter. The customer must submit an authorization for the immediate recovery of the goods that have not yet been paid in full immediately when requested by Lambert Instruments, irrespective of where those goods might be.

13.4. Lambert Instruments cannot be held liable in any way for the infringement of any industrial or intellectual property right or any other exclusive right which is the consequence of the modification of a product sold or supplied by or on behalf of Lambert Instruments, or for any application of such product that differs from that prescribed or assumed by Lambert Instruments, or any infringement that is the consequence of the integration of the products with any products not supplied by Lambert Instruments, or which are the consequence of transport to a country or region where such a right is applicable with regard to those products.

13.5. Lambert Instruments reserves the rights and competences to which it is entitled under the Copyright Act and any other legislation and regulations regarding intellectual property. Furthermore, Lambert Instruments shall be entitled to use its knowledge, enhanced and acquired through the execution of an agreement, for other purposes as well.

## 14 Payment terms, any interest and costs

14.1. Unless otherwise has been agreed, payment must take place net cash on delivery, which does not include payment by cheque, or within 14 days of the invoice date by means of a payment into a bank or giro account to be decided by and as instructed by Lambert Instruments. The paid-in dates stated on the bank or giro statements of Lambert Instruments, indicating when a payment has been received, shall be regarded as the day when payment has been made.

**14.2.** The customer shall be in default automatically when the term expires within which a payment should have been made or another obligation should have been fulfilled, without any further reminder, summons or default declaration being required. As soon as the customer is in default, an interest charge for late payment shall automatically become due to Lambert Instruments, which amounts to one and a half per cent (1.5%) per month, without prejudice to the other rights to which Lambert Instruments is entitled at the time.

**14.3.** Any legal and non-legal expenses to be incurred, including the costs to be incurred by Lambert Instruments for legal assistance and legal advice, shall be payable by the customer. The nonlegal collection charges are set at a minimum amount of €500, without prejudice to the right of Lambert Instruments to demand payment by the customer of the actual collection charges incurred, if these exceed the allocated sum.

**14.4.** Each payment following one or more invoices from Lambert Instruments shall serve primarily to pay for the interest due by the customer as well as any collection charges and/or administration costs incurred by Lambert Instruments; the remaining amount shall be deducted from the oldest outstanding account receivable.

## 15 Termination of the agreement

**15.1.** In the event of any default on the part of the customer, Lambert Instruments shall be entitled to cancel the agreement without intervention from the court or to dissolve it, without prejudice to the right of Lambert Instruments to claim damages, and to make use of the reservation(s) of title it has stipulated. Moreover, Lambert Instruments reserves the right, without prejudice to the above, to demand compliance with the agreement instead of cancelling it.

**15.2.** Lambert Instruments shall be entitled in any case to cancel the agreement with immediate effect if the customer:

- is declared bankrupt, ceases its property, submits a request for a suspension of payments, is granted a (provisional or definitive) suspension of payments, or if the entire capital of the customer or part thereof is confiscated;
- deceases or is placed under a legal restraint or his goods are placed under administration, insofar as the customer is a natural person;
- the customer's liquidation is initiated, a demand is issued to dissolve its company or it has been decided to dissolve its company, insofar as the customer is a legal entity.

**15.3.** If an agreement is cancelled or dissolved under the provisions of this article, any amounts payable by the customer to Lambert Instruments at the moment of cancellation or dissolution shall remain payable in full, and any interest and costs as regards those amounts shall continue to be payable by the customer in accordance with the provisions laid down elsewhere in these terms and conditions. The above does not affect the right of Lambert Instruments to claim damages, or any other rights it is entitled to, either.

## 16 Cancellation and amendment by the customer

**16.1.** In the following cases the customer shall be entitled to cancel the order or agreement:

- if Lambert Instruments, after exceeding the delivery time, once again and without a justifiable reason, exceeds a new,

reasonable delivery time agreed by parties, provided that the customer has declared prior to the new delivery time that he/it will refuse acceptance in the event that the delivery time is exceeded again; and

- if Lambert Instruments is unable to comply with its delivery obligation within a reasonable period of time and has notified the customer thereof.

**16.2.** Any damage on the part of the customer shall not be paid for under any circumstance in the event of a cancellation as referred to in this article.

**16.3.** Any amendment(s) as regards the agreement concluded between parties shall be valid only if they have been laid down in writing, and both parties have agreed on the amendment(s).

## 17 Disputes

**17.1.** All offers made, agreements concluded, deliveries carried out and services provided by or on behalf of Lambert Instruments shall be subject to Dutch law, to the exclusion of the applicability of the UN Convention on Contracts for the International Sale of Goods (the Vienna Convention).

**17.2.** Any disputes, including those which are regarded as such by one party only, which are the consequence of or related to an agreement to which these General Terms and Conditions apply or the execution thereof and which cannot be resolved amicably, shall be settled by the District Court of the district where Lambert Instruments is established as the Court of the first instance, on the understanding that the appointment of the specific judge shall be imperative, and that the dispute shall be settled by the thus appointed judge as the judge of the first instance.

**17.3.** The provision of Paragraph 2 does not impede the right of Lambert Instruments to bring the dispute before the judge who is competent under the normal competence rules, or to have the dispute settled by means of arbitration or binding advice.

## 18 Applicability

**18.1.** The most recent version of the General Terms and Conditions or the version that was applicable at the time when the agreement was concluded shall apply. The General Terms and Conditions can be accessed on the Lambert Instruments website. The address is: <http://www.lambertinstruments.com>. Furthermore, a copy of these General Terms and Conditions has been deposited with the Chamber of Commerce.

**18.2.** In the event that it becomes evident that any provision from these General Terms and Conditions is not valid in whole or in part and/or is not enforceable, as a consequence of any legal regulation, court decision, or any directive, decision, recommendation or measure of any local, regional, national or supranational authority or institution, or otherwise, this shall not have any consequence whatsoever for the validity of all other provisions of these Terms and Conditions.

**18.3.** If it becomes evident that a provision from these Terms and Conditions is not valid due to a reason as referred to in the previous paragraph, but that it would be valid if it had a more limited scope or meaning, said provision shall be applicable automatically to the fullest possible scope or meaning in which it is still valid.