

General terms and conditions of:

Tyro Products B.V.  
Bedrijvenpark Twente 299  
7602 KK Almelo

Registration number: 08126497

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**Article 1: Applicability - definitions**

1. These general terms and conditions apply to every offer made by us and to all our contracts of assignment and sale/purchase that we conclude with you.
2. If (part of) a provision is null and void or is annulled, the remaining provisions of these general terms and conditions shall continue to apply.
3. In the event of any discrepancy between these general terms and conditions and a translation thereof, the Dutch text shall prevail.
4. These general terms and conditions also apply to subsequent or partial orders, follow-up orders or partial orders.
5. Furthermore, we use the following terms in these general terms and conditions:
  - a. offer: any offer from us, whether or not in the form of a written quotation;
  - b. in writing: by letter, e-mail, fax or any other form of communication that can be equated to this, such as WhatsApp messages;
  - c. documents: both physical and digital documents, for example, by you or us to make or provide advice, calculations, sketches, designs, drawings and the like.
  - d. information: both mentioned documents and other (oral) data.
  - e. order: an order to produce custom-made goods or to carry out activities;
  - f. goods/items: our products in the field of industrial remote controls, receivers and related products/accessories. This concerns both items to be supplied from our range and items that we manufacture on your instructions and in accordance with your wishes (custom work).
  - g. materials: materials/parts/semi-finished products that we use in the execution of an order and supply to you or materials/parts/semi-finished products to be supplied by you.

**Article 2: Offer - prices en tariffs**

1. Unless we specify a period of validity in/next to our offer, this is a non-binding offer. We may however revoke a non-binding offer within 2 working days after the receipt of your acceptance at the latest.
2. A combined offer does not oblige us to deliver part of the offered goods/assignment for a corresponding part of the price/compensation.
3. If we base our offer on your information and this information turns out to be incorrect/incomplete or subsequently changes, we are entitled to adjust the stated price/costs and/or deadlines accordingly.
4. Our offer and our price/tariffs do not automatically apply to repeat orders or new orders.
5. Information shared such as models shown to you, specification of dimensions, weights, capacities, range/performance and other descriptions/specifications in brochures, promotional material on our website are as accurate as possible, but only apply as an indication. No rights can be derived from this.
6. If you do not accept our offer, you must return to us, at our first request, all documents supplied to you for the purpose of this offer/assignment.
7. Our prices and tariffs stated in an offer or inlisted in the price/tariff's list are in euros or other currencies agreed by us and are exclusive of VAT and any costs, such as transport or shipping costs, service costs, costs for instruction and training of users of the goods, costs of loading and unloading, shipping/transport and storage of materials provided by you, costs of materials not included in normal equipment and invoices from third parties engaged.
8. Our prices/tariffs apply to our normal working days. We may charge you a surcharge for urgent orders or if we carry out work agreed upon at your request outside our normal working days. Our normal working days are: Monday to Friday (with the exception of recognised national holidays) from 08.30 hours to 17.00 hours.
9. If, after the conclusion of the agreement, we are faced with (cost) price increasing circumstances, we may adjust the prices/rates agreed with you accordingly. (Cost) price increasing circumstances are in any case

changes in laws and regulations, government measures, currency fluctuations and changes in the prices of necessary materials and in the rates of third parties engaged.

### **Article 3: Formation of the agreement**

1. The agreement is concluded after you have accepted our offer in writing. If we include in our offer a period for acceptance (period of validity), we must receive your acceptance within this period. If your acceptance deviates from the offer, the contract is only concluded after we have agreed to the deviations in writing.
2. We are only bound by:
  - a. an order or order without a prior offer;
  - b. verbal agreements;
  - c. additions to or amendments of the general terms and conditions or agreement;after we have confirmed this to you in writing or as soon as we - without your objection - have started with the execution of the order, assignment or agreements.

### **Article 4: Enabling third parties**

We may have deliveries and work carried out by third parties.

### **Article 5: Your obligations**

1. You make sure:
  - a. you provide us with all the information necessary for the execution of the agreement in a timely manner;
  - b. data carriers and files provided by you are free of viruses and defects;
  - c. we have timely access to materials to be made available by you and these materials are in good condition;
  - d. we are given access to the work location at the agreed date and time and this location meets the applicable statutory (safety) requirements if we have to carry out work on location;
  - e. third parties engaged by you/people present at the work location do not obstruct us or cause delays in the execution of our work;
  - f. At the work location we have free access to the desired connection options for electricity (power), gas and water. Lost working hours as a result of failure of these facilities will be at your expense;
  - g. the other facilities reasonably required by us or our subcontractors are available at the work location free of charge.
2. You guarantee that the information provided to us is correct and complete and indemnify us against claims from third parties arising from the incorrect/incomplete nature of this information.
3. Do you not (timely) fulfil the aforementioned obligations or your other obligations under the agreement/these general terms and conditions? If so, we may suspend the execution of the agreement until you have fulfilled your obligations. The costs and other consequences arising from this are at your expense and risk.
4. If you fail to comply with your obligations and we do not demand immediate compliance, this does not affect our right to demand compliance at a later date.

### **Article 6: Confidential information**

1. We will keep all information confidential that we receive from or about you when concluding/executing the agreement. We only give this information to third parties where this is absolutely necessary for the execution of the agreement.
2. We will take all reasonable precautions to keep this information confidential. The duty of confidentiality also applies to our employees and third parties who are involved in the execution of the agreement under our responsibility.
3. We process information covered by the General Data Protection Regulation (GDPR) in accordance with the GDPR and also report any breaches of information security in accordance with the GDPR.
4. The obligation of confidentiality does not apply when:
  - a. we already had the information in our possession before we received it from you;
  - b. we have to disclose the information as a result of legislation and/or regulations or a court ruling and cannot invoke a legal/judicial right to refuse to disclose the information.These exceptions also apply to the employees/third parties referred to in paragraph 2.
5. Did you receive information from or about us during the conclusion/time of the execution of the agreement? Then the provisions of this article also apply to you.

**Article 7: Risk of storage of information**

1. We will retain all information received from you during the execution of the contract. We store this information carefully and - if applicable - in accordance with the General Data Protection Regulation (GDPR).
2. We take all reasonable measures to prevent the loss of or unwanted access to this information (e.g. due to viruses, technical malfunctions, cyber crime, etc.). However, we shall never be liable for any damage that you suffer as a result of the loss/destruction of this information - for example, when the information is transmitted by means of telecommunication - unless:
  - a. the damage is due to our intent or deliberate recklessness;
  - b. liability ensued from the GDPR.
3. Unless we agree otherwise, you will always keep the original or a copy/back-up of the information provided to us.

**Article 8: Delivery – terms - progress and execution of the agreement**

1. We make every effort to carry out the agreed deliveries and work on time, but agreed deadlines are never binding. In the event that we fail to meet our obligations (on time), you must give us a reasonable term for compliance with a written notice of default.
2. We base stated terms and (delivery) dates on the working conditions applicable at that time, the information known to us and the timely delivery of materials ordered for the execution of the agreement. If these circumstances change, or if there is a delay in the commencement, progress or completion of the work or the agreed delivery of goods as a result:
  - a. we do not receive all necessary information from you on time;
  - b. you do not deliver the materials agreed for an order on time;
  - c. we do not receive an agreed (advance) payment from you on time;
  - d. there are other circumstances that come at your expense and risk;we are entitled to a reasonable extension of the agreed term and to compensation for the costs and damage involved, such as any waiting hours.
3. Do we speed up the execution of the agreement at your request? If so, we may pass on the overtime and other costs involved to you.
4. We may execute the agreement in parts and invoice each partial delivery or execution separately.
5. If we execute an agreement in phases, we may suspend the execution of parts belonging to a subsequent phase until you have approved the results of the previous phase. The resulting costs and damages are at your expense.
6. The risk for goods to be delivered is transferred to you at the moment of delivery:
  - a. these goods leave our premises/area;
  - b. if we inform you that you can collect the goods.
7. Dispatch or transport of the goods is at your expense and risk. We are not liable for any damages in connection with the shipment or transport.
8. Do we deliver the goods to you ourselves (e.g. because we also assemble the goods for you)? If so, the risk for the goods is transferred to you upon receipt of the goods. We can, however, charge you transport costs.
9. We may store the goods ordered and materials purchased for you at your expense and risk if we are unable to deliver the goods to you in the agreed manner, if you do not collect the goods or if we are unable to carry out the order and the cause of this lies in your sphere of risk. We give you a reasonable period of time within which you give us the opportunity to deliver, carry out the order or collect the goods.
10. In the even that you remain negelecting your (purchase) obligations after this reasonable period of time, then you are immediately in default. We may dissolve the agreement in whole or in part by means of a written statement addressed to you and sell the ordered goods/materials to third parties and destroy documents already produced, without being required to compensate you for any damage, interest and costs. Nor does this affect our right to compensation of our (storage) costs, damage and loss of profit or our right to ask you for compliance.
11. If applicable, we point to inaccuracies, errors, defects, possible problems, etc. in/on behalf of you:
  - a. information provided by or on behalf of you;
  - b. prescribed/requested techniques, working methods, etc;
  - c. instructions given;
  - d. materials made available or prescribed;to the extent that these inaccuracies, errors, defects, problems, etc. are relevant to our performance and we are or can reasonably be aware of them.

12. We will also inform you of the consequences for agreed prices, tariffs and deadlines:
  - a. in the event of changes required by you to an order/assignment;
  - b. if, during the execution of the agreement, it appears that - due to unforeseen circumstances - we are unable to execute it in the agreed manner. We will consult with you about a possible changed execution. Do the aforementioned circumstances make the execution impossible? If so, we will in any case be entitled to full reimbursement of the work already carried out/deliveries and costs incurred by us.
13. If unforeseen circumstances - such as force majeure situations - compel us to do so, we may deliver goods that deviate from what we have agreed with you, provided that the deviations do not mean any deterioration.
14. We will agree to more and less work with you in writing. We will only be bound by verbal agreements after we have confirmed them to you in writing or as soon as we have started to carry them out - without your objection. Additional work shall in any case include all additional work and deliveries at your request or necessarily resulting from the execution of the contract which are not included in the offer/order. We may pass on the costs involved to you separately.
15. If we agree with you in an assignment for custom work that we will first submit samples, you must check each sample that we provide you with and give your feedback on it as soon as possible. If necessary, we will adjust the sample for you and submit it to you again for approval. We may ask you to sign a written statement of approval. If we still need to amend approved test models, this will be regarded as additional work and we may pass on the resulting additional costs to you.

#### **Article 9: Approval and delivery of orders**

1. We will inform you when we have completed the agreed work and the items are (again) ready for use.
2. The (work on the) goods have been delivered in accordance with the agreement, at the moment that you have checked the agreed specifications/the functioning of the goods and have signed the delivery statement or (work) receipt for approval.
3. You are deemed to have given your approval if:
  - a. you do not return a signed delivery slip or (work) receipt to us within 5 working days, but you have not made any complaints within this period;
  - b. we have not provided a delivery statement or (work) receipt and you have not complained within 5 working days after the notification referred to in paragraph 1;
  - c. you have already (re)used the goods within these 5 working days.
4. Do you engage third parties for work that (may) affect the proper use of the goods? In that case, you will not give any reason for a later approval or rejection if this work has not yet been carried out/ended upon completion of our work.
5. Do you still want changes to the items after completion? If so, this counts as additional work and we may charge you for these changes separately.
6. Do you still detect defects, imperfections, etc. after delivery? If so, the provisions of the complaint article apply.

#### **Article 10: Complaints**

1. You must check the delivered goods immediately upon receipt and report any visible defects, damages, faults, defects, deviations in numbers, etc. on the waybill/accompanying note. In the absence of a waybill/accompanying note, you shall report these complaints to us in writing within 2 working days of receipt. When you do not report these complaints on time, the goods are deemed to have been received by you in good condition and in accordance with the agreement.
2. Other complaints about the delivered goods you must report to us in writing immediately after discovery - but at the latest within the agreed warranty period. All consequences of not reporting immediately are at your risk.
3. You must also report complaints about work performed to us in writing immediately after discovery - but no later than 2 months after delivery. All consequences of not immediately reporting are at your risk. In the absence of a timely complaint, the work will be deemed to have been carried out in accordance with the agreement.
4. Do you not report a complaint on time? Then you cannot invoke an agreed guarantee.
5. Complaints do not suspend your payment obligation.
6. You enable us to investigate the complaint and provide us with all the relevant information. Is return shipment necessary for the investigation or do we have to investigate the complaint on site? Then this is at

your expense, unless your complaint turns out to be well-founded afterwards. You always bear the shipping/transport risk.

7. Returns will take place after our written consent, in a manner to be determined by us and - if possible - in the original packaging.
8. If we replace (a part of) an item for you, we will become the owner of the replaced part(s).
9. No complaints are possible about:
  - a. minor - and mutual - deviations accepted in the branch with regard to stated quality, dimensions, weights, numbers, finishes, etc.
  - b. items that have been modified, adapted, processed by you after receipt.

#### **Article 11: Guarantees**

1. We carry out the agreed deliveries and orders properly and in accordance with the standards applicable in our industry, but do not give any further warranty than we expressly agree with you.
2. During the warranty period, we guarantee the usual quality and reliability of the delivered goods.
3. The performance of our goods - such as the range of a remote control/receiver - depends on several factors. For this reason, we cannot guarantee that the specifications issued by us are applicable in your situation. Please contact our product specialists for an explanation of this and the operation of the items.
4. For the materials required for an order, we base ourselves on the information provided by the manufacturer/supplier regarding the properties of these materials. Does the manufacturer/supplier give a warranty for these materials? If so, this warranty applies between us in the same way. We will inform you about this.
5. Would you like to use the goods for a purpose other than their usual purpose? Then we only guarantee that the goods are suitable for this purpose if we confirm this to you in writing.
6. You cannot invoke the guarantee as long as you have not yet paid the agreed price for the goods.
7. Are you entitled to invoke an agreed warranty? If so, we can choose between repairing or replacing the goods free of charge, carrying out the agreed work - free of charge and in the correct manner - or a refund/discount on the agreed price or fee. In the event of additional damage, the provisions of the liability clause shall apply.

#### **Article 12: Liability**

1. Apart from the guarantees explicitly agreed with you or given by us, we do not accept any liability.
2. We are only liable for direct damage. Any liability for consequential damages, such as trading losses, production losses, loss of profit, lost savings, losses suffered, damage caused by delay, damage to reputation, environmental damage, fines imposed, etc., and personal or personal injury, is expressly excluded.
3. Furthermore, we are not liable for personal or bodily injury resulting from the use of the goods supplied by us. You are personally responsible for the careful use of the goods. This responsibility also applies if you allow a third party to use the goods. Use of the goods is always at your own risk.
4. You take all necessary measures to prevent or limit the damage.
5. If we are liable, our obligation to pay compensation is always limited to a maximum of the amount paid out by our insurer in the case in question. Is it not paid out or is the damage not covered by any insurance taken out by us? Then our obligation to pay compensation is limited to a maximum of the invoice amount for the delivered goods/performance.
6. At the latest within 6 months after you are/ could have been aware of the damage you have suffered, you must hold us to account for this.
7. If we carry out our work/deliveries on the basis of information provided by/on behalf of you, we are not responsible for the content, accuracy and completeness of this information.
8. Do you make materials available for processing? Then we are responsible for the correct processing, but not for the soundness of these materials or the influence these materials have on the end result.
9. When assembling the items on your own system/machine, a number of points are important. You must take the applicable machine guidelines into account. If you equip your system/machine with a Tyro remote control as standard, you are also responsible for the certification of the entire system/machine. This certification must comply with the laws, regulations, requirements and standards that apply at the (geographical) location



- of commissioning of the system/machine. We are not liable for any damage that you suffer as a result of not or incorrectly certifying your system/machine if you or a third party engaged by you arrange this certification.
10. We are not liable - and you cannot invoke the applicable warranty - if the damage is caused by:
    - a. your incompetent operation/treatment of the delivered goods;
    - b. use contrary to the purpose of the delivered goods or use contrary to the instructions, advice, instructions for use, manuals, etc. provided by/on behalf of us;
    - c. your incompetent storage of the goods.
    - d. incompetent or insufficient maintenance of the items, such as non-compliance with maintenance instructions or normal maintenance care;
    - e. failure to test/check delivered goods/the system sufficiently before putting them into use;
    - f. errors in or inaccuracies of the information given to us by/on behalf of you;
    - g. defects/defects in materials supplied by you;
    - h. external influences other than against which the goods should normally be able to withstand (such as fire, lightning, moisture, etc.);
    - i. your directions or instructions;
    - j. or as a result of a choice made by you that deviates from our advice or what is customary;
    - k. or as a result of (repair) work or modifications/ operations carried out by/on behalf of you on the delivered goods, without our express prior consent.
  11. In the situations mentioned in the previous paragraph, you are fully liable for the resulting damage and indemnify us against claims from third parties.
  12. The limitations of liability included in this article do not apply if the damage is due to our wilful intent or deliberate recklessness or if the limitations are contrary to mandatory legal provisions. Only in these cases will we indemnify you against claims from third parties.

#### **Article 13: Payment**

1. We may always ask you for a (partial) prepayment or other security for payment.
2. Unless we agree otherwise, you must pay within 30 days of the invoice date. The correctness of the invoice will be established if you do not object within this payment term.
3. If you have failed to pay (in full) to us within the payment term? Then you owe us default interest of 1.5% per month, to be calculated on the invoice amount. Parts of a month will be charged as a full month.
4. If your payment is still not made after a reminder, we may also charge you extrajudicial collection costs in the amount of 15% of the invoice amount, with a minimum of € 40.00.
5. For the calculation of the extrajudicial collection costs, we may increase the principal amount of the claim after one year by the default interest accrued in that year.
6. Does your payment remain outstanding? If so, we may dissolve the agreement - by means of a written statement addressed to you - or suspend our obligations under the agreement until you have paid or provided us with proper security for this. We have this right of suspension even before you are in default of payment, if we then already have reasonable grounds to doubt your creditworthiness.
7. Payments received will first be deducted from all interest and costs owed and then from the longest outstanding invoices, unless you notify us in writing at the time of payment that this relates to a later invoice.
8. You may not set off our claims against any counterclaims you may have against us. This also applies if you apply for (provisional) suspension of payment or are declared bankrupt.

#### **Article 14: Retention of title**

1. All goods we deliver to you will remain our property until you have fulfilled all your payment obligations.
2. These payment obligations relate not only to the purchase price of the goods, but also to our claims:
  - a. For work performed in connection with the delivery.
  - b. Due to an attributable shortcoming on your part, such as compensation, extrajudicial collection costs, interest and any fine.
3. If we deliver identical, non-individualized items to you, the batch of items belonging to the oldest invoice/invoices will always be deemed to have been sold first. This means that the retention of title always applies to all delivered items that are still in your stock/premises at the time we invoke our retention of title.
4. You may resell the goods as part of your normal business operations, provided that you also agree a retention of title with your customers.
5. You may not pledge goods subject to retention of title or place them under the actual control of a financier.

6. You will inform us immediately if third parties claim that they have ownership or other rights to the goods.
7. As long as you have the goods, you keep them carefully and as our identifiable property.
8. You shall take out such business or property contents insurance that the goods delivered under retention of title are co-insured. At our request, you shall allow us to inspect the insurance policy and the corresponding premium payment receipts.
9. Do you act contrary to this article or do we invoke our retention of title for any other reason? Then we/our employees may enter your premises and take back the goods. This does not affect our rights to dissolve the contract - without further notice of default, by means of a written statement addressed to you - or to compensation for our damage, loss of profit and interest.

**Article 15: Intellectual property rights**

1. Unless we agree otherwise, we / our licensors are the owner of all intellectual property rights vested in or arising from the items, documents, software, etc. delivered or produced by us. Only we / our licensors may exercise these rights.
2. This means - among other things – that goods, documents, software, etc. delivered or manufactured by us cannot be:
  - a. used outside the context of the agreement, not be reproduced, not given to third parties and not give third parties access to them;
  - b. copied, modified, reproduced, etc. any goods, software or parts thereof; without our prior written consent or the consent of our licensor.
3. Do you provide us with documents or files? Then you guarantee that these documents or files do not infringe any intellectual property rights of third parties. You are liable for damage we suffer as a result of such infringements and indemnify us against claims from these third parties.

**Article 16: Your property – Right of retention**

1. If you make properties available to us - e.g. for assembly, maintenance or repair - these remain your property. We do not use these properties other than is necessary for the execution of the order.
2. However, we may suspend the return of your belongings if and for the period that you:
  - a. have not paid (in full) the costs of (previous) work on these properties;
  - b. have not (fully) paid other due and payable claims we have on you.
3. We shall not be liable for any damage - of whatever nature - arising from the right of retention exercised by us.

**Article 17: Bankruptcy - lack of power of disposition etc.**

1. We may dissolve the agreement - without further notice of default by means of a written statement addressed to you - at the time at which you:
  - a. are declared bankrupt or have been filed for bankruptcy;
  - b. apply for (provisional) suspension of payments;
  - c. are affected by an attachment by execution;
  - d. are placed under guardianship or administration;
  - e. lose the power of disposition or legal capacity with regard to (parts of) your assets in any other way.
2. You must always inform the trustee or administrator about the (content of the) agreement and these general terms and conditions.

**Article 18: Force Majeure**

1. In the event of force majeure on your part or on our part, we may dissolve the contract - by means of a written statement addressed to you - or suspend the fulfilment of our obligations for a reasonable period of time. We will then not be required to pay any compensation to you.
2. Force majeure on our part concerns: a non-attributable shortcoming on our part/third parties engaged by us or other compelling reasons on our part as a result of which we are unable to fulfil our obligations (on time).
3. Force majeure on our part shall in any case apply in the following circumstances:
  - a. war, insurrection, mobilisation, domestic and foreign disturbances, government measures or threat of these/comparable circumstances;
  - b. disruption of the exchange rates existing at the time of entering into the agreement;

- c. business interruptions due to fire, burglary, sabotage, loss of electricity, internet or telephone connections, cyber crime, extreme absenteeism due to illness, strikes, natural phenomena, (natural) disasters etc.;
  - d. as a result of weather conditions, road blockades, accidents, measures hampering import and export, a (temporary) lack of the necessary materials, etc., transport difficulties and delivery problems.
4. Does the force majeure situation arise after we have already partially executed the agreement? If so, you will have to fulfil your (payment) obligations up to that moment.

**Article 19: Cancellation - suspension**

1. If you cancel a delivery or order prior to or during its execution, we may charge you a fixed compensation for:
  - a. all costs incurred (such as parts of materials already purchased);
  - b. our damage suffered as a result of the cancellation, including loss of profit.Depending on the work and deliveries already carried out, this compensation is 20 to 100% of the agreed price/compensation.
2. If you cancel/reject a scheduled appointment less than 24 hours in advance or are not present at the agreed time, we may charge you for the time reserved for this purpose.
3. You indemnify us against claims from third parties arising from the cancellation.
4. We may set off the compensation due against all amounts paid by you and any counterclaims you may have.
5. Are you asking us to suspend the execution of the delivery/assignment? If so, we are entitled to demand and charge you the compensation for all deliveries/work carried out with immediate effect. This also applies to costs incurred, costs arising from the suspension and hours that we/third parties engaged by us have already reserved at that time for the suspension period.
6. Costs incurred by us for resuming the delivery/assignment will also be at your expense. Can we not resume performance of the agreement after the suspension? If so, we may dissolve the contract - by means of a written statement addressed to you.

**Article 20: Applicable law - Jurisdiction**

1. Our agreements are governed by Dutch law.
2. We exclude the applicability of the Vienna Sales Convention (CISG).
3. We submit disputes to the court that has jurisdiction in our place of business. In addition, we always reserve the right to submit the dispute to the competent court in your place of business.
4. If you are established outside the Netherlands, we also have the choice to submit the dispute to the competent court in the country or state where you are established.
5. Are you established outside the EU? If so, this is dispute resolution by means of arbitration. This is done by three arbitrators in accordance with the rules of the ICC (International Chamber of Commerce). The arbitration proceedings will be conducted in the English language and the arbitral award is binding for you and us. The place of arbitration is Almelo.
6. In the event of a(n) (arising) dispute we may have one or more experts carry out an expert assessment/investigation. In that case you and we will each bear half of the costs of this.

Date: 30 april 2020