

Article 1. Definitions

1. 2Connect: the private limited company 2Connect B.V., (Chamber of Commerce 18057952), having its registered office and principal place of business at (5145 RM) Waalwijk at Gompenstraat 17.
2. The Customer: being the commissioning party, the (intended) contracting party of 2Connect.
3. Agreement: the agreement concluded between 2Connect and The Customer.
4. Terms and Conditions: the present terms and conditions.

Article 2. General

1. The Terms and Conditions shall apply to all quotations, orders and Agreements whereby 2Connect provides goods and/or services to The Customer.
2. The rights and obligations of The Customer under its Agreements with 2Connect cannot be assigned or transferred without the prior written consent of 2Connect. Any assignment by The Customer in violation of this Article shall be null and void.
3. If any provision of the Agreement and/or the Terms and Conditions, or its application to any party or circumstance, is held to be illegal, invalid or unenforceable in whole or in part under applicable laws and regulations, then to that extent such provision shall be deemed not to be part of the Agreement and/or Terms of Conditions and, to the extent reasonably possible replaced by the parties with a legal, valid and enforceable provision which, viewed in the context of the Agreement and/or the Terms and Conditions as a whole, comes as close as possible to the intent of the illegal, invalid or unenforceable provision, without affecting the legality, validity and enforceability of the remainder of the Agreement and/or the Terms and Conditions.

Article 3. Conclusion of an Agreement

1. All quotations by 2Connect are non-binding, unless 2Connect expressly states otherwise.
2. An Agreement is concluded as a result of:
 - a. The Customer tacitly accepting a quotation from 2Connect; or
 - b. The Customer accepting a quotation from 2Connect in writing (or by e-mail); or
 - c. (following a request from The Customer) by 2Connect sending confirmation of the Agreement to The Customer; or
 - d. 2Connect executes the offer.
3. The Agreement will be concluded in accordance with the quotation ((in case of Article 2.1.a, unless The Customer has notified 2Connect of its objections in writing within 48 (forty-eight) hours after receipt of the quotation or (whichever is earlier) within 12 (twelve) hours after the execution of the Agreement has started)).
4. Any changes to/additions to the Agreement and/or the Terms and Conditions can only be agreed in writing. 2Connect reserves the right to unilaterally change these Terms and Conditions.
5. If any provisions in a quotation or confirmation of the Agreement are inconsistent with provisions contained in the Terms and Conditions, the former provisions will prevail.
6. The Customer cannot derive any rights from information regarding products or services contained in quotations, leaflets, advertising materials or the 2Connect website.
7. Any (purchasing) conditions of The Customer are never applicable to the Agreement;

Article 4. Obligations on the part of 2Connect

1. If no specific standards or regulations have been agreed, 2Connect will deliver in accordance with what 2Connect normally delivers.
2. If a model, example or sample has been shown or provided by 2Connect, this will only be presumed to have been shown or provided by way of indication or example. The goods offered by 2Connect may deviate from any samples, models or illustrations made available or provided to The Customer by 2Connect. Because special cables are supplied in accordance with manufacturing lengths, the products supplied may deviate from the agreed length by up to a maximum of 10%.
3. 2Connect does not offer The Customer any guarantees with regard to the quality or (special) properties of the goods, unless explicitly agreed in writing. Such guarantees can only be invoked by The Customer if it itself has fulfilled all its (payment) obligations towards 2Connect.
4. Any historical purchase of a certain volume of goods does not give The Customer any expectations and/or

rights to purchase a similar or lower volume of goods from 2Connect in the future. 2Connect shall have the right to accept or refuse orders from The Customer at any time in its sole discretion.

5. The Customer cannot derive any rights or expectations from pre-calculations, estimates, specifications and/or other information provided by 2Connect, unless the parties agree otherwise in writing.
6. 2Connect has the right to have the work carried out by others (in part).
7. Deadlines applicable to 2Connect are not final unless the parties have explicitly agreed otherwise in writing in the Agreement. An agreed deadline applicable to 2Connect shall only commence as soon as the Agreement has been concluded and all the information essential for the execution of the Agreement is in 2Connect's possession. An agreed deadline applicable to 2Connect will be extended at least by the number of days that have elapsed between the moment the Agreement was concluded and the moment when all the information essential for the execution of the Agreement is in 2Connect's possession.

Article 5. Obligations on the part of The Customer

1. The Customer is obliged, at 2Connect's first request and on its own initiative, to share all information with 2Connect needed to execute the Agreement.
2. Unless otherwise agreed, prices are exclusive of VAT, transport, assembly and packaging and other charges.
3. Prices set by 2Connect or agreed between the parties are based on the cost price at the time of the offer. If the cost price increases, 2Connect shall be entitled to charge a corresponding price increase to The Customer.
4. Price increases resulting from verbal or written requests by The Customer for additions and/or changes to the Agreement and/or the specifications of the goods to be delivered are payable by The Customer in full.
5. All costs resulting from circumstances which 2Connect did not reasonably have to take into account when concluding the Agreement, are for The Customer's account.
6. All payments by The Customer to 2Connect must be deposited into a bank account number to be designated by 2Connect, without deduction and/or settlement, in Euros and at the latest thirty (30) days after the invoice date but always before the time of delivery (see Article 8). This is a 'payment deadline' (*'voor de voldoening bepaalde termijn'*) within the meaning of Article 6:83a of the Dutch Civil Code.
7. In the event of failure to pay on time, The Customer is in default by operation of law with the following consequences at least:
 - a. The Customer will owe interest of 10% per annum on the outstanding invoice/invoices;
 - b. The Customer will owe extrajudicial collection costs of 15% of the outstanding invoice/invoices with a minimum of € 250,-;
 - c. If 2Connect engages The Customer in legal proceedings with regard to its payment obligations, The Customer will also owe the actual costs that 2Connect has to incur (such as lawyer's fees, bailiff's fees, court registry fees, etc.) in addition to the costs referred to in the previous paragraphs.
8. Any payments made by The Customer will first be deducted from all costs and interest due and then from the longest outstanding invoices, even if The Customer states that a payment relates to (a) later invoice(s).
9. All payments by The Customer to 2Connect shall be made free of any counterclaim or set-off and without deduction or withholding of taxes, duties and other levies required to be deducted or withheld under applicable laws and regulations.

Article 6. Contract deviations

1. Any changes to the work will in any case result in additional work if:
 - a. there is a change in the design, specifications or contract documents;
 - b. the information provided by The Customer does not correspond to the actual situation;
 - c. estimated quantities deviate by more than 5%.
2. Additional work will be calculated on the basis of the price-determining factors applicable at the time the additional work is performed. The Customer is obliged to pay the price of the additional work at 2Connect's first request, without suspension or settlement (not even in the case of less work).
3. Changes to the work will only result in less work if/when:
 - a. 2Connect has agreed in writing not to carry out the contract reduction;
 - b. The contract reduction actually results in a cost saving for 2Connect and 2Connect has confirmed this to The Customer in writing;

4. Contract reductions are calculated on the basis of the amounts budgeted by 2Connect and only include savings of materials and external costs, under no circumstances savings of internal costs of 2Connect (such as staff costs).

Article 7. Quality and complaints

1. Immediately upon delivery (in any case within seven (7) days after receipt) The Customer must check the goods delivered for quantities, quality, visible damage, properties or defects and report this to 2Connect in writing or by e-mail, quoting the order and/or invoice number accompanied by (a copy of) the waybill, and to provide all information necessary to enable 2Connect to assess the correctness of The Customer's statement. Once this period has expired, the goods are deemed to comply with the Agreement and The Customer shall lose all rights and claims that The Customer has with regard to the non-conformity of the goods.
2. The Customer can no longer invoke any defects other than those referred to in the previous paragraph if it has not complained to 2Connect in writing within seven (7) days after it has discovered the defect or should reasonably have discovered it.
3. If the goods delivered do not meet the specifications and/or quantity specifically agreed upon in writing between 2Connect and The Customer, 2Connect will, at 2Connect's sole discretion:
 - a. supply the missing goods;
 - b. correct the error, defect or deficiency in such goods;
 - c. re-supply such goods; or
 - d. refund to The Customer the amounts actually paid by The Customer to 2Connect for all or part of these goods,and these are the only remedies to which 2Connect is bound and/or which The Customer may require or claim from 2Connect.
4. If The Customer processes the goods or has them processed in whole or in part, modified, mixed and/or sold then The Customer has approved the goods. In that case, 2Connect's liability will cease entirely.

Article 8. Delivery

1. Unless otherwise agreed, the delivery of goods will take place ex works from a (Dutch) branch of 2Connect.
2. The risk for the goods is transferred to The Customer at the time the loading of the goods for transport to or for the benefit of The Customer from the premises of a (Dutch) branch of 2Connect commences, unless expressly agreed otherwise in writing.
3. 2Connect may deliver the goods in units of consignment (partial deliveries).
4. If 2Connect expects that the agreed delivery period will be exceeded, 2Connect will notify The Customer of this as soon as reasonably possible. Failure to deliver on time shall not entitle The Customer to additional or substitute compensation or non-performance by The Customer of any of its own obligations under the Agreement.
5. The Customer is obliged to take delivery of the goods.
6. In the case of delivery ex works 2Connect, the obligation to take delivery starts the moment 2Connect informs The Customer that the goods are ready for delivery, after which The Customer must collect the goods within a period of seven (7) days at the latest.
7. If delivery to The Customer's address has been agreed, The Customer must take delivery of the goods when 2Connect delivers them to that address. If a delivery address has not been explicitly agreed in writing, 2Connect may deliver the goods to The Customer's address known to 2Connect or as appears in the commercial register. Transport of the goods at all times takes place at The Customer's expense and risk, also in the case of carriage paid delivery by a carrier to be designated by 2Connect.
8. If The Customer does not take delivery of the goods or fails to do so on time, The Customer will be in default without further notice of default being required. In that case 2Connect is entitled to store the goods at The Customer's cost and risk or to sell them to a third party at any price 2Connect deems reasonable under the given circumstances. The Customer will still owe the full purchase price and delivery costs, without prejudice to the provisions laid down elsewhere in the Terms and Conditions. If 2Connect sells the goods to a third party, 2Connect may decide to reduce the amount owed by The Customer with the net proceeds of the sale to that third party.
9. Necessary packaging will be calculated at cost price (plus any taxes or levies due) and will not be taken back unless explicitly agreed

otherwise in writing. The necessity of the use of packaging is at 2Connect's discretion.

Article 9. Retention of title

1. Delivery takes place under extensive retention of title. All goods delivered by 2Connect remain the property of 2Connect under the condition precedent that The Customer has fulfilled all its payment obligations under all Agreements for the delivery of goods concluded between the parties (including obligations to pay interest or (collection) costs) or otherwise towards 2Connect. As long as The Customer has not fulfilled its payment obligations, The Customer undertakes towards 2Connect to treat the goods delivered with due care, to keep them insured and not to pledge, process, transfer or hand them over to third parties. In case of non-fulfilment of this obligation, the entire purchase price involved in the Agreement will become immediately due and payable.
2. If The Customer fails to fulfil its obligations towards 2Connect, 2Connect has the right to immediately take back the goods of which ownership is retained. Insofar as necessary, The Customer will grant 2Connect, at its first request, immediate access to buildings and/or sites, of which The Customer is the owner or manager, so that 2Connect can recover its property.
3. Payments made by The Customer are first and foremost and as much as possible attributed to claims by 2Connect to which no retention of title applies.
4. During the period that the goods are subject to retention of title, The Customer shall keep and label the goods in such a way that they are clearly identifiable as 2Connect's goods.

Article 10. Force majeure

1. If 2Connect fails to fulfill its obligations as a result of force majeure, this shall not constitute a breach of the Agreement with The Customer and 2Connect shall not be liable for any resulting loss or damages. Force majeure is taken to mean, among other things, in addition to what it is taken to mean in law and case law, all external causes, foreseen and unforeseen, on which 2Connect cannot exert any influence, as a result of which the fulfilment of its obligations towards The Customer is completely or partially prevented or as a result of which the fulfilment of its obligations cannot reasonably be expected of 2Connect, regardless of whether that circumstance was foreseeable at the time of the conclusion of the Agreement. These circumstances include: strike, lockout, fire, war, pandemic, extreme weather conditions, breakdown or failure of factories, machines, hardware and/or software, stagnation or other production problems by the suppliers of 2Connect and/or measures of any government body (such as recall actions), as well as the absence of any government licence/permit to be obtained.
2. In the event of force majeure:
 - a. The Customer is not authorised to rescind (*ontbinden*) the Agreement and;
 - b. the fulfilment of 2Connect's obligations will be suspended for the duration of the force majeure situation and;
 - c. The Customer is not entitled to any (damage) compensation, not even if 2Connect could have some benefit as a result of the force majeure.
3. If any force majeure situation has lasted 2 (two) months, 2Connect has the right to rescind the Agreement in writing in full or in part. If 2Connect has partially fulfilled its obligation, it is entitled to a proportional part of the agreed price based on the work already carried out and the costs incurred.

Article 11. Industrial and intellectual property

1. Unless explicitly agreed otherwise in writing, 2Connect retains the copyrights, patent rights and all other industrial and/or intellectual property rights to the goods sold, quotations made, designs provided, images, drawings, (test) models, formulas, software etc. it has provided.
2. Unless explicitly agreed otherwise in writing, the rights to the information referred to in this Article remain the property of 2Connect, regardless of whether costs have been charged to The Customer for the production of it.
3. All information, oral or written, provided by 2Connect to The Customer remains the property of 2Connect and may only be used by The Customer for the purpose for which it has been provided.
4. The Customer hereby grants to 2Connect (to the extent necessary in advance) the royalty-free, unlimited, worldwide, non-transferable and non-exclusive license, with the right to sublicense, to use the intellectual property rights and trade secrets owned and/or licensed to The Customer to the extent

necessary for the production and delivery of the goods to The Customer.

5. 2Connect and The Customer agree that all intellectual property and trade secrets arising under and/or in connection with the Agreements between the parties shall vest in 2Connect. In furtherance thereof, The Customer hereby assigns and transfers all rights in such intellectual property and trade secrets to 2Connect, if and to the extent necessary in advance, and 2Connect hereby accepts such assignment and transfer, if and to the extent necessary in advance.

Article 12. Liability on the part of The Customer

1. The Customer is responsible for the information provided by or on behalf of it, such as prescribed constructions, materials and working methods or orders, directions and instructions given.
2. The Customer is liable for all damage resulting from errors in the above-mentioned information provided by it or defects in goods, building materials, materials or auxiliary plant and equipment made available by it or prescribed by it.
3. The Customer indemnifies 2Connect against claims of third parties with regard to damage as referred to above.
4. The consequences of the compliance (by 2Connect or third parties) with statutory regulations or government decisions are for The Customer's account, regardless of whether the cause/necessity of such compliance is attributable to The Customer, 2Connect or a third party. 2Connect is not liable towards The Customer for damage resulting from the above-mentioned compliance and The Customer is obliged at 2Connect's first request to cooperate with the above-mentioned compliance and to reimburse all damage and costs incurred by 2Connect due to the above-mentioned compliance.
5. The Customer is liable for damage resulting from work performed or deliveries made by third parties by or on behalf of it.

Article 13. Liability on the part of 2Connect

1. 2Connect is not liable for any indirect damage of The Customer or a third party in connection with (the execution of) an Agreement, goods or services provided by 2Connect, including consequential damage, immaterial damage and/or business or environmental damage.
2. In case of faults or non-conforming products, 2Connect shall only be bound to comply with what is described in Article 7 paragraph 3 of these Terms and Conditions. In addition to the foregoing, any liability for direct damage on the part of 2Connect towards The Customer, for whatever reason, is limited per event (whereby a related series of events counts as one event) to the actual invoice amount paid by The Customer to 2Connect for the relevant month in which the damage took place, excluding shipping costs, but is in any case limited to the amount for which 2Connect is insured and its insurance actually pays out.
3. The exclusion of liability in this Article with regard to direct damage is not applicable, if the damage is caused by intent or gross negligence on the part of 2Connect or its executive staff.
4. Unless the damage is caused by intent or gross negligence on the part of 2Connect or its executive staff, The Customer will indemnify 2Connect against all claims by third parties, directly or indirectly related to (the use of) the goods and will reimburse 2Connect for all damage suffered by 2Connect, including (legal) consultancy fees, as a result of such claims.
5. The Customer can only invoke the obligations, as ensuing from this Article, if it itself has fulfilled all its obligations towards 2Connect.
6. Any right of claim of The Customer vis-a-vis 2Connect for any reason whatsoever expires at the latest one year after delivery of the goods sold to The Customer.
7. The Customer shall indemnify and hold 2Connect harmless from and against all actions, claims, demands, liabilities, losses, costs, fees (including fees for legal counsel and other outside advisors) and expenses suffered or incurred by or imposed upon or brought against 2Connect by any third party, directly or indirectly in connection with: (i) the receipt, sale and use of the goods provided by 2Connect (including, without limitation, in connection with product liability), and (ii) trade secrets and/or intellectual property rights of third parties.

Article 14. Suspension, offsetting and dissolution

1. The Customer is not entitled to suspend or offset its obligations.
2. In the following cases The Customer is in default by operation of law and 2Connect has the right to rescind (*ontbinden*) the Agreement - without any notice of default or judicial intervention being required - in full or in part out of court:
 - a. if The Customer applies for bankruptcy or (provisional) suspension of payment, or if The Customer is declared bankrupt, (provisional) suspension of payment is granted, or if The Customer is put under administration or guardianship by virtue of a statutory provision;
 - b. if The Customer transfers, liquidates, shuts down or ceases (parts of) its business or, at least, all or part of its activities;
 - c. if a change of control directly or indirectly (*wijziging van zeggenschap*) occurs in respect of The Customer;
 - d. if a prejudgment attachment or execution order is made against The Customer;
 - e. if 2Connect has good reason to fear that The Customer will fail to fulfil its obligations.
3. In case of dissolution by 2Connect on the basis of the previous paragraph, The Customer will owe 2Connect a penalty of 50% of the purchase price (including shipping costs) and/or contract sum, by operation of law without prejudice to 2Connect's right to claim damages. Article 6:92 of the Dutch Civil Code (penalty clause, *boetebeding*) does not apply and 2Connect reserves all its rights and remedies in case of a breach of the Agreement of The Customer.
4. 2Connect is at all times entitled to demand security and/or advance payment from The Customer for the fulfilment by The Customer of its obligations under the Agreement. The Customer will comply with this on first request. If The Customer does not provide any security or does not provide enough and/or does not pay in advance, 2Connect is entitled to rescind the Agreement. In that case, The Customer is liable for all damage suffered by 2Connect.

Article 15. Sanctions and export control

1. The Customer guarantees that it is not or has not been affected in any way by sanctions under (economic) sanctions legislation in force in the Netherlands (including the Dutch Sanctions Act 1977), the EU, the United Nations and/or the United States.
2. Customer warrants that it is not directly or indirectly participating or has participated in the importation or exportation (or alleged exportation or re-exportation) of goods, technology or services that constitute a violation or potential violation of such sanctions laws.
3. The Customer warrants that it does not produce or cause to be produced any goods subject to export control under export control legislation in force in the Netherlands, the EU, the United Nations and/or the United States, including but not limited to military goods, dual-use goods, sanctioned goods, strategic services and torture goods and services. If The Customer does produce or cause to be produced such goods, The Customer must (i) have a valid export license required for that purpose and (ii) obtain the prior written consent of 2Connect (which consent 2Connect is not required to give, and if given, may revoke at any time).
4. The Customer indemnifies the 2Connect for any (reputational) damage that would result from a violation by The Customer of the provisions of this article.

Article 16. Applicable law and disputes

1. The Agreement, the Terms and Conditions (including the provisions in this Article) and all non-contractual obligations arising therefrom or related thereto shall be governed by and construed on the basis of Dutch law and the United Nations Convention on Contracts for the International Sale of Goods.
2. All disputes arising out of or in connection with the Terms and Conditions and all Agreements, including, but not limited to, all disputes concerning the existence or validity of the Terms and Conditions and Agreements (and this Article of the Terms and Conditions), and all non-contractual obligations arising out of or in connection with the Terms and Conditions and Agreements, shall be subject to the exclusive jurisdiction of the District Court of Zeeland-West-Brabant, the Netherlands, without prejudice to the right of appeal.