



General Terms and Conditions of Supply MA-TRAC B.V.
Maastricht (Netherlands) – 62186000

Article 1. Definitions

- **Simurghy** shall mean Simurghy / MA-TRAC B.V., established at Gaetano Martinolaan 50, 6229 GS Maastricht, the Netherlands, with Chambre of Commerce registration number 62186000; **Customer** shall mean any customer of Simurghy that purchases Goods or Services from Simurghy; **Contract** shall mean the contract between the Simurghy and Customer for the Supply of Goods and/or provision of Services consisting of the Purchase Order, the Order Confirmation, these Terms and Conditions of Supply and all other written agreements between Simurghy and Customer; **Goods** shall mean any product or material supplied by Simurghy to Customer under a Contract; **Services** shall mean the services to be provided by Simurghy under a Contract; **Parties** shall mean Customer and Simurghy collectively; **Purchase Order** shall mean the electronic Purchase Order available at www.simurghy.com; **Order Confirmation** shall mean the acceptance in writing by Simurghy of the Purchase Order submitted by Customer; **Supplier** shall mean a third party producer or supplier of (part of) the Goods; **Terms** shall mean these Terms and Conditions of Supply.

Article 2. Applicability

- The Terms shall govern all offers, quotes, Purchase Orders, order Confirmations and Contracts in relation to the purchase of Goods and/or Services by Customer from Simurghy.
- These Terms shall supersede any and all prior oral and written quotations, communications, agreements and understandings between the Parties in respect of the supply of Goods and Services and shall apply in preference to and supersede any and all terms and conditions of the Customer.
- These Conditions may only be varied or waived by a duly executed written agreement between Simurghy and Customer.
- Simurghy shall be entitled to update and/or amend these Terms at its sole discretion and shall notify Customer of such update or amendment in writing without delay. The revised Terms shall apply as of the date of such notification to Customer, unless expressly agreed otherwise by a duly executed written agreement between Simurghy and Customer.
- Any electronic communication between Simurghy and Customer shall be considered to be "in writing". The electronic communication system used by Simurghy will serve as sole proof for the content and the time of delivery and receipt of such electronic communication.

Article 3. Prices and Payment

- The applicable prices and/or service fees ("Prices") are set out in the Order Confirmation, except in the case of obvious error. Prices are specified by Simurghy in Euro (unless another denomination is expressly identified in a Contract).
- All Prices are exclusive of VAT and other taxes, duties, levies and charges ("Taxes"). Such Taxes shall be for Customer's account and shall be added to each invoice or separately invoiced by Simurghy to Customer.
- Customer shall pay all Prices in full without withholding or deduction of any kind, whether on account of withholding taxes or otherwise. If Customer is required by applicable law to withhold and deduct withholding or similar taxes, Customer shall pay Simurghy an additional amount as a compensation, so that Simurghy shall receive the price in full, as if there were no withholding or deduction.
- All Prices are quoted "ex works", unless specified otherwise in writing. The Customer shall bear all additional freight costs, insurance costs and packaging costs in excess of standard packaging.
- Payment for all sales of Goods and Services shall be due in advance or according to the payment schedule included in the Order Confirmation.

- Payment is due within thirty (30) days from the invoice date by means of direct bank transfer to the bank account indicated on the Order Confirmation or invoice.
- When Customer fails to make each payment when it is due, Simurghy reserves the right to suspend or cancel the performance under any Contract.
- After the due payment date legal interest will be charged. All (extra)judicial costs connected with the collection of outstanding payment shall be for the Customer's account.
- Any complaint with respect to the invoice must be notified to Simurghy within fourteen (14) days after the date of the invoice. Thereafter Customer shall be deemed to have approved the invoice.

Article 4. Performance and Delivery

- Any Purchase Order will be processed after receipt of full payment (or the first payment of the payment schedule agreed upon, as the case may be) in accordance with article 3 of these Terms.
- Any delivery period or delivery date specified by Simurghy in the Order Confirmation as the time or date on which Goods will be delivered or Services rendered is given and intended as an estimate only and Simurghy shall not be liable for any loss, damage or expense of any kind whatsoever whether consequential or otherwise howsoever arising from delay in delivery or completion of the Contract nor will any such delay entitle the Customer to refuse to accept delivery or cancel the Contract.
- Delivery of Goods shall be "ex works" (EXW INCOTERMS 2010). Goods shall be shipped to another place of destination at the request and expense of the Customer.
- Simurghy shall perform the Services in compliance with the Contract and with such Customer specific procedures as agreed upon in writing.
- Simurghy shall ensure that the Services are provided by competent and appropriately qualified personnel.
- Simurghy shall notify the Customer as soon as practicable of any delays or problems in the delivery of the Services of which it becomes aware.

Article 5. Transfer of title and risk

- Title and risk of loss or damage shall pass to Customer upon delivery as described in article 4 above.
- Any loss or damage after delivery shall not relieve Customer of its obligations. Customer shall be responsible for all Taxes and other expenses after delivery.
- Customer shall obtain and effect all insurances in relation to the Goods after Delivery (with the exception of product liability insurance).

Article 6. Obligations of the Customer

- The Customer shall provide Simurghy in a timely manner and at its own expense with all information, input, materials and assistance that is reasonably required for the efficient supply of Goods and/or performance of the Services.
- The Customer shall provide Simurghy (including its agents, sub-contractors and employees) access to its premises as may be reasonably required for the provision of the Services and to any other relevant premises at which the Services are to be provided.
- The Customer shall inform Simurghy of all applicable health and safety rules and regulations and other reasonable security requirements that may apply at any relevant premises at which the Services are to be provided.
- The Customer shall obtain and maintain all necessary licenses and permits in order to comply with relevant legislation and regulations in relation to the Services and or the use of the Goods.
- The Customer shall use the Services and Goods delivered by Simurghy in compliance with the instructions provided by Simurghy and/or the Supplier.



Article 7. Warranties

- The written product warranty or warranty disclaimer that accompanies the Goods when delivered to Customer sets forth the entire warranty applicable to each Product.
- Except as is expressly set forth in these Terms above, Simurghy expressly disclaims any representation or warranty of any kind, express or implied, whether as to merchantability, fitness for a particular purpose, or any other matter.
- In particular, Simurghy makes no promise or representation that the Goods or Services shall conform to any law, regulation, code or standard unless expressly stated in the Contract or the written product warranty.

Article 8. Liability

- Under no circumstances shall Simurghy be liable to Customer in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by the Customer: i) of a direct nature where the same is a loss of turnover,
- profits, business or goodwill; or ii) of an indirect, consequential or punitive nature including any indirect or consequential economic loss or other indirect or consequential loss of turnover, profits, loss of enterprise value, business, goodwill or otherwise.
- The liability of Simurghy for any and all claims for damages arising out of or in connection with the performance of Services shall under no circumstances exceed the sum payable by Customer for the Services.
- Simurghy shall not be liable for any failure of or delay in the performance of the Contract for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

Article 9. Indemnification

- Customer must utilize and solely rely on its own expertise, know-how and judgment in relation to the use of the Goods and the Services for the purposes intended by Customer. Consultation or instructions provided by MA-TRAC B.V. shall not give rise to any additional obligations or liability.
- Customer shall indemnify and hold Simurghy harmless from and against any and all damage, losses, costs, expenses, claims, demands and liabilities arising out of or in connection with the use of the Goods or Services by Customer or any third party.

Article 10. Confidentiality

- Customer and Simurghy agree that the Contract represents and/or contains confidential information that shall not be disclosed to any third party or otherwise made public, without prior written authorization of the other party, except where such disclosure is required by law.

Article 11. Intellectual property rights

- Simurghy warrants that to the best of its knowledge the Goods and Services do not infringe a third party intellectual property right and shall safeguard Customer against any claim on this subject, under the condition that Customer shall inform Simurghy immediately in writing about such a claim and leaves the handling of the case and reaching amicable solutions exclusively to Simurghy. Customer is obliged to offer Simurghy all the necessary support in the matter. Customer expressly assumes all risks of any intellectual property infringement by reason of its use of the Goods or Services.
- The supply of the Goods or the performance of the Services shall not, by implication or otherwise, convey any license under any intellectual property right and/or the trademarks or logo's owned and/or controlled by MA-TRAC B.V.

Article 12. Software

- If and to the extent the Goods include software, Customer shall be granted a non-transferable, non-exclusive license to use the software in accordance with its intended use and for the time period specified in the Contract or in the license agreement referred to below.

- The use of the software may be subject to a separate license agreement between Customer and the Supplier of the software. In that case, such software license agreement will prevail over the Contract with regard to the software only, without prejudice to articles 7 to 11 of these Terms that shall remain applicable between Simurghy and Customer.
- Simurghy warrants that the software when made available to Customer shall be the most recent General Terms and Conditions officially released version of the software. Simurghy does not warrant that the functions contained in the software will meet all Customer's performance requirements or that the software will operate in accordance with all Customer's expectations.

Article 13. Termination

- The Contract may be terminated by Simurghy (upon written notice in the event that (i) the Customer fails to pay any invoice by its due date and/or fails to make payment after a further request for payment; or (ii) the Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or becomes bankrupt or goes into liquidation or a receiver is appointed or otherwise ceases to carry on its business.
- In the event of premature termination of the Contract, without prejudice to any other rights or remedies Simurghy may have, the Customer shall pay Simurghy for all Goods delivered or Services performed up to the date of termination.

Article 14. Miscellaneous

- In the event that any provision of these Terms shall be held to be invalid or unenforceable, the same shall not affect in any respect whatsoever, the validity or enforceability of the remaining provisions and shall be severed therefrom. The provisions held to be invalid or unenforceable shall be modified to satisfy the legal and economic intent of the original provisions to the maximum extent permitted by law.
- The Parties' rights and obligations shall be binding upon and inure to the benefit of the Parties and their respective successors, permitted assigns, directors, officers, employees, agents and legal representatives. Termination of the Contract shall not affect the provisions of these Terms which are intended to continue to have effect after such termination.
- Customer shall not assign its rights or obligations under the Contract without the prior written consent of Simurghy. Simurghy is entitled to assign its right or obligations under the Contract to any third party upon prior written notice to Customer.

Article 15. Governing Law and Jurisdiction

- The Contract and/or these Terms shall be governed, construed, interpreted and enforced according to the laws of the Netherlands, excluding principles of conflict of laws.

In the event of differences of interpretation or execution of the Contract and/or these Terms, the Parties shall endeavor to resolve their differences out of court. If the disagreement persists any actions or proceedings that may be instituted by any Party shall be initiated exclusively before the competent court of the Court of Limburg.