

GENERAL TERMS AND CONDITIONS OF PURCHASE S-P-A-C-E Projects

These general terms and conditions (hereinafter: the "Conditions") apply to all requests by S-P-A-C-E projects (hereinafter: "S-P-A-C-E") to the other party (hereinafter: "Vendor") to make an offer, to offers made by Vendor, to orders from S-P-A-C-E and to all contracts of purchase concluded and to be concluded by S-P-A-C-E with Vendor.

1 GENERAL

- 1.1 If Vendor refers to its own general terms and conditions when making an offer or confirming an order, or otherwise declares that its own general terms and conditions apply to a contemplated or executed agreement, such reference or declaration of applicability will have no effect, and the Conditions of S-P-A-C-E will apply.
- 1.2 Any deviation from these Conditions will be valid only if and to the extent that it has been expressly confirmed by S-P-A-C-E in writing.
- 1.3 If the agreement provides that Vendor must deliver goods in more than one delivery or render its performance in parts, Vendor must keep sufficient stock and must deliver the quantities of goods specified by S-P-A-C-E or perform a part of the agreed work to be specified by S-P-A-C-E at any time required by S-P-A-C-E and at its first request, unless otherwise agreed in writing.
- 1.4 The prices quoted and the offers made by Vendor will be fixed and irrevocable. A price that has been accepted by S-P-A-C-E may not be increased without S-P-A-C-E's written consent. However S-P-A-C-E will have the right to modify the goods and/or products in the annexes. The agreed price will change accordingly.
- 1.5 Unless otherwise agreed in writing, prices quoted will be exclusive of VAT but inclusive of all expenses incurred in connection with the fulfilment of Vendor's obligations.
- 1.6 The agreement between S-P-A-C-E and Vendor will be deemed concluded when the order placed has reached Vendor and (a) the Vendor accepts this order (in writing or by means of electronic data communication) or (b) the Vendor is commencing with the performance as stated in the order.
- 1.7 E-mail messages qualify as written statements.
- 1.8 S-P-A-C-E may modify an order or cancel it in full or in part at any time, unless otherwise agreed in these Conditions. Vendor will be entitled to compensation only if the order is cancelled in full. Such compensation will be limited to the costs reasonably and actually incurred by Vendor, and will in no case exceed the price stated in the order. If, in Vendor's opinion, a modification as referred to in paragraph 1.8 has consequences for the agreed fixed price and/or the date of delivery, Vendor will be obliged to inform S-P-A-C-E accordingly in writing as soon as possible, but in all cases before filling the modified order and at any rate within eight working days of being informed of the modification required by S-P-A-C-E. If, in S-P-A-C-E's opinion, the consequences for the price and/or delivery date are unreasonable, the parties will consult with each other in a reasonable fashion in order to reach a solution. If they fail to reach a solution, S-P-A-C-E will be entitled to terminate the agreement with due observance of the provisions of paragraph 1.8.
- 1.10 Vendor will be entitled to have a third party carry out its obligations only with S-P-A-C-E's prior written approval. This condition does not apply to transport and related obligations.
- 1.11 Vendor shall take out and maintain sufficient insurance against any damage incurred by S-P-A-C-E as a consequence of Vendor's failure to perform any of its obligations, or as a consequence of a wrongful act committed against S-P-A-C-E or a third party. The insurance shall cover, among other things, transport and product liability. Vendor shall show S-P-A-C-E the relevant insurance policies at its first request.
- 1.12 The term "working days" as used in these Conditions or in any additional purchase agreement applied by S-P-A-C-E means working days as defined by S-P-A-C-E.
- 1.13 It is expressly agreed that S-P-A-C-E and vendor are independent contractors and that the agreement will not be constructed to create or imply any partnership, agency or joint venture.

2 PAYMENT

- 2.1 Unless otherwise agreed in writing, S-P-A-C-E will pay for the goods delivered and/or the

- services rendered within 60 (sixty) days of receipt of the invoice.
- 2.2 Unless otherwise agreed in writing, Vendor will not send the invoice before the latest of the following dates: (i) the date of delivery and approval of the goods by S-P-A-C-E; or (ii) the date of installation and approval thereof by S-P-A-C-E; or (iii) the date on which the work is performed.
- 2.3 Invoices must be submitted in duplicate and must state: S-P-A-C-E's order number; delivery/performance date; quantity of goods delivered and/or specification of services rendered; unit prices; relevant site and/or delivery address; any applicable discounts; total sum charged. If the provisions of this paragraph have not been complied with, S-P-A-C-E may withhold payment and will return the invoice. The date of dispatch of the new invoice will be regarded as the new invoice date.
- 2.4 If S-P-A-C-E fails to fulfil its payment obligation in a timely manner, Vendor must issue S-P-A-C-E with a notice of default and grant it a reasonable term in which to fulfil its payment obligation before S-P-A-C-E is actually deemed to be in default.
- 2.5 If S-P-A-C-E objects to the invoice or to the goods delivered or the work performed it may suspend payment, without prejudice to any of its other rights.
- 2.6 S-P-A-C-E may set off the amounts it owes Vendor against any amounts owed or allegedly owed by Vendor to S-P-A-C-E or any of its affiliates.
- 2.7 If Vendor is in default towards S-P-A-C-E in the performance of its obligations, all of the costs involved in obtaining payment out of court, including but not limited to costs involved with sending reminders, notices of default or demand notices, will be for Vendor's account.
- 2.8 In the event that S-P-A-C-E is fully or largely successful in legal proceedings, Vendor will be obliged to compensate all costs incurred by S-P-A-C-E in connection with such proceedings, also to the extent that such costs exceed the cost award made by the court. S-P-A-C-E may invoke this clause irrespective of whether Vendor has appealed the relevant judgment, be it at the court of appeal or at the Supreme Court.

3 (INTELLECTUAL) PROPERTY RIGHTS AND CONFIDENTIALITY

- 3.1 S-P-A-C-E will retain all rights regarding information and goods, including components, materials, raw materials and ingredients, tools, drawings and specifications, and all rights with respect to information and/or materials, that S-P-A-C-E makes available to Vendor to perform the agreement.
- 3.2 Vendor is obliged to store the relevant goods in a manner that clearly identifies them as S-P-A-C-E's property; to the extent necessary, Vendor must mark the goods as S-P-A-C-E's property.
- 3.3 Vendor is permitted to use the information and goods provided to it solely to perform agreements concluded with S-P-A-C-E and must return such information and goods to S-P-A-C-E at its first request.
- 3.4 Vendor must immediately draw the attention of any third parties seeking recourse to S-P-A-C-E's property rights with regard to S-P-A-C-E's goods and has a duty to protect S-P-A-C-E's property to the extent possible. Vendor must immediately inform S-P-A-C-E of any claims by third parties and of any measures it has taken in that context.
- 3.5 If Vendor creates a new good, Vendor will be considered to have created that good for S-P-A-C-E, regardless of whether any of S-P-A-C-E's goods were used.
- 3.6 Vendor shall observe confidentiality with respect to the existence of any agreement with S-P-A-C-E, the nature and content of the agreement and the information provided by S-P-A-C-E, and it shall in no way refer to this information or to the fact that it supplies or has supplied goods or renders or has rendered services to S-P-A-C-E or any of its affiliates, unless S-P-A-C-E has given its prior written permission. If the provisions of this paragraph are breached, Vendor will forfeit a penalty payable on call of EUR 15.000 (exclusive of VAT) for each breach and, as the case may be, for each day the breach continues, without prejudice to S-P-A-C-E's right to claim damages for any loss in excess of the aforementioned penalty.
- 3.7 Any and all intellectual property rights including but not limited to any copyright, design right, trade mark, service mark, patent, registered design, as well as any application to register any of the aforementioned rights, know-how, and any other intellectual or

industrial right(s) of whatever nature in any part of the world (“Intellectual Property Rights”) which would either be the consequence of information communicated by S-P-A-C-E to Vendor, or the result of work carried out by Vendor within the framework of the order, will be vested in S-P-A-C-E and title thereto is hereby assigned and transferred by Vendor to S-P-A-C-E. Vendor represents and warrants that it has the right to assign and transfer these rights to S-P-A-C-E. Vendor shall provide all necessary support to support the transfer and assignment and hereby waives any and all personal and moral rights regarding the goods. No licence will be assigned to Vendor by S-P-A-C-E. Vendor is therefore not allowed to use any goods or ideas for its own purpose, which are accordingly to this General Terms and Conditions considered as the Intellectual Property of S-P-A-C-E.

- 3.8 In the events goods become the subject of actions or claims of infringement of Intellectual Property Rights, Vendor shall either assume the rights for S-P-A-C-E to use the products, or modify or replace the products in such a manner that the infringement ends. Modification or replacement of the products shall never result in decrease or reduction of functionality or if fitness for the purpose of S-P-A-C-E.
- 3.9 Vendor guarantees that the goods delivered/services provided are not open to any action concerning claims of Intellectual Property Rights. Vendor shall indemnify and hold S-P-A-C-E harmless against all actions or claims of infringement of Intellectual Property Rights.

4 CONSEQUENCES OF IMPROPER PERFORMANCE

- 4.1 Improper performance of Vendor will render Vendor in default immediately, without notice of default being required. Vendor must compensate S-P-A-C-E for all damage resulting from any improper performance of Vendor or resulting from any wrongful act or tort of Vendor, which includes all damage incurred by S-P-A-C-E as a result of third-party claims.
- 4.2 Without prejudice to its other rights under these Conditions or under the law, S-P-A-C-E will at any rate be entitled to suspend payment or dissolve any agreement concluded with Vendor, in full or in part, if (i) any goods made available by S-P-A-C-E to Vendor become subject to attachment, (ii) Vendor is granted a suspension of payments or is declared bankrupt, (iii) any permits or licenses required for the performance of the agreement are withdrawn, (iv) Vendor fails to fulfil one or more of its obligations ensuing from any agreement with S-P-A-C-E, (v) S-P-A-C-E has sound reasons to believe that Vendor is or will be unable to fulfil its obligations under any agreement, or (vi) Vendor ceases its business or if a change occurs in the control of that business.
- 4.3 The above provisions will not detract from S-P-A-C-E’s right to compensation of any and all losses and expenses ensuing from Vendor’s failure to perform or from its anticipated failure to perform, unless Vendor cannot be held responsible for the failure (force majeure). Failures that will be considered improper performance at any rate include: those arising from transport problems, illness of staff, strikes, stagnation in Vendor’s or its suppliers’ business, other shortcomings of suppliers and product shortages.
- 4.4 Vendor shall immediately inform S-P-A-C-E of any event of force majeure experienced by Vendor, while submitting relevant evidence of the existence of the event.

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5.1 APPLICABLE LAW AND COMPETENT COURT

All offers, orders and agreements as referred to in these Conditions will be governed by the law of the Netherlands. The Vienna Sales Convention does not apply. Any disputes will be settled by the competent court in Amsterdam, the Netherlands.

PURCHASE OF GOODS

6 GENERAL

- 6.1 In addition to Articles 1 to 5, the following provisions will apply if an agreement relates to the purchase of goods.
- 6.2 Unless otherwise agreed in writing, the goods must be delivered DDP to the address stated by S-P-A-C-E
- 6.3 Unless otherwise agreed in writing, title to the goods will pass to S-P-A-C-E at the

moment of delivery. The risk in the goods will pass upon delivery, unless S-P-A-C-E rejects the goods.

- 6.4 Vendor must execute the order on the agreed date of delivery. Agreed delivery times are of the essence.
- 6.5 Vendor must notify S-P-A-C-E promptly, in writing, of any and all circumstances that are expected to cause the agreed delivery term to be exceeded. Such notification does not release Vendor from its obligations with respect to the agreed delivery time or from its liability in that respect.
- 6.6 S-P-A-C-E is entitled to postpone delivery. In that event, the risk in the goods will not pass to S-P-A-C-E and Vendor will be obliged to store, conserve, secure and insure the goods properly packed, separated and identifiable, at its expense.

7 INSPECTION

- 7.1 S-P-A-C-E is at all times entitled to inspect the goods to be delivered or have those goods inspected, both during production, processing and storage, and after delivery, and Vendor is obliged to lend any assistance required by ...,staat in this respect. S-P-A-C-E's inspection or its decision to refrain from inspection prior to delivery will not qualify as delivery or acceptance of the goods to be delivered, nor will it affect Vendor's obligations vis-à-vis S-P-A-C-E in any other way.
- 7.2 Vendor shall allow S-P-A-C-E or third parties designated by S-P-A-C-E access to the production, processing or storage site or sites at S-P-A-C-E's first request. If the goods cannot be inspected due to a circumstance for which Vendor can be held responsible, Vendor will be liable for the loss thus caused.
- 7.3 If S-P-A-C-E rejects the goods, Vendor will be liable for any and all losses thus arising. Without prejudice to S-P-A-C-E's rights, Vendor must, at S-P-A-C-E's first request and within five (5) working days after the rejection/that same day or the following working day (in consultation), or so much earlier as S-P-A-C-E may require, ensure that the goods delivered are repaired or replaced. If Vendor fails to fulfil this obligation, S-P-A-C-E may purchase the required goods from a third party or take measures or have measures taken by third parties for Vendor's account and risk, without prejudice to S-P-A-C-E's other rights.
- 7.4 S-P-A-C-E is entitled to complain about visible defects for a period of 20 (twenty) working days after arrival of the goods at their final destination or any longer period allowed by law. S-P-A-C-E is entitled to complain about invisible defects for a period of 20 (twenty) working days after their discovery or any longer period allowed by the law. Acceptance of the delivered goods by S-P-A-C-E will be without prejudice to any and all claims of S-P-A-C-E against Vendor.

8 TRANSPORT AND PACKAGING

- 8.1 Vendor must pack the goods properly for shipment to the delivery address. S-P-A-C-E may return the transport packaging materials for Vendor's account at any time. Vendor shall collect all packaging materials used for the delivery or have the materials collected from S-P-A-C-Et at S-P-A-C-E's first request, without being entitled to charge any costs in this respect. Any processing or destruction of the packaging materials by Vendor will be at its expense and risk.
- 8.2 In offering the goods to be delivered for transport or in transporting them, Vendor shall comply with any and all applicable rules and regulations in all countries through which the goods to be delivered pass. Vendor shall furnish all information required and desired by S-P-A-C-E on the goods, including but not limited to any information regarding or required for their handling, import, custom clearance or taxation.
- 8.3 Apart from the delivery address, the product names and code numbers used by S-P-A-C-E with respect to the goods to be delivered must be stated on all accompanying consignment papers with respect to the goods. Failure to do so will entitle S-P-A-C-E to reject the goods.

9 GUARANTEE

- 9.1 Vendor guarantees that the delivered goods (including the packaging materials) are in conformity with the agreement. This means at any rate that the delivered goods will be suitable for the purpose for which S-P-A-C-E intends to use them, free of defects and meet all applicable statutory requirements. In so far as Vendor is unaware of that

purpose at the time of conclusion of the agreement, Vendor must obtain information on that purpose in writing from S-P-A-C-E in advance. Vendor furthermore guarantees that the delivered goods are in conformity with the agreed specifications and any approved samples, that they are free from rights of third parties and free from defects, including at any rate errors in the design, materials and manufacture, and comply with all applicable statutory rules and regulations, including the legal rules and regulations on quality, the environment, health and safety in the country of delivery and, in so far as is known to Vendor, the country of destination.

- 9.2 Unless otherwise agreed in writing, Vendor also guarantees that the goods will be delivered complete and ready for use. Vendor guarantees that components and spare parts of the delivered goods will be deliverable during the technical life of the delivered goods.
- 9.3 If the goods are not in conformity with the agreement, S-P-A-C-E may, at its discretion, require that the delivered goods be repaired or replaced, or that the missing part or defective parts be delivered, or that the purchase price will be reimbursed, without prejudice to S-P-A-C-E's other rights under these Conditions or under the law.
- 9.4 S-P-A-C-E may return or keep goods that are not in conformity with the agreement at Vendor's expense until Vendor has issued further instructions as to what should be done with the goods. Any costs incurred by S-P-A-C-E will be for Vendor's account. Storage of the goods will be for Vendor's account and risk. S-P-A-C-E may require Vendor to ensure that the defective goods are repaired at the location of the goods, without charging any additional costs.
- 9.5 Any of S-P-A-C-E's advice or statements regarding the goods to be delivered will not detract from Vendor's responsibility and liability to properly perform its obligations.