

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY of the NTS-GROUP

Article 1 Definitions and Applicability

Paragraph 1 In these Terms and Conditions of Sale and Delivery, the following terms and phrases are defined as follows:

NTS: the NTS-Group, comprised of NTS Holding B.V., NTS-Group B.V. and all of their Dutch or foreign subsidiaries.

The NTS-Group is the user of these Terms and Conditions of Delivery.

Buyer: NTS' contracting party.

Agreement: the whole of arrangements regarding the delivery of the moveable goods and/or services by NTS agreed between NTS and the Buyer.

Commission: a request from a Buyer to NTS for the delivery of moveable goods and/or services.

Parties: NTS and the Buyer.

Product: the moveable good or service to be supplied by NTS under these Terms and Conditions of Sale and Delivery, this being understood to include a design conceived, developed and/or made by NTS.

IP Rights: all intellectual and industrial property rights including, but not limited to, copyrights, trade name rights, plant breeders' rights, design rights, trademark rights and patent rights, and rights with regard to domain names.

Background: all knowledge, experience and other information to which a Party is entitled and which was not developed or created in the context of the Agreement, as well as any IP Rights acquired as a result of or vested on such knowledge, experience and other information. Such knowledge, experience and other information also includes tangible objects made mutually available by the Parties in the context of the Commission including, but not limited to, opto-mechatronic systems, modules and prototypes; production processes and other processes, working methods, know-how and/or computer software.

Foreground: all knowledge, experience and other information developed or created in the context of the Agreement, as well as any IP Rights acquired as a result of or vested on such knowledge, experience and other information. Such knowledge, experience and other information also includes tangible objects including, but not limited to, opto-mechatronic systems, modules and prototypes; production processes and other processes, working methods, know-how and/or computer software.

Paragraph 2 Unless agreed otherwise explicitly and in writing, these General Terms and Conditions of Sale and Delivery apply to all legal relationships in which NTS acts as the vendor and/or supplier of moveable goods and/or services.

Paragraph 3 Specific stipulations in agreements deviating from these General Terms and Conditions prevail over the provisions of these General Terms and Conditions of Delivery.

Paragraph 4 The applicability of the Buyer's general purchasing or other general terms and conditions is herewith explicitly excluded.

Paragraph 5 The invalidity or nullity of any provision of these General Terms and Conditions of Sale and Delivery will not affect the validity of the remaining provisions of these General Terms and Conditions of Sale and Delivery.

Article 2 Offers and Tenders

All Product information, offers and tenders made by NTS are obligation free and therefore not binding unless explicitly stated otherwise.

Sending offers, folders, price lists and the like does not obligate NTS to conclude an agreement.

Article 3 Creation and Amendment of Agreements

Paragraph 1 With the exception of the method of creating an Agreement as described below, an agreement is only created once NTS has accepted a Commission from the Buyer. Acceptance by NTS is proved if such is done in writing or if NTS has already commenced performance of the Commission. With regard to verbal assignments, NTS may request confirmation from the Buyer by fax or email.

Paragraph 2 In principle, NTS accepts a Buyer's commission by signing a written document in which the Commission is confirmed. Such a written document may be an agreement, a project plan or an order confirmation. A written order confirmation is deemed to correctly and completely reflect the Agreement. If NTS has provided a written order confirmation, the contents of which deviate from that requested by the

Buyer or the delivery period for which deviates from the delivery period desired by the Buyer, NTS must explicitly point out these deviations in the order confirmation or by separate letter. If the Buyer does not respond to this within eight days, the Buyer is deemed to have agreed to said deviations.

Paragraph 3 Agreements are concluded by NTS under the condition precedent that the Buyer's sufficient creditworthiness is evident from information to be gathered by NTS.

Paragraph 4 Based on mutual consultation, the Parties may amend the content of a concluded Agreement. An amendment of the Agreement is only binding for NTS once it has agreed to the amendment in writing.

Paragraph 5 For work for which no offer or order confirmation is sent based on their nature and scale, the invoice and/or delivery slip is likewise considered to be an order confirmation, which is also deemed to correctly and completely reflect the Agreement.

Article 4 Prices and Price Adjustments

Paragraph 1 Unless explicitly stated and agreed otherwise, the prices given are expressed in euros and exclusive of VAT, excise duties and packaging.

Paragraph 2 If, after the creation of an Agreement, a change occurs in the prices of materials or raw materials, in exchange rates, freight rates, import or export duties, taxes or other price-determinant factors for NTS, as a result of which NTS' cost price proves higher than at the time the Agreement was created, NTS is entitled to pass this increase in price on to the Buyer. This also applies if this increase was foreseeable but could not yet be precisely determined at the time that this Agreement was created.

Paragraph 3 In the event of an amendment to the Agreement implemented at the Buyer's request, NTS is entitled to charge any additional costs caused by the amendment to the Buyer.

Article 5 NTS Goods and Services

Paragraph 1 NTS develops, constructs and optimises opto-mechatronic systems, modules and components for buyers. NTS supplies buyers with various goods and services within the context of those business activities. NTS distinguishes between commissions from buyers pertaining to the development and optimisation of a system and/or module and commissions pertaining to the industrialisation, manufacture and/or assembly of a system and/or module that has already been developed.

Paragraph 2 A commission to develop or optimise a system and/or module is performed by NTS in phases. Each phase is concluded with the delivery of a predetermined product, comprising technical product documentation (TPD), an FEAMO, an FUMO, a PROTO, a pilot run or a system or module made in series.

The various phases will be defined by NTS in advance in a project plan that is issued to the Buyer.

Paragraph 3 A commission to optimise, manufacture or assemble a system, module or component is performed in a single phase, unless the Parties agree to performance in multiple phases. The performance ends with the delivery of a predetermined Product.

Paragraph 4 The Buyer must supply NTS with all information needed to enable NTS to correctly perform the Agreement, including the desired specifications, such that this information is understandable and complete. The Buyer shall consult with NTS as frequently as necessary regarding the progress of the activities. The Buyer shall provide NTS with feedback on NTS' performance to date, and thus shares responsibility for the final results delivered by NTS.

Paragraph 5 An Agreement between the Buyer and NTS pertaining to the development or optimisation of a system or module creates a best-efforts obligation for NTS, and not an obligation as to results, unless such is explicitly agreed. Despite the fact that NTS will devote every effort as a skilled professional to fulfil the Buyer's desires, NTS cannot guarantee that it will succeed in doing so.

Paragraph 6 An Agreement between a buyer and NTS regarding the construction of a specifically described system, module or component does create an obligation as to results for NTS, to wit the obligation to construct the system, the module or the component in accordance with the specifications agreed with the Buyer.

Paragraph 7 If NTS first develops a system or module for the Buyer so that the Buyer can subsequently put that which was developed by NTS into production, the above also applies. In that case as well, NTS only has a best-efforts obligation with regard to the development commission, and an obligation as to results with regard to the production of the Product developed that has been approved by the Buyer.

Article 6 Product Testing and Acceptance

Paragraph 1 If desired, the Parties may agree that the Product will be tested by NTS prior to acceptance by the Buyer in order to ascertain whether the Product meets the specifications as agreed. If the Parties agree to such a test, that test is performed at NTS' production site during normal work hours and in

accordance with the provisions of this article.

Paragraph 2 NTS shall inform the Buyer in good time of the time at which the test will be performed so that the Buyer can be represented at the test. The costs of the Buyer attending the test will be borne by the Buyer.

Paragraph 3 The Buyer shall make the necessary facilities, materials or samples thereof available in sufficient quantity, in good time and free of charge, so that the circumstances under which the Product is intended to be used can be simulated by NTS in the test to the extent possible.

Paragraph 4 If the test indicates that the Product does not meet the agreed specifications, NTS shall remedy the shortcomings as quickly as possible, after which a new test will be performed at the Buyer's request. The provisions of this paragraph do not apply to insignificant shortcomings indicated by the test.

Paragraph 5 Once the test indicates no shortcomings that significantly affect the intended use of the Product, the Product is deemed to have been accepted by the Buyer.

Article 7 Delivery

Paragraph 1 After conclusion of the activities by NTS as referred to in Article 5, paragraphs 2 and 3 of these General Terms and Conditions of Sale and Delivery, delivery of the agreed finished Product is effected. Partial deliveries are permitted in that respect. If the finished Product is to remain at the disposal of NTS in order to enable NTS to perform the agreed activities that are part of a subsequent phase or a new commission, delivery is effected by signing a deed of delivery. In all other cases, delivery is effected by the Buyer being given disposal of the Product and signing the milestone document used by NTS to indicate approval.

Paragraph 2 Unless agreed otherwise, delivery is made ex works (EXW).

Paragraph 3 If NTS undertakes at the Buyer's request to ship the Product to its destination, the risk transfers to the Buyer upon transfer of the Product to the first carrier, even if the transport documents indicate otherwise.

Article 8 Term of Delivery

Paragraph 1 NTS shall endeavour to deliver the Product desired by the Buyer to the Buyer within the term of delivery indicated. The agreed term of delivery is not a deadline; in case of untimely delivery the Buyer must notify NTS of default and provide it with a reasonable term for fulfilling its delivery obligation as yet.

Paragraph 2 The term of delivery indicated commences once: the Agreement has been concluded, all official formalities have been met, the payments due from the Buyer upon conclusion of the Agreement have been made, all agreed security has been provided by the Buyer and all other terms and conditions have been met.

Paragraph 3 With the exception of intent or gross negligence on the part of NTS, NTS is not liable for the consequences of exceeding the term of delivery indicated.

Article 9 Guarantee and Complaints

Paragraph 1 NTS bears responsibility as a skilled professional for correct performance of the Agreement and guarantees the soundness of the delivered Product. Should a Product delivered by NTS nevertheless fail to satisfy the Agreement, the Buyer must inform NTS of this as quickly as possible but no later than within fourteen days after the discovery of the fault or after the Buyer should reasonably have discovered the fault. If said notification is verbal, it must be immediately confirmed to NTS in writing (by letter, fax, email and/or bailiff's writ). This notification must contain a clear description of the Buyer's complaint.

Paragraph 2 If the delivered Product is faulty as a result of attributable non-performance by NTS of the Agreement with the Buyer, NTS shall repair or replace the delivered Product, with due observance of the provisions of these General Terms and Conditions. In order to determine whether NTS has failed to perform the Agreement, it must first be determined whether NTS has a best-efforts obligation or an obligation as to results within the meaning of Article 5 of these General Terms and Conditions of Sale and Delivery. If this is a best-efforts obligation and NTS has endeavoured in accordance with the Agreement to achieve the results desired by the Buyer, there is no non-performance, not even if NTS has not succeeded in achieving the intended results.

Paragraph 3 There is no entitlement to repair, replacement or damages (as replacement) if:

- the Buyer does not report the fault in writing within the term laid down in the first paragraph;
- the fault occurred at a point in time later than one year after delivery. If the extent of use

- of the Product is higher than agreed, this term is reduced proportionately;
- the fault is caused by normal wear and tear, overloading, improper use, lack of or incorrect maintenance of the Product by the Buyer or a third party;
- the fault is a result of manufacture, installation or assembly of, or changes or repairs on the Product by the Buyer itself or a third party engaged by the Buyer;
- the fault ensues from materials supplied or stipulated by the Buyer or from a design stipulated or specified by the Buyer. The restriction described in the previous sentence also applies if NTS itself made the design and the Buyer has approved this design and/or the Product manufactured based on that design. Approval is effected by explicit or tacit acceptance by the Buyer of a Product delivered by NTS to the Buyer in the shape of TPD, an FEAMO, an FUMO or a PROTO, a pilot run or a Product produced in series;

Paragraph 4 If the Buyer is entitled to repair or, if repair is impossible, to replacement of the Product, NTS shall bear responsibility for repair or replacement. NTS' responsibility for repair or replacement of a Product is limited. The costs to be incurred by NTS for repair or replacement will never amount to more than the net invoice value of the faulty Product delivered. If the net invoice value is more than the amount that will be paid out to NTS by any (professional) liability insurance, NTS' liability is furthermore limited to the coverage offered to NTS by the liability insurance. Additional costs related to repair or replacement of the Product, for example for disassembly, assembly and transport of the Product, shall be borne by the Buyer if the Product is located at a location other than the agreed delivery location. If, despite notification by the Buyer as referred to in paragraph 1 of this Article, no fault is found that is attributable to NTS, NTS is entitled to compensation of the costs incurred by it as a result of the notification and activities performed within that context.

Paragraph 5 The delivered Product is to be returned by the Buyer to NTS to the extent possible in order to give NTS an opportunity to investigate the delivered Product. Return of the delivered Product is subject to prior written consent from NTS.

Paragraph 6 If, on the basis of its investigation, NTS decides to replace the delivered Product, NTS shall provide the replacement as quickly as possible. The new Products are then delivered to the Buyer. The Buyer waives its proprietary rights on the replaced Products by accepting the new Products. The replaced Products become the property of NTS.

Paragraph 7 The Buyer shall take due care to conserve the delivered Product at all times.

Article 10 Liability

Paragraph 1 With due observance of the provisions of the previous and the present article, NTS is only liable for personal injury and material damage suffered by the Buyer if and to the extent that said injury or damage is the direct consequence of a failure attributable to NTS. NTS furthermore excludes any liability for damage ensuing indirectly from faults in the delivered Product, such as damage due to production losses, lost profits and other consequential damage. This restriction of liability does not apply in the event of intent or wilful recklessness on the part of NTS.

Paragraph 2 Irrespective of the grounds for this liability, NTS' liability is limited at all times to the net invoice value of the delivered Product. If the net invoice value is more than the amount that will be paid out to NTS by the liability insurance, NTS' liability is furthermore limited to the coverage offered to NTS by the liability insurance. The coverage of the liability insurance amounts to EUR 5,000,000.00 (in words: five million euros) per event with a maximum of EUR 10,000,000.00 (in words: ten million euros) per year.

Paragraph 3 The Buyer indemnifies NTS for all claims from third parties for damages they have suffered. In particular, the Buyer indemnifies NTS against all third-party claims on account of product liability resulting from a fault in a Product delivered by the Buyer to a third party that consisted entirely or partly of Products and/or materials delivered by NTS or a design made by NTS.

Article 11 Force Majeure

Paragraph 1 Each of the Parties is entitled to suspend the performance of the agreed obligations in so far as that performance is obstructed or made unreasonably onerous by fire, war, a natural disaster, a labour strike or other circumstances that are beyond the power of the Parties that cannot be attributed to them. Those circumstances also include the situation in which suppliers stipulated by the Buyer cannot deliver the goods or services necessary for manufacturing the Product or cannot do so in good time.

Paragraph 2 If the Buyer is incapable of performing the Agreement due to Force Majeure, the Buyer must immediately inform NTS accordingly.

Paragraph 3 Each of the Parties is entitled to terminate the Agreement by written notification (by registered

letter or bailiff's writ) if performance of the Agreement by the other Party, in the event of Force Majeure as described in paragraph 1 of this article, is suspended for a period of more than six months. If a Buyer exercises this right, NTS is entitled to charge the costs it has already incurred for the performance of the Agreement to the Buyer and the Buyer is obliged to pay those costs.

Article 12 Payment

Paragraph 1 Unless agreed otherwise, the purchase price is paid as a lump sum. If the Parties agree to payment in instalments, in principle the instalments to be determined will be invoiced at the following points in time:

- upon the conclusion the Agreement,
- upon the completion of the Product,
- upon delivery of the Product,
- and the remainder after delivery.

Paragraph 2 All payments to be made by the Buyer must be received by NTS within the term stated on the invoice. If the Parties have not made any deviating arrangements, the term of payment is 30 days after the invoice date.

Paragraph 3 Unless the Buyer authorises NTS to transfer the amounts due from the Buyer's bank account, the Buyer shall take responsibility for timely payment of the amounts due by transferring these to NTS' bank account. Except with explicit written consent from NTS, invoice cannot be paid in cash.

Paragraph 4 The Buyer may not settle amounts owed to NTS against any claim the Buyer might have against NTS.

Paragraph 5 NTS may desire security for payment of its payment obligations from the Buyer, for example in the shape of a pledge or a right of mortgage right on assets belonging to the Buyer. If the Buyer fails to make payment within the agreed term, the Buyer is in default ipso jure with no notification of default being required. From the moment that the Buyer is in default, the Buyer owes compensation for interest, equal to the statutory interest for each month or part thereof by which the due date is exceeded.

Paragraph 6 If the unpaid invoice is not paid in full on the due date, all judicial and extra judicial costs incurred for collection will be borne by the Buyer. The extra judicial costs amount to 15% of the unpaid amount due with a minimum of EUR 150.00.

Paragraph 7 In the event of non-payment, after notifying the Buyer NTS may suspend performance of its contractual obligations until NTS has received payment.

Paragraph 8 The Buyer irrevocably authorises NTS to pledge or assign NTS' existing and future claims against the Buyer to third parties as security.

Article 13 Retention of Title

Paragraph 1 The title to all moveable goods and/or services delivered to the Buyer by NTS at any time only passes to the Buyer once the Buyer has met all of the following obligations from all agreements concluded and/or to be concluded with NTS:

- the performance in exchange for the moveable goods delivered or to be delivered by NTS;
- the performance in exchange for the services delivered or to be delivered by NTS;
- any claims due to failure to perform such agreements, including compensation of damage, interest and costs.

Paragraph 2 If the Buyer fails to meet its payment obligations, NTS is entitled to collect its property or to have such collected. Costs related to the collection of its property by NTS will be borne by the Buyer.

Article 14 Termination by NTS

In the event of non-payment of any exigible amount, of unjustified suspension of payments, of an application for suspension of payment, of bankruptcy or of dissolution of the Buyer's enterprise and/or legal entity, NTS is entitled to terminate the Agreement or that part of which that has not yet been performed, with no judicial intervention being required, and to claim return of the items not yet paid, with no prejudice to its entitlement to compensation of all damages incurred or to be incurred by NTS as a result of such. In such cases, every claim that NTS has against the Buyer then becomes immediately exigible in full.

Article 15 IP Rights Background¹

Paragraph 1 All rights owned or obtained by the Buyer with regard to its Background remain vested in the Buyer. All rights owned or obtained by NTS with regard to its Background will remain vested in NTS. Determinant for the scope of the Buyer's Background is the written documentation provided to NTS by the Buyer prior to the Commission and with regard to which NTS has acknowledged in writing that said Background was not yet part of its Background.

Paragraph 2 The Buyer shall indemnify NTS in the event that a third party charges NTS with liability due to infringement of third-party IP rights as a result of the performance of the Commission from the Buyer.

Article 16 To whom accrue what rights with regard to Foreground?²

Paragraph 1 All rights with regard to Foreground accrue to NTS, unless provided otherwise in the General Terms and Conditions or explicitly agreed otherwise with the Buyer in writing. In the latter case, the specific terms and conditions under which said rights will be transferred to Buyer will also be laid down in that provision. NTS reserves the right to use the know-how obtained by NTS in its business operations and in the performance of future commissions from the Buyer or third parties at all times, therefore even after the transfer of IP rights.

Paragraph 2 The IP Rights, or the exclusive right to establish such rights, with regard to opto-mechatronic systems and modules and prototypes developed by NTS; production processes and other processes, working methods, know-how and/or computer software, whether or not directly intended by the commission, accrue in full to NTS, unless provided otherwise by Agreement (which will also lay down the specific terms and conditions under which the right will transfer to the Buyer). NTS reserves the right to use the know-how obtained by NTS in its business operations and in the performance of future commissions from the Buyer or third parties at all times, therefore even after the transfer of IP rights.

Paragraph 3 Supplementary to the provisions of Article 16 (1), the copyrights with regard to an explanation of a product, technical information and drawings needed by the Buyer for use and maintenance of the product always accrue in full to NTS. NTS is not obliged to provide production drawings of the product or of spare parts.

Article 17 How may the Foreground be protected?

Paragraph 1 If the Buyer or NTS suspects that the Foreground or parts of it can be protected by performing an additional action, for example patenting, the Buyer and NTS shall inform one another in that regard. In that event, NTS has the excluding and exclusive right to protect that Foreground by means of an additional action, for example patenting. In the event of protection of the Foreground or parts of it, the Buyer shall provide NTS with all cooperation reasonably required to establish the right by performing an additional action, for example patenting.

Paragraph 2 If the Buyer becomes aware of an infringement of IP rights with regard to the Foreground belonging to NTS, the Buyer shall inform NTS accordingly as quickly as possible.

Article 18 How may the Background be used?

Paragraph 1 NTS does not acquire the right to use the Buyer's Background other than and only in so far as necessary to perform the Commission. Determinant for the scope of the Background is the written documentation provided to NTS by the Buyer prior to the Commission and with regard to which NTS has acknowledged in writing that said Background was not yet part of its knowledge.

Paragraph 2 The Buyer does not acquire the right to use NTS' Background. Use of NTS' Background – even if it is part of the outcome of the Commission - requires explicit, prior and written consent. Said consent will not be given as long as the Buyer has not met all of its payment obligations as described in Article 13 (1) of these General Terms and Conditions. Such consent may be subject to conditions.

Article 19 How may the Foreground be used?

Paragraph 1 The Buyer acquires the right to use the Foreground accruing to NTS ensuing as a result of the Commission and embodied in the product with the exception of the restrictions laid down in Article 19 (2). NTS will be permitted at all times to continue to use the Foreground and Background for the benefit of third parties or have such third parties use it.

¹ The word "rights" in Articles 15 and 16 is understood to mean: the right of ownership with regard to goods, and the fullest right possible with regard to proprietary rights (such as IP rights). This, as opposed to any rights of use that might ensue from Articles 18 and 19.

²See footnote 1.

Paragraph 2 The Buyer acquires the right referred to at 19.1 to use the Foreground accruing to NTS only to the extent that said Foreground ensued as a result of the Commission and to the extent that said Foreground is embodied in the Product and use of the Foreground is also necessary for genuine use of the Product for the purpose described in the Commission and also limited to the specific sector described in the Commission. The Buyer is prohibited from further developing NTS' Foreground referred to in this article or to procure such, with due observance of the restrictions.

Paragraph 3 NTS will not investigate the existence of third-party IP Rights to the Foreground unless explicitly stated otherwise in the offer. In addition to the rights referred to in Articles 16, 17 and 18, NTS acquires the right to always make free use of the knowledge and experience gained by NTS in the performance of the Commission on its own behalf, for the benefit of third parties, or have third parties do so.

Article 20 Confidentiality

Paragraph 1 The Buyer shall treat the information made available to it as confidential and keep it secret, and consequently shall not make it known or available to third parties without the consent from the other Party, to the extent that this does not involve any Background accruing to the Buyer.

Paragraph 2 NTS shall treat Background accruing to the Buyer (determinant for the scope of the Buyer's Background is the written documentation provided to NTS by the Buyer prior to the Commission with regard to the Commission and which NTS has acknowledged in writing that said Background was not yet part of its knowledge) as confidential and keep it secret and consequently shall not make it known or available to third parties without the other Party's consent.

Article 21 Applicable law

Paragraph 1 All offers, agreements and their performance are exclusively governed by the law of the Netherlands.

Paragraph 2 The applicability of the Vienna Sales Convention is expressly excluded.

Article 22 Translations

If there are translations of these Terms and Conditions, only the Dutch version is determinant for the interpretation and/or explanation of these Terms and Conditions.

Article 23 Incoterms

The most recent version of the Incoterms compiled by the International Chamber of Commerce applies to the explanation of international commercial terms.

Article 24 Disputes

Paragraph 1 All disputes, including those deemed as such by one Party only, ensuing from or related to the Agreement to which these terms and conditions apply or from the terms and conditions themselves and the interpretation thereof, or from the performance of the Agreement concluded between the Parties, of either a factual or legal nature, will be decided by the Dutch civil court in the jurisdiction in which NTS' registered office is located, to the extent permitted by the statutory provisions.

Paragraph 2 The provisions of the previous paragraph do not prejudice NTS' right to submit the dispute to the civil court that is competent according to the statutory rules of competence.

Article 25 Filing

After their adoption, these General Terms and Conditions of Delivery were filed with the Chamber of Commerce and Industry for Brabant in Eindhoven, the Netherlands.

Eindhoven, January 2013