

**B. GENERAL DELIVERY CONDITIONS
FOR CUSTOMIZED BATTERIES**
of the private company Intercel Electrification B.V.

1. General

- a. These conditions are applicable to all agreements to be established by Intercel Electrification B.V. hereinafter to be referred to as Intercel, and all tenders made by Intercel, such with the exclusion of conditions established by clients or others upon their own letterheads, order or delivery forms, invoices, etc. Simply by the issue of an order, the purchaser accepts these conditions.
- b. These conditions only apply to the delivery of customized batteries.
- c. "Client" shall in these conditions be understood to mean every (legal) person who shall have established or shall wish to establish an agreement with Intercel.
- d. Deviations from and/or supplements to these conditions are only possible per transaction in such case as such shall have been specifically agreed in writing.

2. Tenders

- a. All of our tenders and oral promises in any form whatsoever are non-binding, unless such shall have been specifically confirmed in writing.
- b. Information provided by Intercel in illustrations, catalogs, drawings, diagrams, or in any other manner concerning
- c. dimensions, capacities, weight, performance, results or other information are done as precisely as possible, yet they do not bind Intercel.
- d. In such case as Intercel shall furnish foundation or system drawings, then these serve merely for purposes of orientation. Such drawings are not normative for static or dynamic calculations and do not bind Intercel in any form.
- e. The client has the obligation to ensure that the specified documents and data not be duplicated in any form whatsoever, not be made available to third parties, nor the contents thereof be made known to third parties, unless specifically agreed to the contrary and confirmed, in writing.

3. Prices and costs

- a. The prices specified by Intercel are non-binding and are contingent upon price changes on the part of our suppliers, currency and rate changes and/or other factors which are price-determining. Intercel is authorized to charge to the client price increases, even such as may occur after order confirmation but prior to the delivery of goods.
- b. The prices apply, unless otherwise agreed, ex our warehouse, and are inclusive of insurance costs, but exclusive of freight costs.
- c. In such case as the fulfilment of the order shall be delayed on the basis of the absence of data or instructions or other causes which are the responsibility of the client, such as the absence of agreed-upon down payments, etc., then our prices shall be increased by the thus resulting costs, this to include loss of interest, etc., which shall thus have been incurred by Intercel.
- d. The costs in relation to registered C.O.D. and express shipments or deliveries of a minimal size shall be charged by Intercel to the client.

4. Establishment of agreement

- a. Agreements concerning the delivery of goods and/or services are only binding to Intercel by means of, and after, a written confirmation on our part. Unless Intercel shall have received, within 8 working days subsequent to the date of the confirmation, written objection, then the agreement shall be considered to have been established on the date of our written confirmation of order. The same applies with regard to the coming into effect of supplements, changes or further specifications with regard to agreements established earlier.
- b. All agreements are established under the condition precedent that the creditworthiness of the client is satisfactorily demonstrated to Intercel.

5. Delivery times

- a. The by Intercel provided delivery times – being a range of a week in which delivery may take place - apply only as estimates. Unless specifically otherwise agreed in writing, Intercel do not provide any guarantee whatsoever with respect to the delivery times, nor does non-timely delivery give the client any right to dissolution of the agreement, nor with regard to a refusal to receive goods c.q. to pay for the goods and/or services, nor with regard to any compensation for damages.
- b. Intercel retains at all times its right to deliver C.O.D., against prepayment, or against cash payment, should this in its opinion be desirable or necessary.

6. Force majeure

- a. Intercel accepts no liability whatsoever in such case as Intercel on the basis of force majeure shall be unable to deliver goods. Without prejudice to that specified in article 75 Book 6 CC, considered as force majeure shall be circumstances outside the realm of its will and influence which are of such a nature that a fulfillment of the agreement cannot reasonably be demanded of Intercel.
- b. In a situation of force majeure, Intercel is authorized to opt at its discretion, without any requirement for judicial intervention, for either suspension in the fulfillment of an agreement until the force majeure situation shall have been terminated, or else cancellation of the agreement, for insofar as this shall have been effected by the force majeure.
- c. Intercel is obligated to inform the client in writing within one month after a force majeure situation becomes known to Intercel, with regard to such situation, and to inform the client of its choice, as referred to in b. In case of continuing force majeure, Intercel can have an original suspension changed into a cancellation of an agreement. Intercel is in no case whatsoever liable toward the client with regard to possible loss of profit, losses or other damages resulting from force majeure on its part.
- d. Intercel is authorized to proportionately invoice that already delivered up to the time of a force majeure situation to the client.
- e. In case of a suspension of fulfillment of an order by more than 60 working days, client is similarly authorized to terminate the agreement, after he shall have granted Intercel, in writing, a reasonable period of time, without the payment of any type of compensation for damages or fines to the client.

7. Transport and insurance

- a. Unless specifically agreed to the contrary, Intercel shall determine the manner of transport. Such transport is directly the responsibility of Intercel of goods being transported in the Netherlands and shall be insured by Intercel against loss, damage or theft during transport.
- b. The client shall bear the risk referred to under 7a. commencing at such time as the ordered goods shall have been delivered to the client c.q. to an address supplied by the client.

8. Service

- a. The number of free days of instruction and/or service calls shall be specified by Intercel in the order confirmation.
- b. In such case as the client wishes to keep one or more mechanics, subsequent to the commissioning and the number of agreed-upon days of instruction, in employment for a period of time longer than the number of days specified in sub a of this article, for purposes of monitoring or instruction, or shall at a later time request one or more mechanics for the inspection of goods or for instruction, then their wage, travel, and accommodations costs shall be invoiced by Intercel to the client.

9. Guarantee

Intercel only extends a guarantee as further set out in the applicable Cellpower warranty terms and in case of compliance with the instructions for use provided by Intercel as attached to the Order confirmation

10. Claims

- a. Defects can only be claimed by means of a complaint and in line with the applicable Cellpower warranty terms.
- b. Claims will only be accepted by Intercel if they are directly presented in writing to Intercel, and are in the possession of GSE within 8 working days subsequent to receipt of the goods, such under penalty of loss of rights.
- c. Subsequent to a partial or entire processing or mixing of the goods, claims are no longer possible. Claims with regard to minimal deviations in quality, size, weight, etc., which are usual in the industry, or are technically unpreventable, shall not be accepted.
- d. In such case as a claim shall be accepted as being well-founded by Intercel, Intercel may at its choice and with the exemption of all rights to damage compensation on the part of the client, withdraw from re-delivery and credit the value of the goods, or else allow the goods to be improved or replaced without charge.
- e. Claims at no time give the client the right to refuse to make payment, to suspend payment or to subtract discounts from the amounts owed.

11. Returns

- a. Return shipments of goods can take place only subsequent to specific written permission from Intercel and at the expense and risk of the client.
- b. In case of return shipments, the client must take into consideration the current legal specifications concerning manner of transport and proper packaging.
- c. The granting of permission to return the goods does not mean that Intercel recognizes a possible claim, nor can any rights to damages compensation be derived here from.

12. Payment conditions

- a. Unless otherwise agreed in writing to the contrary, payment must take place within 30 days subsequent to date of invoice.
- b. Should payment not have taken place by the agreed-upon deadline of payment, then Intercel has the right to suspend the fulfillment of its obligations until such time as the client shall have fulfilled all of his obligations stemming from the present order or from other agreements, or shall at least have presented security to the satisfaction of Intercel that this shall take place.
- c. In addition, in the case of failure to pay within the agreed-upon period, the client shall be in default simply by the passage of that time, without the need for any specific placement in default.
- d. In addition, a delay interest is owed equal to 4% above the current promissory discount of the Nederlandse Bank, of the invoice sum commencing upon the moment of default.
- e. Intercel has the right, in the absence of timely payment, to take measures for the collection of payments by way of the hiring of third parties.
- f. All costs of collection, this to include the complete costs of legal assistance, both judicial as well as extrajudicial, provided by any party whatsoever, are at the expense of the client. As proof of the indebtedness of the costs a presentation of the invoice prepared by the relevant consultant is sufficient.
- g. In every case, as compensation with regard to extrajudicial costs, at all times and without the need for further proof, a charge will be made and be owed by the client of 15% of the main owed sum.
- h. In addition the client, in the absence of timely payment, shall owe an immediately collectable penalty of 5% of the main sum owed.
- i. The right of client to adjust any possible claims which he may have toward Intercel is specifically excluded.

13. Proprietary rights

- a. Without prejudice to that specified in these conditions, any goods delivered by Intercel at any time, which fall within the context of article 92 book 3 CC, until the moment of payment of all claims of Intercel toward the client, on any basis whatsoever and irrespective of their ability to be collected, this to include interest and costs, shall remain the property of Intercel. The client is not authorized, prior to complete payment, to alienate such goods to third parties, or to transfer their ownership, unless the client as reseller shall in so doing be carrying out a business in which the sale of that delivered is the objective, in which case the client is authorized to do so.
- b. In such case as the client shall not promptly fulfill his payment obligations, if he shall be in suspension of payment or threaten to be, if he is declared in a state of bankruptcy, or if he shall resort to liquidation of his business, then Intercel is authorized to cancel agreements existing at that moment, entirely or to the extent as such shall not yet have been carried out, to view not yet due claims as being immediately claimable, and to demand that the delivered goods be returned, without prejudice to the right of Intercel to claim compensation for damages.
- c. The client is obligated, in such case as Intercel shall deem it necessary to take recourse to its proprietary rights, to return all delivered goods at the first request, against receipt, and to lend all necessary cooperation, and to provide information as well as to grant access to storage rooms and such.

14. Commissions and resale

The client is not permitted to promise to others than his own personnel commissions, premiums or prizes in any form whatsoever for the sale or mediation in the sale of the goods delivered by Intercel.

15. Publication of prices

- a. The publication of sales prices of goods delivered by Intercel in advertisements or by means of other publications may take place solely by the simple statement of the sales price in a single monetary amount.
- b. The statement or suggestion of discounts or reductions or of advantageous offers other than by the simple statement of the sales price in a monetary amount, the making of price comparisons etc. in publications, is not permitted.
- c. In such case as prices shall be published, then each article delivered by Intercel must be available separately to each consumer at the price published as being applicable.

16. Liability

- a. Intercel is at no time liable for direct and/or indirect damages suffered as a result of delayed, faulty or improper delivery or defects in or of the delivered goods/services.
- b. In such case as client shall provide assistance at the assembly of the delivered goods or the provision of services, without this being specified in the order, then this shall take place at the risk of the client.
- c. Client indemnifies Intercel and its employees against claims from third parties with regard to damage which is caused by the use of products delivered by Intercel
- d. The liability of Intercel shall never exceed the net value of the relevant order.

17. Advertising materials

Advertising materials made available by Intercel remain the property of Intercel. Intercel can at all times demand return of the materials which it shall have made available.

18. Packaging at resale

New articles delivered by Intercel may only be resold in their original sale packaging.

19. Default by the client

In such case as the client shall not properly, or not in a timely manner, fulfil any obligations based upon the agreement, as well as in case of bankruptcy, suspension of payments or liquidation of his company, he shall be viewed as being legally in default, and Intercel shall have the right, without any requirement for placement in default, and without the need for legal intervention, to suspend the fulfillment of all agreements established with the client, or to partially or entirely dissolve these or declare them to be dissolved, without Intercel being held to any compensation for damages, and without prejudice to its right to demand compensation for damages on the basis of default.

20. Conflict

If there is any inconsistency between any of the provisions of any agreement established under these conditions the provisions of the relevant document shall prevail to the extent of the inconsistency in the following order:

1. Order confirmation
2. Specific joint conditions (if any)
3. These general delivery conditions
4. The applicable warranty terms
5. The instructions for use provided by Intercel as attached to the Order confirmation
6. The framework agreement

21. Applicable law

- e. The laws of the Netherlands have sole jurisdiction over the agreements specified herein.
- f. The Dutch version of these general terms and conditions is binding upon all parties and will take precedence over any other translated version.

22. Disputes

All disputes stemming from the agreements established under these conditions, and the agreements which are a result of these, shall - unless the Cantonal Court shall be authorized with regard to such a dispute - be solely under the jurisdiction of the authorized Court at Amsterdam, this with the inclusion of proceedings for the establishment of temporary provisions.

23. Final stipulation

In such case as one or more specifications of these conditions shall be or come to be in conflict with the specifications established or to be established by a government body authorized thereto, then those latter specifications shall be considered as having taken the place of the specifications contained in these conditions.

The conditions at hand were deposited under number 71571 at the Chamber of Commerce and Industry at Haarlem.