

GENERAL TERMS AND CONDITIONS OF PURCHASE of E-TRACTION EUROPE B.V., A PRIVATE LIMITED LIABILITY COMPANY HAVING ITS REGISTERED OFFICE IN APELDOORN

1) Definitions

In these Terms and Conditions of Purchase the terms listed below have the following meaning:

e-Traction: e-Traction Europe B.V. and /or companies affiliated with it;

Supplier: a party that supplies goods to e-Traction, performs services and/or works for it or has agreed with e-Traction to do so, or a party to which e-Traction has granted another kind of assignment;

Agreement: any and all agreements between e-Traction and a Supplier with respect to the purchase of goods by e-Traction, amongst which the Product Specific Agreement and Framework Agreement, and/or the performance of work and provision of services by Supplier, in addition to any and all acts (including legal acts) that are related to the foregoing;

Delivery: the Supplier actually places the Goods at the disposal of e-Traction at the agreed time, place and on the agreed terms.

Goods: Equipment, Software, documents, other goods or materials and results that are subject of the Delivery or the results of Services.

Sites: e-Traction's sites.

2) Precedence

- a) In the event of a conflict between the terms of the Purchase Order, the Product Specific Agreement, Framework Agreement, General Terms and Conditions of Purchase (GTCP), the following order of precedence shall be observed;
 - 1) The Purchase Order;
 - 2) The Product Specific Agreement;
 - 3) The Framework Agreement;
 - 4) The General Terms and Conditions of Purchase;
- b) Despite the above mentioned order of precedence, the Supplier is obligated to verify the Purchase Order and all other possible documents upon receipt thereof and inform the Purchaser regarding possible conflicts between documents. In the event of a conflict between the provisions in the other documents regarding the Purchase Order, the provisions of the most recent document shall prevail.

3) Applicability

- a) These GTCP shall apply to and form an inextricable part of any and all applications, offers, quotations, assignments, purchase orders, order confirmations, agreements and other legal acts and instances of acceptance by e-Traction Europe B.V., hereafter referred to as e-Traction, as well as all contracts with e-Traction, including the performance of work and/or services. The other party shall hereinafter be referred to as 'the Supplier'.
- b) Other conditions or stipulations shall only be valid in explicit terms if agreed upon in writing by the Supplier and e-Traction and shall apply only to the contract for which they are made; otherwise these GTCP shall remain in force.

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- c) Once the Supplier has concluded a contract with e-Traction on the basis of these GTCP or if he is or may reasonably be expected to be familiar with the same in another manner, these GTCP shall therefore be applicable to any subsequent contract to be concluded with e-Traction, even if, upon conclusion of the relevant contract, these GTCP are not expressly referred to or expressly declared applicable.
- d) e-Traction expressly rejects the applicability of any general terms and conditions or stipulations of the Supplier.

4) Conclusion

- a) Offers and quotations etc. that originate from Supplier are irrevocable unless it unequivocally appears from the offer, quotation, etc. that it is free of engagement.
- b) An agreement will be concluded between e-Traction and Supplier only if e-Traction has explicitly accepted an assignment, offer or quotation from Supplier in writing or has sent a written confirmation in that respect. In these GTCP, 'written' or 'in writing' is taken to mean any form of communication via post, e-mail or other form of electronic data traffic.
- c) Supplier must provide or confirm any and all notifications with respect to the Agreement in writing, stating Suppliers full company name, the order number, the total price for the deliveries and the destination as indicated in the order in question. An oral order or assignment will not be binding on e-Traction, except insofar as e-Traction has confirmed the oral order or assignment in writing.
- d) Any and all costs related to drawing up an offer or quotation etc. will be paid by Supplier.

5) Price and Payment

- a) The price is fixed and is in Euro's, excluding VAT, and includes all direct and/or indirect additional costs such as transport to the delivery address indicated by e-Traction, packaging or levies imposed by third parties or otherwise.
- b) Payment by e-Traction of the price only takes place on the basis of an invoice which is comprehensible, clearly legible and thoroughly itemized by the Supplier. Any invoices that are not in compliance with the foregoing requirements will not be handled and will be returned to Supplier.
- c) On condition that the invoice received fulfils the provisions of article 5b, e-Traction shall pay the invoice within forty five (45) days after it has received the aforementioned invoice, and where necessary has tested and/or inspected the goods or services supplied and verified that the delivery have been performed to its satisfaction.
- d) In the event that Supplier fails to comply with any obligation pursuant to the Agreement or these GTCP, or fails to do so in full, e-Traction will be entitled to suspend the payment obligation towards Supplier.
- e) e-Traction is entitled at all times to set off Suppliers claims against claims that it has against Supplier, on any grounds whatsoever.
- f) Payment made by e-Traction does not imply any waiver of rights whatsoever.

6) Delivery

- a) Goods must be delivered in the manner and at the place and time indicated in the Agreement, order, assignment or as stipulated in these GTCP, i.e. in accordance with the valid Incoterm Delivery Duty Paid (DDP excluding VAT). In the event that no agreements have been made in that respect, delivery must be made at the Sites. Delivery is also taken to include the delivery of any and all related ancillary materials and any and all related documentation.
- b) Deliveries in parts will be permitted only if Supplier has received written permission to do so from e-Traction. If permission has been granted to deliver in parts, 'delivery' will also be taken to mean partial delivery for the purposes of the application of this article (6).
- c) The Goods and all required or necessary documentation shall be completed and delivered at the time(s) specified in Product Specific Agreement and/or Framework Agreement, and otherwise in accordance with the Purchase Order.
- d) Supplier will be in default if it exceeds an agreed term in respect of all or part of the delivery.

- e) A deviation in quantity is only accepted if this has been explicitly agreed upon in writing by both parties.
- f) Supplier will be obliged, if so requested by e-Traction, to draw up a manufacturing schedule or a progress schedule with respect to the goods to be delivered by the supplier and to send it to e-Traction on a periodic basis.
- g) If Supplier is of the opinion that it will not be able to comply with its obligations (including the obligation to deliver) or will not be able to do so properly and in timely manner, it must immediately notify e-Traction.
- h) The delivery will be deemed to have been completed at the time at which delivery of the goods has been accepted by or on behalf of e-Traction.

7) Ownership and risk

- a) The ownership and risk in respect of goods will be transferred from Supplier to e-Traction at the time at which the goods have arrived at the Sites or at the time of their arrival at the storage or assembly site of e-Traction unless e-Traction rejects the goods during or after delivery on the ground of inspection.
- b) Supplier guarantees that e-Traction will obtain the unencumbered ownership of those goods.
- c) Supplier hereby waives any and all rights and powers vested in it on the grounds of a right of retention or a right of recovery, with respect to the goods that are delivered.

8) Packaging

- a) Supplier will package the goods with due observance of the requirements stipulated under or by virtue of the applicable laws, regulations and conventions and in a manner that is appropriate for the goods in question, so that they reach their destination undamaged and in good condition. Supplier is liable for any damage that is caused by insufficient or inadequate packaging.
- b) Supplier must include a packing list in every delivery, indicating:
 - a. e-Traction's Full order number.
 - b. For each item, the item number, quantity and description; and
 - c. e-Traction's article number, if indicated.
 - d. Weight and lifting regulations, if applicable.
- c) Supplier must take back packing materials, including returnable and lent packaging materials, at its own risk and expense, immediately upon request by e-Traction.

9) Intellectual and industrial property rights.

- a) e-Traction has unlimited, free and undisturbed use of all performances delivered by the Supplier.
- b) The Supplier guarantees that the goods it provides and/or services it uses do not cause infringement of any patent, brand, copyright or other intellectual or industrial property right of any third party.
- c) The intellectual and industrial property rights of all materials and Goods made available by e-Traction to the Supplier in relation to the performance of the Contracts rests with e-Traction.
- d) If the goods will be the subject of claims by third parties regarding the breach of Intellectual Property rights then the supplier, at its own expense, shall either obtain the right to continue the use of the Goods or replace the Goods or alter them in such a manner that the breach is terminated. Replacement or alteration of the Goods shall never result in diminishing the functionality or use for e-Traction.

10) Performance of work /services.

- a) The work must be performed and the services must be provided in the manner indicated in the Agreement, Purchase Order, assignment or these GTCP.
- b) Supplier's processing or treatment of the parts and/or components and of goods that have been made available by e-Traction or by third parties, will be deemed to take place on behalf of e-Traction.

- c) Supplier will be obliged to immediately notify e-Traction in the event that Supplier is of the opinion that the nature and/or scope of work must be changed and that that change would lead to circumstances that would increase / decrease the costs. e-Traction will not be obliged to pay any price increase in the event that Supplier has failed to comply with its obligation to warn within the meaning of this subsection.
- d) Any additional work and/or other deviations from the assignment that e-Traction has granted to Supplier will be performed, even if it relates to a cutback or improvement, only after Supplier has been instructed to do so in writing by an authorised representative of e-Traction.
- e) Supplier must submit a separate offer at a fixed price for any supplemental work that e-Traction has requested Supplier to perform before or during the performance of work and/or provision of services.

11) Inspection

- a) At all times e-Traction will be entitled to have the Goods that have been delivered and/or the Goods that will be delivered in the future subjected to an interim or final inspection, among other things with respect to:
 - a. the quality and the correct application of the materials used; and/or
 - b. the performance and progress in the factories and workplaces of Supplier and/or the second-line suppliers, subcontractors and/or other third parties engaged by Supplier.
- b) e-Traction will also be entitled to perform an interim inspection or final inspection (or to have such an inspection performed) to determine whether a work or services that have been or will be provided, and/or work that has been or will be performed, have been and/or will be provided and/or performed in accordance with the Agreement and these GTCP.
- c) Supplier will be obliged to fully cooperate with the interim and/or final inspections referred to in subsections (a) and (b) of this Article (11).
- d) Supplier undertakes to ensure that e-Traction, or third parties that it engages, have access during working hours to the Supplier's factories and workplaces and to those of its second-line suppliers, subcontractors and/or other third parties engaged by Supplier. Supplier will be obliged to provide e-Traction or the third parties that e-Traction engages with any and all information related to the Agreement that they request, and to cooperate with them in any way requested, so that they can perform their duties properly.
- e) e-Traction and the third parties that it engages will be entitled to provide tested goods with marks, and they are authorised to reject them definitively or in the interim. A reason for a definitive or interim rejection could include, but is not limited to, the detection that the agreed requirements have not been complied with or that goods have been treated in order to hide and/or repair errors or defects.
- f) In the event that materials and parts are inspected in the factories or workplaces of Supplier, second-line suppliers, subcontractors and/or other third parties engaged by Supplier, the costs of the inspection will be paid by Supplier. The costs of third parties that e-Traction engages will be paid by e-Traction. The costs related to any repeat inspection will be paid by Supplier in their entirety, unless Supplier has demonstrated that they are the result of a rejection that was caused by e-Traction.
- g) e-Traction will notify Supplier in the event of an interim or definitive rejection, and e-Traction will decide whether Supplier:
 - a. must repair or replace the goods that have been rejected, or supplement whatever is missing, within a term to be stipulated by e-Traction until the agreed requirements have been met; and/or
 - b. perform the work and/or provide the services so that it/they are in accordance with the Agreement and/or these General Terms and Conditions of Purchase within a term to be stipulated by e-Traction,unless e-Traction prefers to dissolve the Agreement in accordance with the provisions contained in Article 17 of these GTCP, the foregoing is without prejudice to e-Traction's other rights on the ground of a breach (including the right to claim compensation). Any and all costs incurred in connection with this subsection (g) (including the costs related to repair and disassembly work) will be paid by Supplier.

- h) Insofar as Supplier fails to comply with its obligations in accordance with the preceding subsection (g), e-Traction will be entitled to perform the acts referred to in that subsection (or to have them performed) at Supplier's risk and expense. e-Traction will notify Supplier in that respect.
- i) In the event of an interim or definitive rejection, Supplier grants e-Traction the right to use the goods that have been rejected until the agreed requirements have been met. The use of rejected goods by e-Traction does not in any way imply a waiver of any rights that vest in e-Traction in connection with the rejection.
- j) Supplier will not be entitled to derive any right whatsoever from the results of an inspection or investigation within the meaning of subsections (a) or (b) of this Article (11) or a failure to perform such an inspection or investigation.
- k) Under no circumstances is e-Traction bound by any term stipulated by Supplier within which e-Traction must give notice that the delivered goods are rejected or within which e-Traction must submit a complaint.
- l) Any notification from e-Traction or a third party that it has engaged, in whatever form it has been communicated, either to Supplier or to any second-line suppliers, subcontractors and/or other third parties, will not in any way relieve Supplier from its liability to comply with its obligation as agreed by the parties.

12) Guarantee

- a) Supplier guarantees that the Goods to be delivered or the work to be carried out or the services to be provided and/or the work to be performed will be in accordance with the Agreement and these GTCP. This guarantee in any event comprises the guarantee that:
 - a. the Goods that have been/will be delivered are in compliance with the highest requirements that can be stipulated in accordance with the state of the art at the time at which they are manufactured, and the goods must also be manufactured using materials that are the most suitable for the purpose for which the Goods are intended. Insofar as particular requirements have been stipulated in the Agreement or in the drawings or other information (such as standards) that e-Traction has provided, such requirements will have priority;
 - b. parts or components that must be the same in accordance with the drawings or designs submitted by e-Traction must actually be interchangeable. For any and all parts or components that can be replaced, the mating surfaces must be finished in accordance with tolerance sizes. These tolerance sizes will be indicated in the drawings;
 - c. the Goods will be delivered complete and ready for use, and will be suitable;
 - d. all the parts will be included in the delivery, including any parts that are not explicitly referred to in the Agreement but that are required for proper operations, including the customary security measures, special equipment, etc.;
 - e. the delivered Goods will have the characteristics that have been promised;
 - f. the delivered Goods will be new and free of any defects and rights of third parties;
 - g. the delivered Goods will be provided with a mark from the manufacturer or from the party that has placed the Goods on the market;
 - h. the delivered Goods will be provided with and accompanied by any and all information and instructions that are needed to use them properly and safely;
 - i. the delivered Goods will be provided with and accompanied by any and all documentation requested by e-Traction, regardless of whether e-Traction has requested such documentation before, during or after the Agreement has been concluded;
 - j. for a period of five years Supplier will provide support with respect to the use of any software that is supplied together with the Goods in order to ensure that functional requirements remain to be met. That term will commence at the time at which the software is delivered;
 - k. the delivered Goods, a work, services and/or work activities will be suitable for the purpose for which the assignment or Purchase Order has been placed or for which the Agreement has been concluded;

- l. the execution of a work or the performance of services and/or work will take place in accordance with good professional standards and in accordance with the highest standards that can be stipulated on the basis of the state of the art at the time at which it takes place;
 - m. work, services and/or work activities performed will take place without interruption; and
 - n. the Goods or work that have been delivered and/or the services to be provided and/or the work activities to be performed will be in accordance with the requirements stipulated pursuant to the law, the applicable rules of self-regulation and/or requirements stipulated by e-Traction, including those related to quality, health, safety, the environment and complaints.
- b) Supplier also guarantees among other things that:
- a. no acts will take place that are in contravention of any laws that govern it in respect of child labour;
 - b. no discrimination will take place on the ground of race, sex, religion, etc. and that any form of discrimination will be prohibited;
 - c. there will be no forced, hidden or dangerous work or community punishment, with the exception of the work performed by prisoners who can freely choose to work somewhere and who receive a salary that is in line with market standards;
 - d. the employees will be offered sound and certain employment conditions;
 - e. the right to freedom of association will be respected; and (vi) neither it nor any companies affiliated with it or third parties that it engages will perform any acts that are contrary to the applicable anti-corruption laws and regulations;
 - f. the e-Traction responsible procurement policy will be complied with.
- c) In the event that the delivered Goods– regardless of the results of prior approval – do not appear to be in compliance with the provisions contained in subsections (a) and/or (b) of this Article (12) and other guarantees provided and/or requirements agreed in these General Terms and Conditions of Purchase or in the Agreement, e-Traction will be entitled to exercise the rights referred to in Article 11(g), (h) and (i) (Inspection).
- d) In case of an emergency and in cases in which, after consulting with Supplier, it must be assumed in all reasonableness that Supplier will commit a breach in respect of its compliance with its guarantee obligations, e-Traction will be entitled to exercise the rights referred to in Article 11(g), (h) and (i) itself, or to have them exercised by third parties, at Supplier’s expense. This will not relieve Supplier from its obligations pursuant to the Agreement or these GTCP.
- e) Unless the parties have agreed otherwise in writing, a guarantee term of two (2) years applies after the goods have been delivered or after the work has been performed and/or the services have been provided.
- f) An agreed guarantee term will commence after acceptance of the work that has been performed, or will recommence after the repair that has been made, or after the replacement or addition to which the guarantee provisions apply has been carried out.
- g) The foregoing provisions are without prejudice to Supplier’s obligation to compensate any other costs that e-Traction has been forced to incur as a result of or in connection with a failure on the part of Supplier to comply with the guarantee obligations referred to in subsection (c) of this Article (12) until the work has been performed and/or the services have been provided in accordance with the agreed requirements, or until the defective goods have been repaired and/or replaced.
- h) The provisions contained in this Article do not relieve Supplier from its liability for any hidden defects in the goods that have been delivered or hidden defects in the work that has been performed and/or in the services that have been provided that appear after the guarantee term has elapsed, but that were present or performed during that term, but not later than four (4) years after the expiry date of the guarantee term.

13) Confidentiality

- a) Supplier is obliged to observe a duty of strict confidentiality with respect to any and all information originating from e-Traction (including, ideas, knowledge, trade secrets, information, procedures, materials, drawings, samples, etc.) that come to its attention in the context of the Agreement (and the performance of the Agreement) and that e-Traction has designated as confidential or in respect of which Supplier reasonably can presume that it is confidential in nature (to be referred to below as the 'Confidential Information'). Supplier will limit the access to Confidential Information to persons who require the Confidential Information for the Agreement (and/or the performance of the Agreement). Unless it receives prior written permission to do so from e-Traction, Supplier will not disclose Confidential Information or any part of it to any person, firm, company or other entity, and Supplier will not use the Confidential Information or any part of it other than for the Agreement (and/or the performance of the Agreement).
- b) The duty of confidentiality referred to in subsection (a) of this Article (13) does not apply with regard to information in respect of which Supplier can demonstrate, with the aid of written evidence, that it:
 - a. was in its possession in its entirety prior to its disclosure by e-Traction, without Supplier being bound by any duty of confidentiality towards e-Traction or a third party in that context; or
 - b. at the time of the disclosure by e-Traction it was already, or subsequently became, common knowledge or readily available, other than as a result of any act or omission on the part of Supplier; or
 - c. was obtained by Supplier from a third party that was not bound by a duty of confidentiality with respect to that information; or
 - d. was independently developed by Supplier without making any use of information disclosed by e-Traction; or
 - e. must be disclosed by Supplier on the grounds of the law, any regulation or rule stipulated by an agency that is recognised by the government or a binding decision or decision that is not open to appeal that has been rendered by a court or another government body, in which case Supplier will notify e-Traction in that respect in writing in a timely manner, so that the scope of the disclosure by Supplier can be limited, in consultation with e-Traction, to whatever is strictly necessary.
- c) Supplier is obliged to impose the same obligations as those referred to in subsection (a) of this Article (13) on its supervisory or lower employees or second-line suppliers, subcontractors and/or other third parties (and their personnel) that it has engaged in connection with the performance of the Agreement. Supplier warrants that those employees and/or third parties (and their personnel) will not act contrary to the duty of confidentiality.

14) Liability

- a) In the event that Supplier commits a breach in respect of its compliance with its obligations, e-Traction will be entitled, among other things, to exercise the rights referred to in Article 11 (g), (h) and (i) (Inspection).
- b) Supplier will be liable for any and all damage that e-Traction sustains as a result of:
 - a. a breach in respect of Supplier's compliance with its obligations and/or as a result of any act or omission on the part of Supplier, including unlawful acts, or its personnel or third parties that Supplier engages (or their personnel), including but not limited to contractors and/or subcontractors; and/or
 - b. the mere presence of Supplier's Goods or of its personnel or third parties that Supplier engages (or their personnel), including but not limited to contracts and/or subcontractors, unless the damage is the result of an intentional act or omission or wilful recklessness on the part of any supervisory personnel of e-Traction.

- c) Supplier's liability relates to both direct and indirect damage and is limited to the amount of five million euros (EUR 5 million) per incident. That limit will not apply in the event that the damage has been caused by an intentional act or omission or gross negligence on the part of Supplier. The liability (and the limitation of liability) referred to in this subsection pertains only to compensation of damage and is without prejudice to e-Traction's remedies at law pursuant to this Agreement, the GTCP or the law, in the event of a breach of contract or any act or omission, including an unlawful act, on the part of Supplier or its personnel or third parties that it engages, including but not limited to contractors and/or subcontractors.
- d) Without prejudice to the provisions contained in Article 9 of these GTCP, Supplier indemnifies e-Traction against any and all claims brought by third parties (or personnel of third parties), including but not limited to contractors and/or subcontractors and suppliers and/or second-line suppliers, in connection with the performance of this Agreement.
- e) Supplier has or will take out sufficient insurance against liability as referred to in this Article (14) and will allow e-Traction to inspect the relevant policy upon request. This duty to take out insurance also pertains to auxiliary materials that are in any way involved in the performance of the Agreement. The above-mentioned right to inspect will not relieve Supplier from its liability in that context.
- f) e-Traction is not liable for any direct, consequential or indirect damage sustained by Supplier, its personnel and/or third parties that it engages in connection with the performance of the Agreement, unless the damage was caused by an intentional act or omission or wilful recklessness on the part of any supervisory personnel of e-Traction.

15) Force majeure

- a) In the event of a situation involving force majeure on the part of one of the parties, the compliance with the Agreement will be suspended in whole or in part for the duration of the situation involving force majeure, without the parties owing each other any compensation as a result. The party that wishes to invoke force majeure must notify the other party in writing immediately, and in any event within three (3) working days after the situation involving force majeure has arisen, on pain of the lapse of the right to invoke force majeure. In the event that the situation involving force majeure continues longer than thirty (30) days, the other party will be entitled to dissolve the Agreement, effective immediately, without any judicial intervention being required, by means of a registered letter, without that giving rise to any right to compensation. Force majeure on the part of Supplier in any event does not include: a lack of personnel, strikes, breach of contract on the part of third parties that Supplier engages, lack of auxiliary materials, liquidity or solvency problems on the part of Supplier and government measures taken at Supplier's expense.

16) Taxes and premiums

- a) Supplier is and will at all times remain responsible and liable for compliance with the obligations that it has or that persons or legal entities that it engages have in accordance with one or more Agreements that ensue from tax and social insurance legislation. Supplier indemnifies e-Traction against any related claims.
- b) In the event that Supplier is a self-employed person with no staff, he must have a valid Declaration of Independent Contractor Status in respect of profits from business activities and must submit a copy of this declaration to e-Traction.
- c) A Supplier that has personnel in its employment who are engaged in connection with the performance of one or more Agreements will submit, at e-Traction's request, declarations that demonstrate that Supplier has remitted turnover tax, wages and salaries tax, social insurance contributions and/or employee insurance contributions in full and in a timely manner for Expert(s) and Replacement(s) who are engaged in connection with the performance of the Agreement.

17) Dissolution

- a) e-Traction will be entitled, at its choice, to suspend the performance of the Agreement in whole or in part or to dissolve the Agreement in whole or in part by means of a written statement, without any judicial intervention being required (and effective immediately), without e-Traction being obliged to pay any compensation, in the event that:
 - a. Supplier commits a breach in respect of its compliance with one or more of its obligations pursuant to the Agreement and/or these GTCP, or in the event that e-Traction is reasonably entitled to assume that Supplier will not comply with its obligations or will not do so properly and in a timely manner;
 - b. Supplier applies for or is granted a suspension of payments, or in the event that Supplier is declared bankrupt;
 - c. Supplier is placed in receivership or is subject to an administration order;
 - d. Supplier's business is sold or terminated;
 - e. Supplier's permits that are required for the performance of the Agreement have been revoked; or
 - f. an attachment is levied on a significant part of Supplier's operating assets.
- b) Any and all claims that e-Traction has or acquires in the cases referred to in subsection (a) of this Article (17) will be immediately due and payable in full.
- c) e-Traction will be entitled to suspend and/or terminate the performance of the Agreement in whole or in part at its convenience if exceptional economic circumstances cause it to do so. In such case Supplier will be indemnified for its justifiable, unavoidable and documented costs incurred as a direct result of such suspension and/or termination.

18) Transfer

- a) Supplier may not transfer or contract out to third parties in whole or in part the rights and obligations that ensue for it from the Agreement and these GTCP without prior written permission to do so from e-Traction.

19) Amendments to these GTCP

- a) e-Traction is entitled to amend or supplement the Agreement or these GTCP Any amendments or supplements to these GTCP will enter into effect thirty (30) days after notice of them has been given in writing, or on a later date indicated in the notification or on e-Traction's website.

20) Invalidity of one or more provisions (general)

- a) The invalidity of a provision contained in the Agreement and/or in these GTCP will not affect the validity of the other provisions contained in the Agreement and these GTCP.
- b) If and insofar as a provision contained in the Agreement and/or in these GTCP is invalid or, under the circumstances, must be deemed to be unacceptable in accordance with the principles of reasonableness and fairness, a provision will apply between the parties that is acceptable, taking into consideration all the circumstances.

21) Applicable law and competent court

- a) The legal relationship between e-Traction and Supplier is governed exclusively by Dutch law, to the expressly exclusion of the Vienna Sales Convention.
- b) Any and all disputes between e-Traction and Supplier will be resolved by the district court of Zutphen, the Netherlands.