

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF GTTSYSTEMS B.V. IN DEVENTER, THE NETHERLANDS

1. Applicability of these terms and conditions

- 1.1 GTTSystems B.V. is a limited liability company under Dutch law. GTTSystems B.V. is hereinafter referred to as 'supplier'.
- 1.2 The party to whom the supplier supplies goods and/or services, as well as the party with whom the supplier enters into an agreement for the supply of goods and/or services is hereinafter referred to as 'customer'.
- 1.3 These terms and conditions, which rule out the applicability of any and all terms and conditions of the customer or third parties, shall apply to the supply of all goods and/or services by the supplier to the customer, as well as any agreement and/or transaction relating to such supply, whether preparatory or implemental in nature, such as quotations, confirmations of orders and deliveries.
- 1.4 If the customer refers to any other terms, whether prior to or at the time of acceptance of the transaction, then the supplier will not be legally committed to these other than in the event when these have been expressly accepted in writing by the supplier and shall only apply to the related agreement(s) and/or transaction(s).
- 1.5 If, for any reason, a condition in these general terms is not valid, then all the other conditions shall remain valid.
- 1.6 If, for any reason, a condition of these general terms is not valid, the parties shall negotiate the wording of a new condition, the content of which shall approximate the original condition as close as possible.

2. Quotations

- 2.1 All quotations of the supplier are made without obligation as regards to price, content, execution, as well as delivery time and deliverability and are valid for a period of 30 days, subject to different written notification. If a quotation is accepted by the customer, the supplier is entitled to withdraw its offer within 2 working days from receiving the acceptance.
- 2.2 The contents of all price lists, brochures and other information supplied with the quotation is as accurate as possible. The relevant information shall only be binding to the supplier, if this is expressly confirmed in writing. Quotations are based on information supplied.

3. Agreement

- 3.1 There is a legally binding agreement from the date when the customer accepts the quotation or the supplier confirms the order in writing.
- 3.2 The invoice, of which the contents is deemed to accurately and fully reflect the agreement, shall be regarded as the confirmation of the order for services and/or supplies in the event that no confirmation of the order was sent due to the nature and/or extent of the goods supplied and/or services provided.
- 3.3 Once the agreement has taken effect any additions or changes to arrangements and/or undertakings made on behalf of the supplier by its personnel, representatives or other persons, shall only be binding if such arrangements/undertakings are confirmed in writing by the supplier.

- 3.4 If the supplier deems it necessary or desirable, he shall be entitled to engage third parties to enable him to execute the order properly. The costs shall be passed on to the customer in accordance with the suppliers quotation.

- 3.4 All agreements with the supplier are valid for an unlimited period unless otherwise agreed. In the event of a service agreement it is agreed that such an agreement expires after a period of 12 calendar months and shall automatically be extended for another period of 12 calendar months every time it expires, unless either party hereto wishes to terminate the agreement by giving written notice to the other 3 months prior to the applicable expiry date. Detachment of staff is only applicable for the agreed period and in the event of no prior agreement in this respect always for 1 calendar month.

4. Prices

- 4.1 All prices are exclusive of VAT (BTW) and of other statutorily imposed levies.
- 4.2 If prices and/or tariffs of price determining factors, such as wages, materials, transport, installation, exchange rates, etc. are increased, irrespective whether this occurs before or after the agreement is effective, the supplier is entitled to adjust his prices accordingly.
- 4.3 Unless otherwise stated, the suppliers prices in the quotation or price list are:
- based on delivery ex works/store;
 - stated in US DOLLARS;
 - exclusive of transport-, (un)loading- and insurance costs;
 - exclusive of maintenance and service costs;
 - in respect of software and/or hardware installation, implementation, detachment of staff and/or any other subsequent duties will be calculated, offered and invoiced on the basis of actual duties and time performed and at the rate of the then applicable suppliers tariffs.

5. Delivery

- 5.1 Unless otherwise agreed in writing, delivery is ex works/store. At that the moment the customer is regarded to be in receipt of the delivery. Reservation of title applies to all deliveries, conform Paragraph 11 of these conditions.
- 5.2 The customer is liable for the goods/services supplied from the moment of delivery. The moment of delivery is the moment the customer takes delivery of what is supplied. If the customer refuses, conform Paragraph 6.2, then the date of refusal shall count as the date of delivery.
- 5.3 Specified and/or agreed delivery dates shall never be regarded as fatal deadlines. In the event of late delivery, the supplier should be notified by the customer in writing that he is in default and he should be offered a reasonable extension of the delivery period.
- 5.4 The supplier is entitled to deliver in part. In this event the customer will be liable to settle the proportional part of the order that has been delivered.
- 5.5 The supplier is entitled to suspend deliveries until the customer has settled all his obligations in full with the supplier.
- 5.6 If no definite delivery date was agreed, the customer is obliged to take delivery within one week from the date the supplier informs him that the goods and/or services are available for delivery.
- 5.7 If there are grounds to suspect that the customer cannot meet his obligations, than the supplier reserves the right

to deliver on "Cash On Delivery" basis.

6. Sales

- 6.1 The customer is obliged to take delivery of the goods/services. If the customer fails to take delivery, the supplier reserves the right to charge the customer all related costs (including those of storage and transportation).
- 6.2 The delivery shall be deemed to have been refused, if the ordered goods/services are offered for delivery, but when delivery turns out to be impossible.

7. Transport/risk/packaging

- 7.1 Unless the customer provides detailed instructions to the supplier, the method of transport, packaging and suchlike shall be determined by the supplier, for which the supplier accepts no liability.
- 7.2 Although delivery "free house" may have been agreed, the customer remains liable for the costs and risks of the goods in transit, even if the bill of lading and/or other shipment documents contain a clause by the carrier claiming that all loss/damage of goods in transit is for the account and risk of the consignor.
- 7.3 The customer is liable for all risks of loss/damage (such as average [marine] or loss or transport-, water-, or fire damage [non-marine]) whilst the goods are in transit. The customer should take out adequate and proper insurance cover against such risks.
- 7.4 Unless otherwise agreed in writing, the products shall be supplied in their normal packaging and the supplier shall not take the packaging back, unless this concerns special trailers, pallets, crates or sacks, etc. This type of packaging is always collected by the supplier and the customer should ensure the availability to the supplier.
- 7.5 Transport and consumer packaging will conform to current and future statutory packing legislation. In the event the customer decides to return the packing for recycling, or to be processed for recycling, he is liable for settlement of all costs involved.

8. Software maintenance/service/detachment

- 8.1 This Paragraph concerns maintenance, service and detachment of staff and is only applicable during the validity of the agreement. Software maintenance is only applicable for software supplied by the supplier, unless otherwise agreed.
- 8.2 The supplier is entitled to appoint a sub-contractor for the performance of the duties in respect of maintenance.
- 8.3 Where it concerns the maintenance the supplier will always to his best ability: -
- a) At the customer's request repair defaults and/or errors;
 - b) Inform the customer about updates;
 - c) Replace damaged and/or lost (parts of the) software/hardware – if available and at the then applicable prices – whereby the supplier is entitled to use approved copies.
- 8.4 Maintenance excludes: —
- a) Malfunction of the software/hardware as a result of defective software/hardware, which has not been supplied and/or recommended by the supplier and/or if the software was linked to other software not supplied and/or recommended by the supplier;
 - b) Malfunction of the software/hardware if the suppliers and/or manufacturer's instructions

have not been observed and/or as a result of careless data management;

- c) Changes to the software/hardware made by a party other than the supplier or its approved sub-contractor.

If requested hereto by the customer the supplier is prepared to perform maintenance duties in connection with any of the above mentioned exclusions, for which the supplier will then invoice the customer, calculated and based upon the actual duties performed, time spent and then applicable tariffs.

- 8.5 Services that the supplier can provide are for instance: consultancy, application research, training, project management, implementation duties, research- and development assistance, etc. to be specified, as the case may be, in the quotation or confirmation.
- 8.6 In the event of the detachment by the supplier of staff with the customer it is agreed that this only applies to the period necessary to perform the duties in connection with goods and/or services supplied. Management of the staff will always rest with the supplier.
- 8.7 Detached staff are under no obligation to perform duties in respect of the customers normal business practice.
- 8.8 Services by the supplier, also concerning detached staff, are always performed to the best ability and skills in accordance with the procedures agreed in writing.

9. Payment

- 9.1 Payment is due at the time of the delivery of the goods and/or provision of services.
- 9.2 Only by prior written agreement about payment by bank-/giro- transfer the maximum credit term is 14 days from the invoice date. If the customer fails to pay in time, he will be legally in default without any requirement of further notification to him of his default. The date specified on the suppliers bank/giro statement shall be the deciding factor and be regarded as the date of settlement.
- 9.3 The customer is not entitled to suspend his payment obligations to the supplier if, in the opinion of the customer, the supplier has an outstanding debt to the customer. Nor is the customer entitled to set off any of his debts to the supplier against debt which the supplier may have to the customer.
- 9.4 The customer will owe "late payment" interest, at the rate of 1% per month, from the moment he is in default of payment up till the date on which payment is settled in full, irrespective of the supplier statutory rights to full settlement of damages in accordance with the law.
- 9.5 All charges for debt collection procedures against the customer, both in- and out of court, are the customers' liability. The debt recovery costs shall be based upon and in accordance with the rates as determined from time to time by the Dutch Association of Solicitors (Nederlandse Orde van Advocaten).
- 9.6 Upon or after entering into the agreement, the customer shall - at the suppliers first request - provide guarantees to cover his payment and other obligations arising from the agreement. Whilst awaiting the guarantee, the supplier is entitled to suspend his obligations.
- 9.7 The customer shall continue to pay the supplier until all interest charges and/or costs owing and subsequently the outstanding invoice(s) have been settled in full.
- 9.8 The customer is obliged to settle in advance the yearly fees, as detailed in the quotation or otherwise confirmed

by the supplier, which are due for maintenance, as mentioned in Paragraph 8. If no maintenance agreement exists and/or prices have been agreed in advance the supplier will invoice the customer for duties performed based upon the then applicable tariffs.

10. Complaints

- 10.1 The customer should record (have recorded) any defects or damage to goods/services and/or the packaging, which are presented for delivery, on the delivery note, or the invoice, or transport documents. If the customer fails to do this, he will be deemed to have accepted and approved the delivery and complaints on that subject will no longer be accepted. Damage or defects which could not reasonably be detected within the stated term, should be specified in writing to the supplier immediately following detection, or at least within 14 days from the delivery date. After this period liability will not be accepted.
- 10.2 If and in so far as the complaint is accepted by the supplier, he is solely obliged at his discretion either to repair-, or replace-, or issue a credit invoice for the defected/damaged goods. The customer shall not be entitled to any additional compensation whatsoever.
- 10.3 The act of complaining does not discharge the customer from his payment obligations to the supplier.
- 10.4 Defects/damages to part of the delivery do not give the customer any right to reject, refuse or cancel the total order, nor to any entitlement of compensation.
- 10.5 Delivered goods may only be returned upon the prior written consent of the supplier and on conditions at the discretion of the supplier.
- 10.6 All rights to compensation expire if within the period of one year from the date the customer notified the supplier of the complaint the supplier has not been summonsed to Court in accordance with Paragraph 18.2.

11. Reservation of title

- 11.1 Without prejudice to what has been agreed other than in the agreement(s) and in these terms, the goods supplied to the customer by the supplier remain the property of the supplier until the moment the customer has settled in full everything that he owes the supplier (including interest, costs and penalties) in consideration of the goods/services supplied. All this shall be based on the written agreement(s) between the supplier and the customer, including all joint (balance) obligations, and all claims by the supplier regarding any failure by the customer in relation to the agreement(s) in question.
- 11.2 The customer is prohibited from pledging the goods supplied as security, or from encumbering them with a restricted right, as long as these are encumbered with a reservation of title.
- 11.3 On the basis of all that is stated in this Paragraph 11, the supplier is entitled to repossess goods supplied (or have goods repossessed) from the customer or his holders, if the customer fails to fulfill his obligations, or if it is suspected that the customer will not fulfill his obligations. The customer is obliged to render his assistance in the above mentioned repossession of the goods and, if necessary, help to dismantle them, if he fails he will be liable to pay the supplier the fine of Euro 5,000.00 (five thousand Euro) for each day that he is/remains in default, if the supplier expressly lays claim to such fine, and irrespective of the suppliers other statutory rights.

- 11.4 In the event that (an)other party/parties lay(s) claim to goods which come under the reservation of title regulated in this Paragraph 11, the customer is obliged to notify the other party/parties of that reservation of title, and not to start handing over the goods until the express written authorization hereto has been obtained from the supplier.

12. Termination/compensation/suspension

- 12.1 Unless otherwise agreed upon in writing or mentioned in these general terms it only is in the event of imputable material breach of any of the conditions that the agreement will be terminated and, in the event of possible remedy, fails to remedy the same within a reasonable period of at least 30 days from the date the party responsible for the material breach was first notified by the other in writing.
- 12.2 **The customer can only terminate the agreement for goods and/or services not yet provided by the supplier.**
- 12.3 If the customer:
- (a) files for bankruptcy, or is declared bankrupt, or transfers assignment, or applies for a suspension of payment, or if part or all of his capital/funds are seized and this is not reversed within 10 days following the seizure; or
 - (b) upon having received written notification of being in default, does not fulfill, either in part or in full, his obligations to the supplier; or
 - (c) fails to pay part or all of an invoice amount within the agreed term; or
 - (d) ceases, or decides to cease, trading or transfers his company, or a significant part of it; this includes amalgamation or joint-venture with another company, or changes in the company's objectives, or a decision to liquidate it;
- then the customer is deemed to be in default, thereby making all debts payable in full on first demand.
- 12.4 In events as those referred to in Paragraphs 12.1 to 12.3, and without any obligation to pay damages and without losing any claim to other statutory rights, such as overdue penalties or interest, or damage claims, and without the need to provide notification of the default or to commence legal procedures, the supplier is entitled to:
- (a) have the agreement terminated, either in part or in full, by giving written notification; and/or
 - (b) demand immediate and full settlement of all amounts owed by the customer; and/or
 - (c) prior to further performance, obtain guarantees from the customer to fulfill his obligations.
- 12.5 In the event of termination of the agreement this cancels all the customers rights and entitlements to the use of all software and updates put at his disposal by the supplier and he will, as per the supplies instructions, either destroy or return all software and updates.

13. Documents/tools/consultancy/non-disclosure, etc.

- 13.1 Unless agreed differently, the costs for the development and/or production of prototypes are for the account of the customer.
- 13.2 All cost estimates, plans, catalogues, pictures, drawings, specifications, or other documents relating to quotations or to the goods supplied, as well as aids such as software, models, stencils, stamps, moulds and other tools which the supplier drew up, made, or made available, shall remain the property of the supplier at all times, even if the production costs were paid by the customer, and should be returned to the supplier at his first request. When the customer re-orders, the supplier shall at no time be liable for damages occurred to the customer, whatever the nature, resulting from not having certain tools and/or

products in stock and/or being able to provide services.

- 13.3 Subject to having received the suppliers prior written consent, the customer guarantees that the prototypes and all related information and documents, as per Paragraph 13.1 and/or to all that is stated in Paragraph 13.2 shall not be copied or reproduced, or made available for inspection, or in any other form handed over to third-parties, whether for re-use or not. In this respect the customer is also referred and held to non-disclosure Paragraph 13.6.
- 13.4 All software, moulds, tools, etc. made available by the customer to the supplier are for the customers risk. The supplier shall never be held responsible for any damage to or resulting from damage to the goods referred to in this Paragraph. All costs of repair or replacement are entirely for the account of the customer.
- 13.5 The supplier is entitled, without notifying the customer, to destroy any software, models, tools, stamps, stencils, moulds, or any other tools required for the realization of an order, but no such order was received for two years.
- 13.6 The supplier and the customer and anyone within and/or connected to their respective companies, who have been informed, shall treat all information, including all details of each other's conduct of business, in relation to this agreement and other information, especially in respect of software, given in confidence with utmost confidentiality.

14. Industrial, or as the case may be, intellectual property

- 14.1 The customer is prohibited from removing or altering any symbol such as brand-/trade names, or patents, or other statutory signs/symbols from the goods, or add hereto. This includes symbols relating to the confidential nature of the goods. The customer shall impose this condition to his own customer in the form of a third-party clause.
- 14.2 The supplier accepts no liability for any infringement of intellectual- or industrial property rights of third parties which are caused by changes made to any of the goods.
- 14.3 Transfer of title, in particular the license to use software, does not allow intellectual entitlements, this includes patents and registered trademarks, etc., in whatever form or situation to the customer, subject to having obtained prior written consent from the supplier.

15. Force Majeure

- 15.1 If the supplier cannot complete his obligations under the agreement as a result of force majeure, whether of a temporary or lasting nature, then the supplier is entitled, without any damage liability, to terminate or to suspend the agreement, either in part or in full, solely by notifying the customer to that effect in writing and without having to commence any legal procedures, whereby the supplier maintains his statutory right to be paid by the customer for the goods/ services already supplied, before the situation of force majeure. In the event of suspension, the supplier shall still be entitled to terminate the agreement, either in part or in full.
- 15.2 Force majeure is understood to mean all circumstances under which the supplier will not be in a position, either temporarily or permanent, to fulfill his obligations. Such situations include strikes, lock outs, shortage of materials or labour force, power/water cuts, transport difficulties, fire, war, legislation, including im-/export prohibitions, restrictions and interruptions either at the supplier, or at his suppliers, or due to malpractice by his supplier, which results that the supplier cannot fulfill his obligations.

16. Limiting liability

- 16.1 Subject to damages as a result of deliberate or gross negligence by the supplier, the supplier will not be liable for any damages to matters belonging to the customer which he uses to execute his business or profession, damages as a result of business ceasure, damages as a result of not being able to perform his profession, damages as a result of loss of profit, damages as a result of personal accidents, or damages as a result of claims made by third parties. No liability is accepted if the supplier is not notified about the damages in writing within 4 weeks from the date of occurrence. In any case the suppliers liability is limited to three times the value of the goods/service supplied to a maximum amount of Euro 50,000.00 (fiftythousand Euro).
- 16.2 The supplier is not liable for any damages of whatever nature to the customer, or as the case may be, the eventual consumer, which arised from, or is caused by, incorrect or inappropriate use of the goods supplied.
- 16.3 Except in the event of deliberate and/or gross negligence, the supplier is not liable for any damage of whatever nature, caused by actions or negligence on the part of staff employed by the supplier, or caused by other persons whose services were used by the supplier. This includes recommendations made, or other instructions issued by those persons in respect of the application and/or use of the goods supplied.
- 16.4 The customer indemnifies the supplier from all claims for compensation made by third parties as regards to any goods supplied, unless the damage/loss was the result of deliberate/gross negligence by staff employed by the supplier and/or by third parties contracted by the supplier.

17. Notices

- 17.1 The customer will appoint a contact person within his organization, who will be responsible for all communications with the supplier in respect of the execution of the agreement.
- 17.2 In the event of any dispute arising from these general terms the customer and the supplier will try within reason to reach a solution in the best interest of all parties hereto.

18. Applicable laws

- 18.1 With the exclusion of the Vienna Purchasing Treaty and any future international regulations governing the purchase of movable tangible property, which can be excluded by the parties hereto, Dutch law applies to these terms as well as to all agreements referred to herein.
- 18.2 All disputes arising from, or connected to the agreement, shall exclusively be passed for judgment to the competent Court in the district of the suppliers registered offices, unless the supplier, if he is the plaintiff, prefers to have judgment passed by another competent Court.

19. Appendix I Hardware Terms and Warranty

- 19.1 Hardware is defined to be products that are produced and delivered by supplier. Publicly known as the GTTS-2000- and GTTS-3000-series Iridium Short Burst Data communication devices.
- 19.2 Supplier offers a 12 Months full warranty on all devices starting from the day of delivery.
- 19.3 For customers who obtain a GTTS-unit as well as Iridium Short Burst Data subscription from supplier, warranty for the GTTS-unit does not start on the date of delivery but on the day subscription of the device is activated, provided this activation is realized within a period of maximum 6 Months after delivery date. If - in consultation between customer and supplier - Iridium Short Burst Data subscription is already activated before the day of delivery of a GTTS-unit, the 6 Months warranty period for this specific GTTS-unit starts from that corresponding activation date.
- 19.4 Excluded from all warranty are the batteries or battery packs unless customer and supplier agree otherwise.
- 19.5 Warranty is void if the device(s) in question shows marks of mistreatment either mechanically or electrically. This is to be determined by suppliers qualified personnel and their findings shall be binding.
- 19.6 Supplier offers an additional service to replace the battery and refurbish the device by supplier's qualified personnel. Refurbishment, including full functional testing, is normally realized within 5 working days from the day of receipt of the device(s)
- 19.7 Supplier requires that a RMA form must be generated prior to returning devices to supplier. Supplier offers a digital form that can be found on supplier's website. URL: www.gtts.eu/rma
Supplier will provide a user's manual for the use of the RMA tool.
- 19.8 All costs for shipment of the device(s) are for the customer.