

DIMENCO GENERAL TERMS AND CONDITIONS DATED 1 OCTOBER 2016

These Dimenco General terms and conditions (the **Terms and Conditions**) apply to and form an integral part of:

- (a) all quotations and offers (hereinafter both referred to as **Offer**) of Dimenco Displays B.V., having its offices at De Run 4281, 5503 LM Veldhoven, the Netherlands or any of its Affiliates (**Dimenco**) issued to any (potential) customer referred therein (the **Customer**);
- (b) all acceptances, signed purchase orders, acknowledgements and/or confirmations by Dimenco (hereinafter jointly referred to as a **Confirmation**) of any order of customer, including - without limitation - orders of Customer resulting from any pricing- or other framework agreement between any Customer and Dimenco (each being a **Party** and jointly being referred to as the **Parties**), unless explicitly agreed otherwise in writing by Parties; and
- (c) any agreement resulting from such Offer or Confirmation and any other agreement incorporating these Terms and Conditions by reference (jointly referred to as an **Agreement**),

regarding the sale by Dimenco and purchase by Customer of 3D products (as defined below).

2. DEFINITIONS

For purposes of these Terms and Conditions the following terms shall have the meanings set forth below:

3D products means the Hardware, the Software and the Content.

Affiliates means, with respect to a party, any entity that controls, is controlled by or is under common control with such party. For purposes of this definition, "control" means: (i) direct or indirect ownership of more than fifty per cent (50%) of the shares of the entity entitled to vote in the election of directors; or (ii) in the case of an entity that is not a corporation, the right to direct the management and business of such entity. An entity shall be considered an Affiliate only for so long as such control exists.

Content means any three dimensional graphics, compositions, sound recordings, video recordings, games or other three dimensional data that Dimenco makes available in connection with the 3D products.

Documentation means the printed or electronic documentation that Dimenco provides or makes available with the 3D products, which includes a user manual, content creation guide and Hardware or Software specifications.

Force Majeure shall mean force majeure as set out in section 6:75 DCC, including any circumstances or occurrences beyond Dimenco's reasonable control - whether or not foreseeable at the time of the Offer, Confirmation or Agreement - as a result of which Dimenco cannot reasonably be required to execute its obligations. Such circumstances or occurrences include: war, civil war, insurrections, strikes, fires, floods, earthquakes, labour disputes, epidemics, governmental regulations and/or similar acts, freight embargoes, non-availability of any permits, licenses and/or authorizations required, defaults or delays of suppliers or subcontractors and/or inability or impracticability to secure transportation, facilities, fuel, energy, labour, materials or components.

Hardware means the hardware delivered by Dimenco as part of the 3D products under the applicable Agreement, Offer or Confirmation.

Software means the developed and/or licenced computer programs related to the 3D products as identified in the Agreement, Offer or Confirmation. The Software only includes executable versions of software.

3. SOFTWARE AND CONTENT LICENSE

3.1 **Software License.** Prior to installing the Software, Customer, or its customers, as the case may be, shall be presented with a separate end-user license agreement. Such agreement shall contain the terms and conditions applicable to the use of the Software by Customer and its customers.

3.2 **Content License.** Dimenco hereby grants to Customer, subject to these Terms and Conditions, a personal, non-exclusive and worldwide license, without the right to sublicense, to display the Content solely via the Hardware. Except to the extent necessary to display the Content via the Hardware, Customer shall not, and shall not permit a third party, to (i) reproduce the Content or create derivative works of the Content; or (ii) publish, distribute, sell or otherwise transfer or make the Content available to any third party. Customer acknowledges that all right, title and interest in the Content vest in Dimenco or its third party suppliers, including any and all copyrights, database rights, trade secrets or other intellectual property rights.

4. PURCHASE OF HARDWARE

Hardware shall be delivered Ex Works (as defined in the Incoterms 2010), unless otherwise agreed in writing. Delivery dates communicated or acknowledged by Dimenco are estimates only, and Dimenco shall not be liable for, nor shall Dimenco be in breach of its obligations to Customer because of any delivery made before or after the stated delivery date. Dimenco shall use commercially reasonable efforts to meet the requested delivery dates on the condition that the Customer provides all necessary order and delivery information sufficiently prior to the agreed delivery date. Risk of loss shall pass to Customer upon Dimenco's delivery in accordance with the applicable Incoterm. Title in the Hardware shall pass to Customer upon full payment of all amounts due by Customer hereunder.

5. PRICE AND PAYMENT TERMS

5.1 Price. Subject to Section 5.2, Customer shall pay Dimenco the price for the 3D product as set forth in the Offer, Confirmation or Agreement. Customer may not settle or deduct any sum due or which later becomes due to Customer under or in connection with any agreement from any amount payable to Dimenco.

5.2 Payment Terms. All amounts payable by Customer pursuant to Section 5.1 or otherwise under these Terms and Conditions shall be subject to prepayment. The 3D products will be shipped to Customer upon receipt of payment.

5.3 If Dimenco agreed on payment after delivery of the 3D Products, Customer shall pay the invoice submitted to it by Dimenco, in full and in cleared funds, within 14 days of the invoice date to a bank account nominated in writing by Dimenco. If Customer objects to an invoice received, Customer must inform Dimenco of its objections in writing within eight days of the invoice date, failing which the correctness of the invoice is an established fact.

5.4 Without prejudice to any other right or remedy that it may have, if Customer fails to pay Dimenco on the due date:

(a) Customer shall pay interest on the overdue amount equal to the applicable commercial statutory interest rate in the Netherlands as set out in section 6:119a DCC as amended from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount. Customer shall pay the interest together with the overdue amount; and

(b) Customer shall pay all costs, both in and out of court including any costs charged by external

experts incurred by Dimenco in exercising its rights. The out-of-court costs are set at 15% of the amount due, subject to a minimum of €200.

5.5 All amounts due under this agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

5.6 Taxes. All prices and payments are in Euros and net of any costs, taxes (excluding taxes on Dimenco's net income), duties, import and export fees, which are imposed by any governmental entity or authority (the **Taxes**). All Taxes on the amounts due hereunder, or which otherwise arise out of or are imposed on any Agreement, shall be borne by Customer. Customer shall not withhold any such Taxes from payments. If any such governmental entity or authority, however, imposes Taxes on any amounts paid by Customer to Dimenco hereunder and requires Customer to withhold such Taxes from such payments, Customer may deduct such Taxes from such payments, provided however that the amounts payable to Dimenco shall be grossed up with such additional amounts that after such withholding Dimenco shall receive the same net amount as if no such withholding would have been required.

6. WARRANTIES

6.1 Hardware Warranty. Subject to clause 6.2, Dimenco warrants to Customer for a period of twelve (12) months following delivery of the Hardware to Customer (the **Hardware Warranty Period**), that (a) the Hardware will be free of defects in materials and workmanship under proper use, and (b) such Hardware will conform in all material respects with its specifications included in the Documentation provided that:

(a) Dimenco receives written notification of the defect within the applicable warranty period and within 14 days after the Customer has or should have discovered the defect, and

(b) Dimenco's examination shall reveal, to its satisfaction, that the Hardware is, in fact, defective, and

(c) in-bound freight costs will be paid by the Customer and out-bound freight cost associated with warranty work will be paid by Dimenco.

6.2 Exclusions. Dimenco shall have no obligations in respect of any breach of warranty if and to the extent that the breach of warranty results, in whole or in part, from: (a) modification of the 3D product or any part thereof by any party other than Dimenco; (b) improper

- or unauthorized use or installation of the 3D product or any part thereof; (c) use of the 3D product or any parts thereof in a manner other than that for which they were designed, including any use in deviation from the Documentation; (d) image retention, meaning the phenomenon where a residual image remains visible after an unchanged fixed image or repetitive pattern has been shown for a sufficiently long time interval; (e) causes external to the 3D product or any parts thereof such as power failure, electric power surges, or third party hardware or software components, including such components as may be included in the environment; or (f) catastrophe, fault or negligence of Customer.
- 6.3 Dimenco does not warrant that Customer's use of the Hardware will be uninterrupted or error free. Customer's sole and exclusive remedy, and the entire liability of Dimenco under this clause 6, will be that Dimenco shall use reasonable efforts to, at its option, (i) provide replacement Hardware for the non-conforming Hardware or (ii) repair any non-conforming Hardware, whether by correcting or modifying the Hardware, correcting or modifying the Documentation, or identifying workarounds for such non-conformities, at no additional charge.
- 6.4 After Warranty support. Dimenco offers to Customer for a period of twenty-four (24) months following the Hardware Warranty Period, that the Hardware will be serviced to be free of defects in materials and workmanship under proper use. Any costs related to such replacement or repairs shall be borne by the Customer.
- 6.5 Disclaimer. Unless explicitly agreed otherwise in writing, the express warranties granted above or as may be granted with respect to specific parts of the 3D product in the Documentation shall extend only directly to Customer and not to Customer's customers, agents or representatives.
- 6.6 Except as specified in this section 6, the 3D products are provided "as is" and in addition to any disclaimers on specific parts of the 3D product included in the Documentation, Dimenco hereby disclaims to the extent allowed by applicable law all express or implied conditions, representations, and warranties relating to the environment and 3D product, including, without limitation, any implied warranty or condition of merchantability, fitness for a particular purpose, non-infringement of third party rights, satisfactory quality, or arising from a course of dealing, law, usage, or trade practice. To the extent any such warranty cannot be disclaimed, such warranty is limited in duration to the applicable warranty period.
- 6.7 Limitation of liability. The foregoing states the entire liability of Dimenco in connection with defective or non-conforming 3D product supplied hereunder and such liability shall be subject to the exclusions and limitations set forth in sections 6 and 7 of these Terms and Conditions.
- 6.8 Any claim of the Customer is extinguished by the expiry of the period of limitation (*verjaringsstermijn*) being 1 year after the Customer has, or should have, discovered the cause of the damages.
- 7. LIMITATION OF LIABILITY**
- 7.1 In no event shall Dimenco have any liability for any indirect damages (such as lost profits, lost savings, loss of reputation or lost shelf space, however caused, whether for breach of contract, tort (including negligence) or otherwise), even if Dimenco has been advised of the possibility of such damages.
- 7.2 Dimenco's aggregate and cumulative liability towards Customer arising out of or related to any Agreement shall not exceed the lesser of (a) the amounts actually received by Dimenco pursuant to the applicable Agreement in the twelve (12) months immediately preceding the event, or series of events, as the case may be, giving rise to any liability of Dimenco and (b) an amount of euro 15,000 (in full: fifteen thousand euros).
- 7.3 Nothing in these Terms and Conditions shall exclude liability to the extent that such liability may not be excluded or limited by law (including intent and gross negligence).
- 7.4 Hazardous Activities. The 3D product is not designed for use in military, aircraft or life support equipment or other application where failure or malfunction of the 3D product can reasonably be expected to result in a personal injury. Customer's use or sale of 3D product for such applications is prohibited and at Customer's own risk. Customer agrees to fully indemnify Dimenco for any damages resulting from such use or sale.
- 8. TERM AND TERMINATION**
- 8.1 Termination for Cause. In the event of a material breach by either Party of any agreement to which these Terms and Conditions apply and which is capable for cure, the non-breaching Party shall be entitled to give the breaching Party written notice of such breach. If the breaching Party has not cured such breach within thirty (30) days after receipt of such notice, or if the material breach is not capable for cure, the non-breaching Party shall be entitled, in addition to any other rights it may have under these Terms and Conditions, to terminate

the applicable Agreement by giving notice thereof to the other Party which shall take effect immediately.

- 8.2 Survival. The provisions of Sections 2, 4 (with respect to amounts accrued prior to expiration or termination), 6, 7, 9 and 9 shall survive the termination of any agreement for any reason.

9. CONFIDENTIALITY

- 9.1 Both Parties shall procure that all Confidential Information disclosed by one to the other in accordance with these Terms and Conditions shall be kept secret and confidential and shall not be used for any purposes other than those required or permitted by these Terms and Conditions and shall not be disclosed to any third party except insofar as this may be required or permitted under these Terms and Conditions.

- 9.2 The obligations of confidentiality shall not apply to any Confidential Information which:

- (a) is or becomes publicly known (other than by an act or omission of the receiving Party);
- (b) was in the other Party's lawful possession prior to the disclosure;
- (c) is lawfully disclosed to the receiving Party by a third party without restriction on disclosure;
- (d) is independently developed by the receiving Party, which independent development can be shown by written evidence; and/or
- (e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body, provided that the Party subject to such requirement to disclose gives the other prompt written notice of the requirement, to the extent it is permitted to do so by law.

- 9.3 A Party may disclose the other Party's Confidential Information to its personnel who need to know such Confidential Information for the purpose of performing its, provided that it informs such personnel of the confidential nature of the Confidential Information prior to disclosure and at all times and it remains responsible for such personnel's compliance with the confidentiality obligations set out in this clause.

- 9.4 Nothing in these Terms and Conditions shall prevent Dimenco from:

- (a) disclosing Customer's Confidential Information to any consultant, sub-contractor, group company,

other supplier or other person or service provider engaged by Dimenco; and

- (b) making any public or private announcement or communication concerning the Agreement or refer to or use any business name of the Customer in any promotional communications.

10. MISCELLANEOUS

- 10.1 No other pre-printed or standard conditions. The Parties acknowledge that for the convenience of executing transactions pursuant hereto, they may use pre-printed forms of sale, purchase, confirmations and the like, each or all containing or referring to pre-printed and/or general terms and conditions thereon. The terms and conditions thereon are specifically rejected and the forms are acknowledged to be used, if at all, for the sake of convenience only. Only these Terms and Conditions shall apply to the purchase by Customer and sale by Dimenco of 3D products by Dimenco to Customer.

- 10.2 Force Majeure. Dimenco shall have no liability in event of Force Majeure. If an event of Force Majeure extends for more than three (3) consecutive months (or if any failure to perform or any delay in the because of an event of Force Majeure is reasonably expected by Dimenco to extend for a period of three (3) consecutive months), Dimenco shall be entitled to cancel all or any part of the Agreement without any liability of Dimenco towards Customer. In the event Dimenco's production is curtailed, for any reason, Dimenco shall have the right to allocate its available production and 3D products, in its sole discretion, among its various customers and as a result may sell and deliver to Customer fewer 3D products than specified in Dimenco's Offer, Confirmation or Agreement, as the case may be.

- 10.3 Assignment. Customer may not assign or otherwise transfer any Agreement or any rights or obligations thereunder as set out in section 3:83 Dutch Civil Code without the prior written consent of Dimenco. Dimenco may assign and otherwise transfer any Agreement as a whole, and all of its rights and obligations hereunder, without the consent of Customer to any third Party. Subject to the foregoing, any Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Any assignment in violation of this section 10.3 shall be null and void.

- 10.4 Governing Law and Jurisdiction. These Terms and Conditions and any Offer, Confirmation and Agreement shall be governed by and construed in accordance with the laws of the Netherlands, without regard to provisions concerning conflicts of law. Customer

submits and consents to the jurisdiction of the courts of Amsterdam, the Netherlands. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Terms and Conditions or any Agreement. The parties hereby agree that Dimenco, at Dimenco's sole discretion, may also elect to bring legal action regarding any dispute arising from or in connection with any Agreement or these Terms and Conditions before any court in any country (or political subdivision thereof) which may have jurisdiction and Customer herewith irrevocably and unconditionally submits to the exclusive jurisdiction of the courts chosen by Dimenco.

10.5 Export Laws. The 3D product and Documentation provided under any Agreement or pursuant to these Terms and Conditions are subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Customer agrees to comply fully with all laws and regulations of the United States and other countries (**Export Laws**) and shall assure that the 3D product and Documentation are not: (i) exported, directly or indirectly, in violation of Export Laws, either to any countries that are subject to U.S export restrictions or to any end user who has been prohibited from participating in the U.S. export transactions by any federal agency of the U.S. government; or (ii) intended to be used for any purpose prohibited by Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation.

10.6 If the delivery of the 3D product and Documentation is subject to the granting of an export or import license by a government and/or any governmental authority under any applicable law or regulation, or otherwise restricted or prohibited due to export or import control laws or

regulations, Dimenco may suspend its obligations and Customer's rights regarding such delivery until such license is granted or for the duration of such restriction and/or prohibition, respectively, and Dimenco may even terminate the Agreement, without incurring any liability towards Customer. Furthermore, if an end-user statement is required, Dimenco shall inform Customer immediately thereof and Customer shall provide Dimenco with such document upon Dimenco's first written request; if an import license is required, Customer shall inform Dimenco immediately thereof and Customer shall provide Dimenco with such document as soon as it is available.

10.7 Severability. The invalidity or unenforceability of any particular provision of these Terms and Conditions or Agreement pursuant hereto shall not affect the other provisions hereof and these Terms and Conditions and any Agreement shall continue in full force and effect without said provision and will be interpreted to reflect the original intent of the Parties.

10.8 Relationship. Nothing in the Contract, these Terms and Conditions or any Purchase Order is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another party, nor authorize any Party to make or enter into any commitments for or on behalf of any other party.

10.9 Variation. Amendment to (any document referring to) these Terms and Conditions shall not be binding on the Parties unless set out in writing, expressed to amend such document and signed by an authorised representative of each of the Parties.