



# INVOICE

ADVANTECH EUROPE B.V.

Science Park Eindhoven 5708, 5692 ER,  
Son en Breugel, NL-Netherlands

Tel / Fax: +31 40-267-7000 / +31 40-267-7001

VAT-No.: NL806976809B01

Invoice No.: 95297083  
Invoice Date: 14.10.2024  
Terms of Payment: Cash advance - wire transfer  
Your VAT Reg No: FR90750635690  
Your EORI No: FR75063569000035  
Ship Via: Advantech Forwarder  
Tracking No: TNT 950809869  
Shipped from: EUH1 - Netherlands  
Shipping Date: 14.10.2024  
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Bill To:E1FRRE02  
REDUCIO EURL

5 RUE DU TALUS

67400 ILLKIRCH-GRAFFENSTAD  
France  
factures@direct.reducio.fr

Ship To:E1FRRE02A  
LILLY FRANCE,

ZA 2 RUE DU COLONEL LILLY

67640 FEGERSHEIM  
France  
fournisseur@direct.reducio.fr

Sold To:E1FRRE02  
REDUCIO EURL

5 RUE DU TALUS

67400 ILLKIRCH-GRAFFENSTAD  
France  
fournisseur@direct.reducio.fr

External Note:

Sales Order: EU106823

PO No.: ZB-702424

DN No.: 86133112

| Item | Part Number<br>Description            | Customer P/N | TARIC - COO<br>Gross / Net Weight  | Quantity | Unit Price | Amount |
|------|---------------------------------------|--------------|------------------------------------|----------|------------|--------|
| 1    | PPC-STAND-A1E<br>Stand For PPC Series |              | 83025000-CN<br>8,000 KG / 7,500 KG | 1        | 132,05     | 132,05 |

|                               |            |               |
|-------------------------------|------------|---------------|
| Sub Total Net:                | EUR        | 132,05        |
| Freight Fee:                  | EUR        | 17,03         |
| Urgent shipment Freight Fee:  | EUR        | 0,00          |
| Pallet(s) Cost:               | EUR        | 0,00          |
| Insurance Fee:                | EUR        | 0,66          |
| Restocking Fee:               | EUR        | 0,00          |
| Additional Service Fee:       | EUR        | 0,00          |
| Inbound Freight Contribution: | EUR        | 0,00          |
| <b>Total Net:</b>             | <b>EUR</b> | <b>149,74</b> |
| VAT (0% & Other EC):          | EUR        | 0,00          |
| Insurance Tax (0%):           | EUR        | 0,00          |
| <b>TOTAL:</b>                 | <b>EUR</b> | <b>149,74</b> |

## Notes:

Incoterms (2020): DDP Delivered Duty Paid FEGERSHEIM, FR

Intracommunity supply (EU Directive no 2006/112/EC in the article 138)

This agreement is entered into on the basis that Dutch law applies with the exclusion of the Vienna Convention on the International Sale of Goods (CISG) and the General Terms and Conditions of Advantech Europe BV (the Conditions), attached hereto, apply to this and any and all agreements to be concluded by us as regards any sale of goods or service to the express exclusion of any general terms or conditions of purchase or procurement that have been referred to in any order, proposal or any other inquiry as regards the items that this invoice relates to. By entering into an agreement with us, you declare that you have received, read and accept the Conditions.

The Conditions inter alia, include a choice of law and venue, as well our warranty terms and a limitation of liability.

If there is a discrepancy between the terms of the agreement and the General Terms and Conditions, the terms of the agreement will prevail.

Packed in 1 box.  
Total gross weight: 4.00kg  
Dimensions in cm: 1x 40x30x30 [M]  
Non-recycled Plastic Packaging - Total Weight: 281.972 g  
Recycled Plastic Packaging - Total Weight: 0 g

BNP PARIBAS PARIS, FRANCE  
IBAN: FR76 3000 4013 2800 0125 1756 404  
SWIFTCODE: BNPAFRPP

Commercial Registry 24284472  
Chairman & CEO: Ke-Cheng Liu  
General Manager: Ke-Cheng Liu

## GENERAL TERMS AND CONDITIONS OF ADVANTECH EUROPE

(Version 202311a)

**ARTICLE 1: APPLICABILITY OF THESE TERMS AND CONDITIONS**

The following terms and conditions apply to all offers and agreements - including future agreements - within the context of which Advantech Europe B.V., registered with the trade register of the Dutch Chamber of Commerce under number 24284472, hereinafter be referred to as "Advantech", supplies or makes available items or software, under whatever title - including but not limited to purchase, licence or contract - or performs any other service, and to any statements made in that context. The terms "product" or "item" are hereinafter also taken to mean software and the performance of a service, unless the contrary is evidently the case. All parties assigned by Advantech for the performance of the relevant agreement with Advantech can rely upon these general terms and conditions. The other party to Advantech shall hereinafter be referred to as "Customer". These conditions shall govern any offerings, contracts and related documents between Advantech and the Customer and shall be read in conjunction with Advantech's offer and the Policy (defined in article 9 paragraph 2) and other related documents which shall together constitute the entire agreement between Advantech and the Customer to the exclusion of any other terms and conditions, unless Advantech explicitly consented thereto in writing. Due to the local circumstances, these articles could be subject to change. Advantech reserves the right to change these General Terms and Conditions of Advantech Europe at any time.

**ARTICLE 2: CONCLUSION AND CONTENT OF THE AGREEMENT SECURITY**

1. Unless otherwise stated, all offers made by Advantech are without obligation. Advantech is entitled to cancel any agreement during a period of three working days after receipt of acceptance from the Customer. If an unforeseeable change of circumstances occurs during the validity period of an offer or during the execution of an order or an agreement, Advantech reserves the right to revise its offer and the associated price or the terms of the agreement in order to reduce the effects due to such change of circumstances. In the event of Customer's refusal, Advantech is entitled to withdraw the offer and/or terminate the order or agreement, at the date and under the conditions it determines. In due observance thereof, the agreement between Advantech and the Customer will be concluded when the Customer accepts Advantech's offer unconditionally in writing or when Advantech accepts the Customer's order, subject to conditions or otherwise. All Customer's (purchase) orders are unconditional, non-cancelable by Customer and non-refundable. If Advantech sends out a written confirmation or acceptance, the content thereof is considered to be agreed, unless the Customer objects in writing within three working days of the dispatch of the written confirmation of acceptance. With regard to the prices, Advantech refers to the provisions contained in article 3. For software, please refer to article 5 and elsewhere of these general terms and conditions.

2. Cancellation at the request of the Customer of an agreement once it has been concluded can only take place after Advantech's prior written consent. Such consent will always be given on condition that all costs incurred by Advantech and the damage it has suffered, including (without limitation) loss of profit, are compensated.

3. Advantech is at any time entitled to demand the provision of adequate security before and after the contract is concluded.

4. The (potential) Customer bears the risk for the incorrect provision of information.

5. If Advantech shows or submits to the Customer documentation, illustrations, samples or models, in any way whatsoever, this will serve purely for reference purposes; the item/service need not necessarily conform to such a description, unless and insofar as the parties expressly agree the contrary in writing.

6. Unless otherwise agreed in writing, in relation to the products to be delivered/made available by it, Advantech will never be bound to do more than deliver/make available said products in accordance with its own specifications contained in its documentation. This documentation is available to the Customer in writing in the form of brochures or otherwise, and/or electronically via publication on its website. The Customer acknowledges and agrees that it has consulted this documentation by the time of ordering at the latest, and that it understands and accepts it. Advice given by Advantech (verbally or otherwise) - including if Advantech gives advice on how to use its products - is not intended, under any circumstances, to make Advantech bound by specifications other than those found in the above documentation, unless otherwise agreed in writing. Unless the Customer specifies to Advantech the purpose for which it intends to use the products prior to the contract being concluded, Advantech accepts no liability for their suitability for any particular purpose, save where the suitability of a product for a specific purpose explicitly appears from the aforementioned documentation.

7.

**ARTICLE 3: PRICES, PAYMENT AND COSTS**

1. Unless expressly stated otherwise in writing by Advantech, the prices it quotes:

- (a) are based on Advantech's list prices that are valid at the time the order is confirmed;
- (b) are based on the conditions of delivery outlined in article 4 paragraph 1 or agreed individually with the Customer;
- (c) exclude VAT, import/export duties and other taxes, levies and duties;
- (d) exclude assembly, installation and commissioning costs, unless expressly stipulated otherwise;
- (e) if Advantech has to carry out the work specified in sub-clause (d) above, prices are provided on condition that the Customer will fulfil its obligations specified in article 6.

2. Advantech is entitled to vary any prices agreed with the Customer if and in as far as cost determines for the product change between the date of the purchase agreement and delivery date.

3. Unless otherwise agreed, payment must be made within thirty days of the date of Advantech's invoice to the account nominated in the invoice. Customer is solely responsible for any costs associated with any payment transaction. The Customer cannot use rights of set-off or suspension of performance under any circumstances; these rights of the Customer are explicitly excluded. As soon as the period of 30 days expires the Customer will be in default, with no requirement of notice to this effect, and it will owe interest on the end total of the invoice proportionate to the statutory commercial interest rate as specified in article

6:119a of the Dutch Civil Code for the amount due and payable from the due date of the invoice, without prejudice to any other rights of Advantech.

4. If Advantech has reasonable grounds to suspect that the Customer will not meet its obligations, as specified in article 2 paragraph 3, Advantech will be entitled to cash on delivery within the Netherlands and (with regard to consignments destined for delivery outside the Netherlands) to demand advance payment of the purchase price and, where the occasion arises, transport costs.

5. The Customer will owe Advantech all extrajudicial and court costs (including lawyer's fees) if it fails to make payment of the sum due to Advantech or otherwise does not comply with its obligations under the agreement with Advantech.

6. Payments to be made by the Customer or third parties will always be applied in the first instance to those claims for which Advantech cannot assert the retention of title and right of pledge described in article 7. In observance thereof, payments will be applied in the first instance to all costs owed, thereafter to all outstanding interest and, finally, to the most senior capital debt.

**ARTICLE 4: DELIVERY**

1. Delivery shall be Ex Works, at the location designated by Advantech, unless explicitly agreed otherwise between the parties in writing, and the terms and conditions of delivery shall be interpreted in accordance with the ICC Incoterms 2020. In case of a conflict between the ICC Incoterms and these Conditions, the latter shall prevail.

2. The Customer is obliged vis-à-vis Advantech to take immediate delivery of the purchased item/service offered, as soon as offered. If the Customer fails to accept delivery of the item, the item will be deemed to have been delivered at the time Advantech offered the item (without prejudice to Advantech's right to cancel the contract and/or compensation), and Advantech will retain such items from that moment on at the Customer's expense and risk. Advantech is entitled in that instance to invoice the Customer. It shall remain the Customer's responsibility to insure the item and Advantech shall have no liability for loss of or damage to the item following the Customer's failure to accept delivery under this article 4 paragraph 2. Any costs of return shipment and storage shall be payable by the Customer and shall be without prejudice to Customer's obligation to fulfill its contractual obligations to Advantech as if delivery has duly taken place.

3. Agreed delivery dates are approximate only and Advantech shall not be liable for any delay in delivery however caused. Time for delivery shall not be deemed strict deadlines ("fatale termijnen") unless explicitly agreed by Advantech in writing. In the event of late delivery, Advantech must be given written notice of default; Advantech must be granted a reasonable deadline, set in consultation with it, within which it can perform.

4. Advantech is entitled to make partial deliveries in accordance with paragraphs 3 and 5 of this Article 4.

5. The delivery date will be extended (i.e., the delivery will be suspended by Advantech) in such case that the Customer has failed to meet its obligations towards Advantech, including but not limited to payment obligations and obligations to provide the necessary information and resources.

6. If the Customer wants to return items to Advantech, the prior consent of the latter is required, as laid down in the Advantech Europe Warranty and Repair Policy referred to in article 9 paragraph 2.

7. The provisions of this article also relate to each individual delivery within the context of a delivery-on-call agreement.

**ARTICLE 5: SOFTWARE AND INTELLECTUAL PROPERTY**

1. If Advantech sells software or items containing software - or makes software available under a different title - it is acknowledged and agreed between the parties that despite the use of words such as "buy" or "sell", a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable, and paidup license is merely being granted for this software for the duration of the services, and the rights in the software are not being sold. The licensed software is for internal use only by the Customer and, unless otherwise agreed, only for use by the agreed upon number of end-users. If Advantech, for its part, has obtained a sub-license for the software, it is acknowledged and agreed between the parties that the entitled party is the owner of the software and can realize rights of ownership regarding it.

2. The intellectual property rights with regard to the documentation specified in article 2 paragraph 6 and other documents including (but not limited to) offers supplied by Advantech to the Customer rests solely with Advantech. The Customer shall return such documents to Advantech immediately upon demand.

3. The Customer is not permitted to remove or modify any notice in relation to copyright, brand names, trade names or other intellectual or industrial property rights from the software or from movable goods supplied.

4. Advantech is entitled to adopt technical measures to protect the equipment and software it is going to provide.

5. The Customer is not allowed, without the prior written consent of Advantech, to dismantle or decompile, reverse engineer, copy, translate, adapt, introduce variations to, or modify all or part of the software supplied by Advantech, except where permission is granted as a result of the applicable licence terms and conditions and in accordance with applicable law. The Customer is also not allowed to use, or facilitate or allow others to use the software supplied by Advantech:

- For any illegal or fraudulent activities;
- To violate the rights of others;

- To threaten, incite, promote or actively encourage violence, terrorism, or other serious harm;
  - For any content or activity that promotes child sexual exploitation or abuses;
  - to violate the security, integrity, or availability of any user, network, computer or communications system, software application, or network or computing device;
  - to distribute, publish, send, or facilitate the sending of unsolicited mass email or other messages, promotions, advertising, or solicitations (or "spam").
- Advantech may investigate any suspected violation of these general terms and conditions, and remove or disable access to any content or resource that violates these general terms and conditions. The Customer agrees to cooperate with Advantech to remedy any violation.
6. If Advantech supplies drivers to enable the correct operation of hardware products, and problems arise in relation to the operation of these drivers, the onus is on the Customer to prove that the driver is faulty.
7. If the Customer manufactures applications itself with the help of a software package to be supplied by Advantech, the Customer becomes the owner of these applications. If the applications manufactured by the Customer do not work properly, and it is the Customer's opinion that this is the result of a fault in the software supplied by Advantech, the onus is on the Customer to prove that this is the case.
8. If Advantech is commissioned by the Customer to manufacture software components, such as, for example, an ActiveX component, the Customer becomes the owner thereof upon payment, unless otherwise agreed. If the Customer alleges that the software manufactured by Advantech is faulty, the onus is on the Customer to prove this.

## **ARTICLE 6: INSTALLATION OF HARDWARE AND SOFTWARE**

1. Any assembly or installation work will be carried out at the Customer's risk and expense, unless otherwise agreed in writing. Connecting of products supplied by Advantech or software installation is not included in the price, unless otherwise agreed in writing. Coupling with existing equipment and/or software is only implemented if expressly agreed and against payment based on the rates in force at Advantech. The installation site must satisfy technical requirements and - if appropriate - the individual requirements agreed by Advantech and its customers.
2. If parties expressly agreed to include the interconnection of items supplied by Advantech or software installation, then the work will be deemed completed:
  - (a) Upon written approval by the Customer; or
  - (b) When eight working days have passed since the day on which Advantech notified the Customer in writing that the work was installed, completed or operational, and no written comments or complaints concerning the work have been received from the Customer within this period, or if the Customer has omitted to request an acceptance test from Advantech within this period of time. Advantech is also entitled to demand an acceptance test. Once this test has been carried out, with the co-operation of each of the parties, Advantech will present a completion form to the Customer on which the latter can record its approval. Minor, nonessential faults that Advantech will rectify as soon as possible, do not constitute grounds for withholding approval. Following delivery, Advantech's liability is limited to any hidden defects that fall under the responsibility of Advantech, on condition that the Customer notifies Advantech within ten working days of their discovery
3. After installation approved in Article 6 paragraph 2, for situations without a separate service level agreement, software service subscription, or related agreement, software or firmware (SW/FW) will follow the general maintenance policy as outlined below:
  - (a) During the product warranty period, Advantech will make best efforts for SW/FW maintenance (including SW/FW updates release, workarounds, or patches for SW/FW bug fixes and security patches after the approval mentioned above), as specified below:
    - (1) For standard SW/FW, Advantech may release maintenance-related information at irregular intervals.
    - (2) For customized SW/FW, Advantech may release maintenance-related information at irregular intervals and provide maintenance on charge.
    - (3) Advantech reserves the right to decide whether to accept specific maintenance requests from customers.
    - (4) SW/FW maintenance will be limited when SW/FW supplier stop maintenance or vendor/Advantech product is EoL. Latest SW/FW maintenance will stop at SW/FW EoL.
  - (b) Software Support (including, but not limited to, software technical support service, software failure support, R&D export consultancy) is only provided within the product warranty.
  - (c) Change requests for new features within the product warranty period shall be subject to Advantech's sole discretion to accept or reject, and Advantech reserves the right to determine the applicable customization fees (NRE), scope, and schedule.

## **ARTICLE 7: RETENTION OF TITLE AND PLEDGE**

1. All deliveries take place subject to retention of title. Advantech retains ownership of the items delivered or to be delivered to the Customer under any agreement to which these conditions apply until the Customer has effected the following:
  - (a) paid the price in full for all these items, plus all outstanding interest and costs,
  - (b) paid all debts in full relating to the work carried out or to be carried out by Advantech on its behalf, within the context of the agreements concerned,
  - (c) paid all debts owed by it to Advantech due to failure to meet the above obligations.

The Customer agrees to and shall fully cooperate to establish the retention of title as intended and mentioned herein or any comparable form of the retention of title according to any applicable foreign laws, to achieve that Advantech retains ownership of the delivered products until the Customer has fulfilled all obligations arising from the agreements between Customer and Advantech. The Customer cannot use the item falling under the retention of title in any way as security for claims other than those of Advantech.

2. The parties agree that a right of pledge in favor of Advantech will be established

on movable, nonregistered property, obtained by Advantech from the Customer, as security on claims that Advantech has, or will obtain, on the Customer, for whatever reason. The right of pledge will be established without further formalities at the moment Advantech takes possession of the item in question. The Customer is not authorized to pledge or otherwise encumber the products falling under the retention of title (other than the aforementioned pledge to Advantech).

3. If the Customer fails to perform its obligations under the contract with Advantech, Advantech shall be entitled to terminate the contract wholly or in part for cause and to repossess all products delivered under retention of title without prior notice of default and without prejudice to Advantech's right for damages and compensation of costs. Customer will be reimbursed with any price already paid, less any damage suffered, and costs borne by Advantech.
4. If any third party claims any right to, or in connection with, an item falling under retention of title, or an item on which right of pledge is established as specified in the previous paragraph, the Customer is obliged to notify this third party without delay of Advantech's right and inform Advantech without delay about this matter.

## **ARTICLE 8: FORCE MAJEURE**

Neither party will be liable for any failure to perform its obligations hereunder, other than payment obligations, due to force majeure, whereas force majeure means any circumstances or causes beyond the party's reasonable control, including, without limitation: strikes and/or illness of Advantech's employees, breach of contract and/or force majeure on the part of its suppliers, carriers or other third parties involved in the agreement, traffic congestion, natural disaster, war or mobilisation, shortage of materials, blocking government measures, fire and other accidents in its company, as well as other circumstances due to which it cannot reasonably be required to continue performance of the agreement or do so fully. In addition, force majeure will be deemed to have occurred if it can be reasonably assumed that the hindrance will render all or part of the agreement definitively impossible. Thus, if force majeure occurs and either party is prevented, hindered or delayed from performing its obligations under any contract to which these terms and conditions relate for a limited period, each of the parties is entitled to dissolve the agreement fully or in respect of the part to which force majeure applies. In the latter case, the parties will be obliged to perform the undissolved part of the agreement. The Customer's right of dissolution as specified in the previous sentence will not apply if it has no interest in immediate termination, or no interest that can reasonably be respected. In this connection, the Customer must supply Advantech with information if required and give grounds for any dissolution. If a decision is taken to proceed with dissolution as laid down in this article, neither party will owe compensation to the other in respect of the dissolved part of the agreement, other than for complying with their obligations following the dissolution (e.g., cancellation obligations).

## **ARTICLE 9: INSPECTION AND COMPLAINTS**

1. The Customer is obliged to inspect the items supplied by Advantech/the service performed by Advantech immediately upon delivery to ascertain satisfactory quality, insofar as such an inspection is reasonably possible within the said time frame, and in any event to perform a check to ascertain volumes and any immediately visible faults. If the Customer wants to make complaints in this respect, it must provide written notice outlining the nature of the problem to Advantech and make a record on the delivery note, within fifteen working days of delivery of the item/service.
2. Without prejudice to the provisions of paragraph 1 of this article, complaints made by the Customer will be handled on the basis of the "Advantech Europe Warranty and Repair Policy" in force from time to time (hereinafter "the Policy"), which is available either in hard copy upon request from Advantech or can be found at the following internet address: <http://erma.advantech.com/Pro/CustomerForm/Policy/europe>. In this text the term "warranty" implies nothing other than an attributable shortcoming.
3. In respect of delivery following completion of assembly/installation/commissioning work, the provisions contained in article 6 shall apply.
4. Submission of a complaint does not release the Customer from its payment obligation and does not entitle it to defer any payment.

## **ARTICLE 10: LIABILITY**

1. For the different products, Advantech employs various warranty periods. These are set out in the Policy referred to in article 9 paragraph 2. For composite products, such as computers, there is no warranty period for the product as a whole, but only warranty periods for the component parts individually, as described in the Policy.
2. If Advantech acknowledges (which acknowledgement will always be conditional unless otherwise stated) that a failing can be attributed to it, Advantech shall be entitled to remedy such failing and inform the Customer of the following within a reasonable period of time after the Customer has invoked this failing:
  - (a) it will deliver/re-deliver any item (or part of an item) which is missing at no extra cost; or
  - (b) it will implement remedial action at no extra cost; the replacement parts can be new or reconditioned, at the discretion of Advantech, and the replaced parts will become the property of Advantech; or
  - (c) it will reimburse the purchase price paid.
 If Advantech acts within a reasonable time after the Customer has made the complaint, Advantech's obligations under the agreement shall be deemed to have been fulfilled correctly and the Customer shall not be entitled to compensation. If Advantech elects to reimburse the purchase price, this shall constitute the dissolution of the agreement.
3. Advantech limits its total and aggregate liability, regardless of the nature thereof, whether arising in contract, tort or otherwise, to a maximum of the agreed price actually paid to Advantech for the item/service in question (excluding VAT) if it is found that Advantech owes compensation under any title whatsoever, except in the case of death or personal injury arising from its negligence or deliberate recklessness. In no event shall Advantech be liable for
  - (i) any indirect, incidental, special, consequential, punitive or intangible damages, even if it has been advised of the possibility thereof or
  - (ii) any damages resulting from loss of use of data, loss of profits, goodwill, orders or business opportunities, anticipated savings, damage to reputation, interruption of service, etc. and losses of whatever nature claimed by the Customer.

In addition, Advantech shall be under no liability in the event of damage caused to Customer's data or programs, it being acknowledged that the Customer has to save such data at its own costs. No data shall under any circumstances be reinstalled by Advantech in the product in case of damage. The Customer must comply at its own exclusive costs with all applicable laws and regulations in force in the country where the product is delivered or used.

Advantech shall be under no liability and no obligation to compensate in case of force majeure.

4. Advantech will bear or accept no liability, and any claim in respect of an alleged shortcoming on the part of Advantech will lapse, if the Customer carries out modifications and/or adjustments and/or repairs and/or maintenance on the product itself, or has such carried out, or if the delivered item is not being, or has not been, used or handled carefully in accordance with the accompanying or applicable manufacturer's instructions/user manual, or is being, or has been, used or handled improperly or carelessly, or if the item delivered is being used or applied for other than the intended purposes (specified in Advantech's documentation referred to in article 2 paragraph 6) - including situations where the product is being used in combination with any product or software not supplied by Advantech whilst the product supplied by Advantech itself is in compliance with the agreement - or if the item delivered is being, or has been, used in a way that Advantech could not have reasonably anticipated, or has been manufactured in accordance with the Customer's instructions and this has had a bearing on the damage that has arisen. Advantech is not liable for damage arising as a result of normal wear and tear of the product it has supplied. If and insofar as the provisions of this paragraph conflict with the provisions of the Policy referred to in article 9 paragraph 2, and this Policy applies between the parties, the provisions of the Policy will prevail.

5. Liability shall only be accepted for advice given by Advantech, up to the maximum amount referred to in this article, if:

- (a) Advantech has received all relevant information, both solicited and unsolicited, from the other party, and
- (b) Advantech has specifically issued advice that has been tailored to and worked out on the basis of the situation in question, and
- (c) The Customer can prove that Advantech's advice was followed in full and did not lead to the result that Advantech had promised.

6. For the purposes of this article unlawful action is also considered as an attributable shortcoming. "Warranty" is understood to mean an attributable shortcoming.

#### **ARTICLE 11: APPLICABLE LAW AND COMPETENT COURT**

1. Dutch law applies to all agreements concluded by Advantech to which these conditions apply and any non-contractual obligations arising therefrom, to the exclusion, of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

2. All disputes arising out of or in connection with this agreement will be resolved by the Amsterdam District Court following proceedings in English before the Chamber for International Commercial Matters ("Netherlands Commercial Court" or "NCC District Court"), to the exclusion of the jurisdiction of any other courts. An action for interim measures, including protective measures, available under Dutch law may be brought in the NCC's Court in Summary Proceedings (CSP) in proceedings in English. Any appeals against NCC or CSP judgments will be submitted to the Amsterdam Court of Appeal's Chamber for International Commercial Matters ("Netherlands Commercial Court of Appeal" or "NCCA"). The NCC Rules of Procedure apply.