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General Terms and Conditions of Sale of McNetiq BV

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Article 1.
Definitions

Buyer:	The entity purchasing the Products
Contract:	The contract between Parties for the sale and purchase of the Products (including any distribution agreement)
Incoterms:	The international rules for interpretation of trade terms of The International Chamber of Commerce (2010)
Intellectual Property Rights:	All trademarks and trade names, patents, designs and any other intellectual and industrial property rights related to the Products.
Order:	Order issued by the Buyer to the Supplier for delivery of the Products
Parties:	Buyer and Supplier
Products:	The Products (including any parts of them) which the Supplier is to supply in accordance with these Terms.
Supplier:	McNetiq BV, a limited liability company (<i>besloten vennootschap</i>) registered under the commercial registry under number 52010430 with its office at Veenderdijk 13 2375AX Rijpwetering, the Netherlands
Terms:	General terms and conditions of sale set out in this document
Written/in writing:	Includes electronic messages and facsimile

Article 2.
The applicability of the conditions

- 2.1 These Terms shall apply to all Contracts between Supplier and Buyer. They are valid for all past and future business relationships even where they are not expressly agreed upon. In the event of any conflict or inconsistency between the Terms and the terms and conditions contained in the Contract, the Contract shall take precedence.
- 2.2 Any general terms and conditions of Buyer shall not apply.
- 2.3 If any provision of these Terms is held to be invalid or unenforceable in whole or in part, the validity of the other provisions in the Terms and the remainder of the provision in question shall not be affected.

- 2.4 No waiver by the Supplier of any breach of the Terms shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 2.5 No waiver, alteration or modification of these Terms shall be binding upon Supplier unless made in writing and signed by a duly authorized representative of Supplier.

Article 3.

Offers and conclusion of Contracts

- 3.1 All offers made by Supplier, in whatever form, are non-binding and can be revoked at any time, even if such an offer has been accepted by the Buyer. An offer automatically lapses if the Products to which the offer refers are no longer available.
- 3.2 Supplier cannot be held to an offer if Buyer can reasonably understand that the offer (or part thereof) contains an error.
- 3.3 Supplier cannot be held to an offer if the acceptance deviates from the original offer (even if the deviations are minor) unless Supplier accepts the deviations in writing.

Article 4.

Delivery

- 4.1 Products will be delivered Ex Works in accordance with Incoterms.
- 4.2 Supplier and Buyer shall agree upon a delivery date in writing. In case Products are not collected by Buyer on the agreed delivery date the risk of loss or damage is automatically transferred from Supplier to Buyer on such agreed delivery date.
- 4.3 In case Products are not collected by Buyer on the agreed delivery date Supplier is entitled to store the Products for the account and risk of Buyer.
- 4.4 Supplier is entitled to deliver in instalments and to invoice these separately. Buyer is obliged to pay these invoices as if they were invoices for separate Contracts.
- 4.5 The mere exceeding of an agreed delivery term shall not result in default on the part of Supplier. In that case Buyer shall be entitled to demand that delivery will as yet take place within a reasonable time, failing which Buyer is entitled to unilaterally dissolve the Contract, unless Supplier can appeal to force majeure. Supplier shall not be under the obligation to pay compensation for any kind of damage in case of late delivery.

Article 5.

Product prices

- 5.1 The prices quoted by Supplier are in Euros and Ex Works (in accordance with Incoterms).
- 5.2 Supplier reserves the right, by giving written notice to Buyer at any time before delivery, to increase the price of the Products to reflect any increase in if the costs of the raw materials, auxiliary materials, energy and/or other costs determining factors.
- 5.3 Buyer shall be responsible for complying with all legislation and regulations governing the import of the Products into the country of destination and for the payment of any taxes and duties.

Article 6.

Terms of payment

- 6.1 Payment shall be made by transfer to Supplier's bank account.
- 6.2 Unless agreed otherwise in writing, all ordered Products shall be paid in full in advance. Buyer is neither entitled to set-off against any outstanding balance nor to suspend its payment obligation.
- 6.3 Unless Supplier receives a written objection from Buyer within 8 days of the invoice date the invoice will be considered to correctly reflect the Contract. Any objections against the amount invoiced do not suspend the Buyer's payment obligation.
- 6.4 If the Supplier has reasonable grounds to assume that Buyer will not fulfil its obligations under the Contract, Buyer will upon first request provide a bank guarantee or other security satisfactory to Supplier.
- 6.5 If Buyer fails to make any payment on the due date, Buyer shall be in default by operation of law. Supplier will be entitled from the due date onwards, without any notice of default being required, to charge Buyer interest at a rate of 3% per month (or part of the month) on the unpaid balance until the time of complete payment of the invoice amount.
- 6.6 All judicial and extrajudicial costs incurred by Supplier in connection with the Contract shall be for Buyer's account. Buyer will owe interest at a rate of 3% per month (or part of the month) on the judicial and extrajudicial costs until the time of full payment.

Article 7.

Product maintenance and registration

- 7.1 Buyer will keep a detailed register of the installed Products.

This register shall as a minimum contain the following information:

- Name of Client

- Exact location of the installed Products
- Individual Product codes and description of the installed Products

- 7.2 The register shall at all times be fully accessible to Supplier or any authority designated by Supplier. By the end of each calendar quarter Buyer shall send an overview of changes in the register to Supplier.
- 7.3 Products can only be installed and maintained by qualified staff in accordance with the local laws and regulations.
- 7.4 The user manual of the Products will be complied with and respected by Buyer.

Article 8.

Retention of title

- 8.1 Supplier shall retain title to the Products until Buyer has paid to Supplier all outstanding amounts for the Products.
- 8.2 As long as title to the Products remains with Supplier, Buyer shall not be authorised to lease, pledge or otherwise encumber the Products.
- 8.3 As long as title to the Products remains with Supplier, Buyer will immediately inform Supplier when the Products are (threatened to be) attached or any third party otherwise claims (any part of) the Products.
- 8.4 In case Supplier wishes to exercise its property rights, Buyer unconditionally and irrevocably gives in advance permission to Supplier or third parties designated by Supplier to enter those places where the Supplier's Products are located and to recover those Products. All costs related to the recovery of the Products shall be for the account of Buyer.

Article 9.

Suspension, termination

- 9.1 Supplier is entitled to withhold delivery of Buyer's Products until Buyer has fulfilled all its obligations to Supplier unless Buyer has provided adequate guarantee.
- 9.2 Each Party is entitled to suspend its obligations and/or terminate the Contract with immediate effect if the other Party is declared bankrupt or a request for its bankruptcy is filed, if the other Party has applied for or has been granted suspension of payments or moratorium, or any other circumstance as a result of which the other Party can no longer freely dispose of its assets.
- 9.3 In the event of force majeure, Supplier has the right to cancel the Contract or to suspend the performance of its delivery obligations for the duration of the force majeure. In these Terms, force majeure refers to: any circumstance beyond reasonable control of Supplier, including but without

any limitation strikes (foreseen or unforeseen), war, riot, public disorder, economic sanctions, fire, flood, explosion, epidemic, shortage of raw materials or utilities, and governmental measures limiting the production, transportation or delivery of the Products.

- 9.4 In case of termination of the Contract all claims of Supplier against Buyer are immediately due and payable, without any notice of default.

Article 10.

Complaints

- 10.1 Buyer shall report any shortage, defect and damage of the delivered Products in writing to Supplier within 8 working days from delivery of the Products. If no timely complaint is received, the Products will be deemed to have reached Buyer complete, in good condition and without damage. Temporary storage as a result of circumstances described under article 4.3 shall not discharge Buyer from the obligations mentioned in this article.
- 10.2 If Buyer has not submitted a complaint in accordance with article 10.1 it is not entitled any remedy under the Contract.

Article 11.

Warranty

- 11.1 Supplier only provides warranty coverage for Products which have been manufactured by Supplier.
- 11.2 Supplier's warranty does not extend to:
- defects that arise other than from defectiveness of materials or manufacturing;
 - materials, components or designs which have been used or applied in consultation with Buyer.
- 11.3 Supplier is not aware of the existence of any rights of third parties which are infringed as a consequence of the performance of the Contract. If nevertheless such a case occurs, Supplier shall not be liable for the damages resulting therefrom.
- 11.4 Supplier's warranty will become null and void if:
- defects have arisen from misuse, negligence and/or failure to follow Supplier's instructions or user manuals.
 - third parties have made repairs or alterations to the Products.
 - buyer does not meet its obligations under the Contract.
 - buyer does not report the defect within eight working days after delivery of the Products.
- 11.5 The period of warranty as mentioned in this article 11 will be 6 months from the day of delivery. After this period all warranties will be deemed null and void.
- 11.6 Buyer shall indemnify Supplier for any claims from third parties with respect to damage related to the Products delivered by Supplier and passed on to third parties by Buyer.

Article 12.

Liability

- 12.1 Supplier's liability for defective Product or any other breach of a Contract shall be limited, at Supplier's option, to replacement of the Product in question or repayment of the purchase price (to the extent this has been paid).
- 12.2 Supplier is not liable for any indirect, special or consequential loss or damage suffered by Buyer or any third party.
- 12.3 Buyer shall notify Supplier in writing of damages suffered within 10 working days after it has become aware or could have become aware of the damage, failing which any rights to compensation will lapse.
- 12.4 In deviation from any statute of limitation, any claim against Supplier shall expire within one year from the date the claim arose.

Article 13.

Confidential information

Buyer shall during the term of the Contract and a period of 2 years thereafter not disclose any information concerning the relation between Supplier and Buyer, the Products, Supplier's activities and contacts, or any other information obtained as a result of the Contract, to third parties unless the disclosure is necessary for the performance of its obligations under the Contract or a legal obligation mandates disclosure of that information. This obligation will not apply to information published by Supplier or otherwise in the public domain other than by breach of the Contract.

Article 14.

Intellectual Property Rights

All patents, trademarks, designs, illustrations, manuals, drawings, models, program descriptions, know-how and other intellectual property rights etc. with respect to the Products remain the property of Supplier.

Article 15.

Jurisdiction and dispute resolution

- 15.1 The Contract shall be governed by and construed in accordance with the laws of the Netherlands. The provisions of the UN Convention on Contracts for the International Sale of Goods (CISG) do not apply.

- 15.2 All disputes arising in connection with the Contract, or further agreements resulting therefrom, shall be settled in accordance with the Arbitration Rules of the Netherlands Arbitration Institute. The place of arbitration shall be Amsterdam, the Netherlands. The proceedings shall be conducted in the English language.