

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY OF 2L CENTRAL EUROPE B.V.

1 General

- 1.1 These General Terms and Conditions shall apply to all offers, quotations and contracts entered into by 2L Central Europe B.V. (hereinafter referred to as "**Seller**") for goods and/or services (hereinafter referred to as "**Products**") supplied to the buyer/customer (hereinafter referred to as: "**Buyer**").
- 1.2 Any deviations from these General Terms and Conditions or any specific part of the contract shall only be binding upon Seller insofar as such deviations or amendments have been agreed in writing by Seller.
- 1.3 In the event that any provision of these General Terms and Conditions is declared null and void, all remaining provisions of these General Terms and Conditions shall remain unimpaired and Seller and Buyer shall enter into discussions in order to reach agreement concerning replacement of the invalid or rescindable provisions which will be as similar as possible in context and purport to the original provision.
- 1.4 The applicability of any purchase terms or other terms and conditions operated by Buyer shall be excluded, unless expressly agreed otherwise in writing by the parties.
- 1.5 If the term Buyer shall denote a multiple of (legal) persons or companies, each shall be jointly and severally liable for the performance of all obligations arising under the contract entered into with Seller.

2 Offers and Contract

- 2.1 All offers and quotations submitted by Seller, to also include illustrations, drawings, capacity specifications, particulars, diagrams, price lists, lists of materials and other documentation, shall be without undertaking on its part, unless expressly provided otherwise in the offer or quotation.
- 2.2 If an offer or quotation submitted by Seller shall include an offer without prejudice and subject to contract and such offer or quotation is accepted by Buyer, Seller shall be entitled to rescind this offer within two days of receiving notice of acceptance from Buyer.
- 2.3 A contract shall be first concluded at such time that Seller has confirmed the order in writing or has actually implemented the terms of the Contract.
- 2.4 The choice of a product or service shall be for the sole account and risk of Buyer.

3 Price and Payment

- 3.1 Unless expressly agreed otherwise, the prices quoted by Seller in, inter alia, catalogues, price lists and advertisements are in Euros, delivery free in the Netherlands, and exclusive of Value Added Tax. The aforementioned prices shall apply to the service or delivery specified in the order confirmation. Any additional or special services shall be charged separately. A surcharge of Euro 15.00 for dispatch and administration costs shall be made on orders of less than Euro 720.00. All orders in excess of Euro 720.00 shall be free of dispatch and administration costs, unless agreed otherwise.
- 3.2 Seller shall be entitled to pass on to Buyer all price-increasing factors, which shall be deemed to include increase in cost price and rates for materials, wages, national insurance contributions, taxes, transportation charges, (manufacturing) costs of suppliers, or exchange rate fluctuations, which have taken place after submission of the offer or implementation of the contract respectively. An increase in the cost price within three months of submission of the offer or implementation of the contract shall entitle Buyer to cancel the contract in writing, unless within seven days of receipt of such notice of cancellation from Buyer, Seller notifies Buyer that such price increase will not be put into effect.
- 3.3 Payment by Buyer shall be made on basis of an invoiced amount and, at the discretion of Seller, settled (wholly or partially) by

telephonic transfer in advance, by cash payment or within a period specified on the invoice or agreed otherwise.

- 3.4 If the Products cannot be delivered out of the stock sufficiently to deliver the full order, Seller has the right to split up the order. In that case Seller will send Buyer an invoice for only that part of the order that has been sent. As soon as the other products are deliverable again, Seller will send an invoice for that part of the order.
- 3.5 If Buyer fails or fails promptly to fulfil its payment obligations, by operation of law Buyer shall be in default without any further notice, and legal interest shall become due and payable from the expiry date of the invoice, to be calculated monthly, whereby any part of a month shall be calculated as one whole month. Furthermore, Seller shall be entitled to instigate debt recovery measures. All collection costs, both judicial and extrajudicial, and the costs of external specialists and costs determined by the court, shall be due and payable by Buyer to Seller, the amount being determined in conformity with the applicable points system up to a maximum of 15% of the total sum, and with a minimum of Euro 331.00.
- 3.6 Buyer shall not refuse to meet its payment obligations on basis of the fact that Seller has not or not fully complied with its guarantee obligations.

4 Delivery

- 4.1 Delivery of Products shall be made to a place to be agreed between the Buyer and Seller, by means of transfer of Products to Buyer or its designated representative, and receipt duly signed by Buyer or its designated representative.
- 4.2 All delivery terms are to the best of its knowledge determined by Seller on basis of the information at its disposal when entering into the contract and shall be adhered to as closely as possible. Seller shall not be deemed to be in default solely by reason of exceeding a specified delivery term. If it is anticipated that a delivery term cannot be met, Seller and Buyer shall enter into negotiation as soon as possible. In the event that any delivery term is exceeded, Seller shall not be held liable for any resultant damages incurred, unless such delivery term has been exceeded as a result of wilful or gross negligence by Seller. Delivery of Products shall be carried out in conformity with the quotation submitted by Seller.
- 4.3 If verbal or written authority is given by Buyer to a third party to order and/or take delivery from Seller for the account of Buyer, Buyer shall be required to notify Seller in writing at such time the assignment to the third party has been terminated. By failing to do so, Buyer shall be liable for damages incurred by Seller in the event Products are purchased by and delivered to a person no longer authorised on behalf of Buyer.
- 4.4 Buyer shall be obliged to accept receipt of the Products upon delivery. If Buyer refuses to take delivery, Products will be placed in storage for the risk and account of Buyer. Buyer shall then be liable for all additional costs incurred, including the costs of storage.

5 Obligation to co-operate by Buyer

- 5.1 Buyer shall be obliged upon first request from Seller to specify accurately when and where the Products should be delivered by Seller. Buyer shall be obliged to provide all relevant information required with respect to the transport and delivery of Products. If no designated place for delivery has been notified, the Products will be held in retention by Seller. Any deviating provisions with respect to the delivery (time and place) shall be specified in the Contract.
- 5.2 If Products are held in retention by Seller, storage shall be for the risk and account of Buyer. The warehouse of Seller shall be deemed to be the designated place of delivery and the rendering of the invoice shall serve as notification of storage.
- 5.3 If Buyer fails to provide promptly and fully to Seller information essential for the implementation of the contract in accordance with the terms agreed, or if Buyer fails to fulfil any other obligation, Seller shall be entitled to suspend the performance of the contract and to charge costs incurred at its applicable rates.

<p>6</p> <p>6.1</p> <p>6.2</p> <p>6.3</p> <p>7</p> <p>7.1</p> <p>7.2</p> <p>8</p> <p>8.1</p> <p>9</p> <p>9.1</p> <p>9.2</p> <p>9.3</p> <p>10</p> <p>10.1</p> <p>10.2</p> <p>10.3.1</p> <p>10.4</p> <p>11</p> <p>11.1</p>	<p>Retention of Title</p> <p>Seller shall retain title to all Products delivered to Buyer, until such time that Buyer has fully complied with all payment obligations towards Seller for the delivery of Products or services provided or to be provided under the terms of the contract, and all sums due on basis of Article 3.4 of these General Terms and Conditions.</p> <p>Rights shall only be granted to buyer or, as specific circumstances dictate, shall only pass to Buyer provided that the reimbursement agreed is settled promptly and in full.</p> <p>An extraordinary disposition by Buyer of the Products, such as pledge, security etc. shall be solely with the consent of Seller. Buyer shall notify Seller immediately in the event that a third party garnishee order with retention of title is placed on the goods delivered.</p> <p>Risk</p> <p>All loss, damage or other risk to the Products delivered by Seller shall transfer to Buyer at the time of delivery of Products.</p> <p>Transportation of the Products to be delivered outside the premises of Seller, shall be for the risk of Seller up to the point of delivery to Buyer or to a designated representative appointed by Buyer. The method of transportation shall be determined by Seller. Products to be transported shall be insured for the account and risk of Seller.</p> <p>Installation</p> <p>Installation activities are not included in the purchase price, unless otherwise agreed in writing. In the event that Seller carries out the installation, Buyer shall ensure prior to delivery of the Products that a suitable installation location is made available, equipped with all necessary facilities, such as cable wiring and telecommunication facilities.</p> <p>Software</p> <p>If the contract also includes the delivery of software programmes (including software with operating systems) Buyer shall accept such software in its current state at the time of delivery (a so-called "as is" delivery). Seller shall not accept liability for any malfunctioning of the software programmes. Seller cannot guarantee that the software programmes are suitable for the intended use by Buyer.</p> <p>The contract shall under no circumstances serve to transfer any intellectual property rights. The right of use of software programmes vested in Buyer is restricted by the provisions stipulated in the Copyright Law 1912 and the terms of contract agreed between the parties.</p> <p>Buyer shall not adapt or allow alterations to be made to the software programmes.</p> <p>Inspection and Complaints</p> <p>Immediately upon delivery of the Products by Seller to Buyer, Buyer shall carry out an inspection of the Products. Complaints with respect to discrepancies, shortages and visible defects should be notified by Buyer to Seller in writing within two working days of delivery of the Products. Failure by Buyer to strictly observe the aforementioned term will result in forfeiture of any right of claim by Buyer.</p> <p>Complaints from consumers with respect to non-conformity of the Products delivered, should be notified by Buyer to Seller within two months of the discovery of this, however not later than eight months after delivery.</p> <p>Return shipments may not be made without the prior written approval of Seller.</p> <p>This Article shall not apply to the delivery of software programmes, with due observance of Article 9.1 and Article 12.7.</p> <p>Goods from Supplier</p> <p>In the event Seller delivers goods to Buyer supplied by third parties, such as software programmes, the general terms and conditions of such third party shall apply to the delivery of these goods, and any deviating terms in these General Terms and Conditions shall be set aside. Buyer accepts such general terms</p>	<p>and conditions of the third party. At the request Buyer, Seller shall indicate where these general terms and conditions may be inspected or made available.</p> <p>To the extent that the aforementioned general terms and conditions of a third party shall not apply or shall be declared not applicable, this will be without prejudice to these General Terms and Conditions governing the relationship between Buyer and Seller.</p> <p>12</p> <p>Guarantees</p> <p>The guarantee period shall be 12 months commencing on the invoice date, unless expressly agreed otherwise in writing or specifically indicated on the packaging or in the guarantee certificate. The guarantee covers repair, to the best of Seller's ability, within the guarantee period of any material and production defects discovered in the Products delivered, provided that Seller is furnished with a detailed written report on such defects within the guarantee period. All replaced spare parts shall become the property of Seller.</p> <p>The guarantee obligation is not valid if the defects in the Products delivered are in whole or partial the result of:</p> <ul style="list-style-type: none"> - improper storage; or - inferior packaging during transportation; or - incorrect, negligent or incompetent use; or - external causes such as fire and/or water damage, absent serial numbers; or - modification of the Products by Buyer without the prior written approval of Seller, which includes the breaking of the seal, and/or the fitting, or arranging to have fitted, of spare parts supplied by Seller within the framework of the guarantee. <p>Consequently, all costs incurred by Seller, including costs incurred as a result of research, labour and transportation shall be invoiced to Buyer at Seller's current rates. Furthermore, Buyer shall not be entitled to claim under the guarantee if Buyer has not wholly or in good time fulfilled any of its obligations under the contract.</p> <p>Seller shall invoice any costs relating to activities and repair that fall outside the scope of this guarantee to Buyer at Seller's current rates.</p> <p>Should Products be submitted for repair outside the guarantee period, then such repairs shall be guaranteed for a period of 3 months. Repairs performed within such period of three months carry no right to a new guarantee period.</p> <p>Buyer undertakes to dispatch all Products in need of repair pursuant to the guarantee, free of charge, properly packaged and sealed together with a clear written account of the complaint and a copy of the purchase invoice to an address stipulated by Seller, unless stated otherwise in a (private) contract entered into between Buyer and Seller. All risks relating to transportation of Products, both to and from Seller, shall be borne by Buyer.</p> <p>Save for the guarantee as stipulated herein, no other guarantee, either direct or indirect, shall be granted by Seller on Products delivered.</p> <p>None of the Products delivered shall be subject to any guarantee terms other than the guarantee given by Seller's suppliers on their goods. There is no guarantee whatsoever on software programmes. Buyer accepts the third party's terms and conditions referred to in accordance with clause 11 above.</p> <p>A guarantee period of 6 months commencing on the date of the invoice shall apply to production defects in <i>accupacs</i>. For the remainder or other consumer goods, such as batteries, there is no guarantee.</p> <p>The guarantee does not include a warranty for interoperability relating to products other than those indicated on the packaging of Product or in the applicable instructions for use.</p> <p>13</p> <p>Transfer of rights and obligations</p> <p>Buyer is not entitled to transfer its rights and obligations under the contract, whether whole or in part, to third parties without the prior written approval of Seller.</p>
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<p>13.2 Seller is entitled to call in the assistance of third parties in the execution of the contract.</p> <p>14 Liability</p> <p>14.1 Seller shall only be liable to Buyer for damage insofar as such damage is apparent from these General Terms and Conditions.</p> <p>14.2 To the extent that Seller is liable as a result of its non-compliance with the terms of the Contract, it shall only be liable for any direct damage provided that Buyer has forthwith served Seller with a proper written notice of default, thereby allowing Seller a reasonable opportunity to still fulfil its obligations. Direct damage shall be understood to mean: damage to Products delivered.</p> <p>14.3 Seller's total liability as a result of its failure to comply with the Contract shall be limited to compensation of the direct damage up to a maximum of the amount paid by Buyer to Seller, excluding VAT, for each respective order.</p> <p>14.4 Seller's total liability as a result of death or physical injury and material damage to Products, the latter insofar as this is attributable to the wilful or gross negligence of Seller, shall in any event not exceed the amount covered by Seller's insurance policy.</p> <p>14.5 Seller shall in no way whatsoever be liable for indirect damage, including but not limited to, the loss of data, consequential damages, loss of profit, loss of savings, breakdown of business operations and/or indirect damage caused by data generated with the aid of Products delivered by Seller.</p> <p>14.6 Seller shall not be liable for damage which is caused by error or default on the part of third parties entrusted by Buyer to deliver Products or to perform services or activities.</p> <p>14.7 Seller shall not be liable for damages caused during the transportation of the return shipment of Products from Buyer to Seller.</p> <p>14.8 Buyer indemnifies Seller against all claims made by third parties arising as a result of a defective product and/or system delivered by Buyer to third party and which (partly) comprised equipment, software and/or other materials supplied by Seller, save to the extent that Buyer can prove that the damage caused was the direct result of equipment, software and/or other materials supplied by Seller, subject to the foregoing provisions of these General Terms and Conditions.</p> <p>15 Intellectual Property</p> <p>15.1 All intellectual and industrial property rights relating to all Products delivered and/or manufactured by Seller, and/or materials at its disposal such as analyses, designs, illustrations, drawings, diagrams, data records, documentation and other materials, shall remain vested in Seller or its supplier. Products and/or illustrations, drawings, diagrams, data records, documentation and other materials delivered to Buyer may not, wholly or partially, be reproduced and/or published or handed over to third parties or by way of print, photocopy, microfilm or in any other way whatsoever without the prior written approval of Seller.</p> <p>15.2 Should an offer and/or quotation not result in a contract, then such offer and/or quotation with designs, illustrations, drawings, photocopies and all other remaining documentation provided by Seller shall be directly returned by Buyer to Seller.</p> <p>15.3 Buyer shall return all designs, illustrations, drawings and photocopies provided by Seller to Seller on request.</p> <p>15.4 Buyer shall hold Seller harmless against the claims of third parties arising as a result of violation of their rights relating to copyright, patents, licences, trademarks, models and other intellectual and industrial property rights howsoever named relating to Products delivered by Seller or in connection with services and/or activities performed by Seller, should Seller have violated such rights by using information, documentation or objects provided by or on behalf of Buyer to Seller in execution of the order.</p>	<p>16 Force Majeure</p> <p>16.1 None of the parties shall be obliged to fulfil any obligation should such party be impeded from doing due to circumstances beyond their control and for which they cannot be held responsible, either by Law, act of Law or generally accepted practice. With respect to Seller, force majeure shall be understood to mean failure on the part of Seller's suppliers, sickness, shortage of staff, strikes, transportation problems and other circumstances that fall outside Seller's sphere of influence.</p> <p>16.2 In the event of force majeure, the obligation of the party pleading force majeure shall be suspended for the duration of such force majeure. Should such force majeure situation endure for longer than two months or it is established that such situation will continue for longer than two months, then each of the parties shall be entitled to dissolve the contract.</p> <p>17 Termination/Dissolution</p> <p>17.1 Buyer shall only be entitled to dissolve the contract by means of legal intervention if Seller, on receipt of a proper and comprehensive written notification of default whereby it is allowed a reasonable opportunity to finally fulfil its obligations, fails imputably in the fulfilment of its essential obligations pursuant to the contract. Buyer is then entitled to dissolve only that part of the contract not yet executed.</p> <p>17.2 Seller shall be entitled to dissolve the contract without legal intervention and with immediate effect, if:</p> <ul style="list-style-type: none"> ❖ Buyer is declared bankrupt; ❖ Buyer is granted a provisional moratorium on payments or Buyer's assets are attached by way of prejudgement garnishment; ❖ Buyer's company is wound-up or discontinued; ❖ Buyer, after written notification, fails to fulfil any payment obligation. <p>Seller shall not be liable for any form of compensation whatsoever as a consequence of such termination.</p> <p>17.3 Any invoices issued prior to the dissolution of the contract relating to Products delivered and services performed in execution of the contract, shall become immediately due and payable on the date of dissolution.</p> <p>18 Export</p> <p>18.1 Should Buyer wish to export the Products, the relevant export provisions shall be applicable. Buyer shall hold Seller harmless from any claims of third parties relating to any infringement by Buyer of the applicable export provisions.</p> <p>18.2 Products shall be delivered by Seller exclusive of transportation costs, which costs shall be for the account and risk of Buyer, unless expressly agreed otherwise.</p> <p>19 Applicable Law/Disputes</p> <p>19.1 Dutch Law shall govern all contracts entered into between Seller and Buyer. The applicability of the Vienna Sales Convention of 1980 is hereby expressly excluded.</p> <p>19.2 All disputes arising out of or in connection with contracts entered into between Seller and Buyer shall be settled by way of arbitration by the <i>Stichting Geschillenoplossing Automatisering</i> (Foundation for Settlement of Computerisation Disputes), which has its official seat in The Hague and offices in Rijswijk, in accordance with the arbitration regulations of this foundation. The ICT Medication Regulations of aforementioned foundation are also applicable.</p> <p>20 Final Provisions</p> <p>20.1 Seller is entitled to amend these General Terms and Conditions. The amendments shall become effective on the date announced, or at such time as Buyer is informed of such amendments or at such time as they otherwise come to his knowledge.</p> <p>20.2 Should these General Terms and Conditions be translated, then the Dutch text shall prevail.</p>
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THESE TERMS AND CONDITIONS HAVE BEEN LODGED AT THE CHAMBER OF COMMERCE AT GOOI-, EEM EN FLEVOLAND UNDER 30242381 (2L CENTRAL EUROPE B.V.).