

# General Sales Terms & Conditions

## NLSkoopia

General Sales Terms & Conditions NLSkoopia BV (further called by its commercial name "NLSkoopia")

1. General
  - 1.1 "NLSkoopia", "we", "us": "NLSkoopia BV, with registered office at Sint Laurentiusstraat 8A, 6268NJ Bemelem, The Netherlands with company no. 719210
  - 1.2 **Buyer:** The (professional) person or the company to whom NLSkoopia supplies goods or services (collectively "Products") of any kind.
  - 1.3 Except insofar as otherwise explicitly agreed in the order between NLSkoopia and the Buyer, these General Terms and Conditions (the "Conditions") will apply to all folders, price lists, advertisements, quotations, tenders and all agreements concluded between NLSkoopia and the Buyer, whether this is done in writing, via the internet, electronically or verbally, as well as to all negotiations undertaken between the parties, as well as to any of their extension or amendments (each a "Contract"). Any general or special terms and conditions used by the Buyer are hereby explicitly excluded.
2. Quotations and agreements
  - 2.1 Unless otherwise stipulated in writing, all quotations are given for the duration of 30 days. Assignments and acceptances of offers by the Buyer are regarded as irrevocable.
  - 2.2 An agreement with NLSkoopia is only established when NLSkoopia has confirmed in writing the order within 8 days following its receipt or when it has started performing the work. Essential additions or amendments shall only bind NLSkoopia if confirmed in writing by NLSkoopia.
  - 2.3 NLSkoopia reserves the right to refuse to enter into, and to cancel any order, placed under this contract if NLSkoopia in its sole discretion judges or determines that the entry into such order, the supply of goods or services or the performance of the transaction to which such order relates would violate any applicable law or regulation of The Netherlands or any other government. Buyer agrees that any such refusal or cancellation by NLSkoopia will not constitute a breach of any obligation under this Contract and hereby waives any and all claim against NLSkoopia for any loss, cost or expense, including consequential damages, that the Buyer may incur by virtue of such refusal or cancellation.
3. Prices
  - 3.1 The prices stated on our price lists, quotations and order confirmations are indicative only, and may be amended by NLSkoopia without prior warning until the contract is finally concluded. Our prices exclude administrative costs, handling costs taxes, mailing costs, insurance, permits and installation.
  - 3.2 Administrative costs and handling costs are waived for orders above 1000 Euro per shipment within Europe. Currency exchange fluctuations, import duties, insurance and freight charges and procurement prices of the components and services may incite NLSkoopia to amend its prices. All prices will be in Euro, except when upfront otherwise agreed.
4. Terms of delivery and transportation
  - 4.1 The method of transport, shipping, packaging, etc., is determined by NLSkoopia if no further indication is provided by the Buyer. Any specific requirements of the Buyer on the transport / shipment will only be performed if the Buyer has declared that it will bear the additional costs.
5. Time of delivery
  - 5.1 NLSkoopia strives to deliver goods within 6 weeks after receiving the order. For contract orders to be delivered in batches, NLSkoopia strives to deliver goods within 2 weeks after the request for call-off.
  - 5.2 The periods stated for delivery and implementation are not binding, and are only target dates. They will only comply when NLSkoopia receives the regular and complete order. They will be extended automatically in the event of a late delivery of any documents and explanations, required for the proper completion of the order, even if such delay is not attributable to the Buyer. Failure to meet
  - 5.3 the said time of delivery does not in any event, provide grounds for the cancellation of an order or agreement, nor does it entitle the Buyer to any kind of compensation. We explicitly reserve the right to deliver by instalments, each of which will qualify as partial sale. The delivery of an order by instalments cannot in any event justify the refusal to pay for the Products supplied. Any liability on the part of NLSkoopia for failure or delay in delivery is hereby excluded. If the time of delivery is met, this will not exempt the Buyer from his/its obligations.
6. Liability
  - 6.1 In the event that the Products supplied are damaged or incomplete, or in the event of any error, missing weight or any other type of irregularity, the Buyer is obliged to refuse the Products on delivery or to only accept them subject to a written reservation. Every complaint relating to the Products as delivered must be sent to us in writing within 5 working days as from the receipt, with a reference to the goods to be supplied by the Buyer from the moment that these goods are delivered in accordance with this article or if Buyer unjustifiably fails to take delivery of the Products, at such time as delivery is tendered by NLSkoopia into consideration. Goods may be returned following the RMA (Return Merchandise Authorization) procedure of NLSkoopia. Such permission will not in any way imply that the goods have been acknowledged by NLSkoopia as being defective or not in conformity. Goods being returned, in whatever way they are being sent, remain at the Buyer's risk.
  - 6.2 The obligations of NLSkoopia as a result of a attributable shortcoming or from any other legal ground are, at NLSkoopia's choice, limited to (free) repair of the defect, replacement of the defective item and / or re-performance of the services provided, or reimbursement of the amounts received from the Buyer in connection with the poor performance in which case the agreement is terminated as far as the poor performance is concerned. We will not be liable, either contractually or extra-contractually, in any circumstances, for losses caused to persons or to Products, other than the Products supplied or the Products which form part of the service we have provided. On the contrary, the Buyer will be obliged to indemnify us and keep us indemnified against any recovery, by anyone, in the event our liability would be invoked as a result of the mere existence of the product that has been supplied in implementation of the current agreement. This limitation of liability will also apply if, for whatever reason, our technicians offer or have offered advice, directly or indirectly, regarding the selection of the product to be used or as to how it is handled or used.
  - 6.3 NLSkoopia shall not be liable for or responsible for treating any defect or other claim which arises from (i) normal wear and tear, misuse, negligence, accident, abuse, use in accordance with standards of proper practice and in accordance with the conditions in the quotation or normal usage conditions set out in the catalogues, manuals or handbooks supplied to the Buyer, modification or alteration not authorized by NLSkoopia, or use in conjunction with a third party product, or (ii) Buyer's negligence, or (iii) the breach of Buyer's obligations.
  - 6.4 Our instructions for use and any guarantee contained in our promotional literature or in that of any company belonging to our group will not adversely affect the provisions stated above and will not invoke our liability.
  - 6.5 The Buyer will not be in a position to file any complaint, on any ground whatsoever, more than one year after the occurrence of the events on which he bases such a claim.
  - 6.6 Buyer shall indemnify NLSkoopia, its employees and any assistants it has engaged for the performance of the Agreement against any third-party claim in connection with NLSkoopia's performance of the Agreement, insofar as these claims are more or different than that which accrue to Buyer in respect of NLSkoopia.
  - 6.7 Buyer is not entitled to extend or transfer the foregoing warranties to any other party. All warranties conditions or terms implied by law are hereby excluded to the extent such exclusion is permitted by law.
  - 6.8 Except as expressly provided in these Conditions, NLSkoopia shall not be liable to Buyer for any financial, consequential or other loss or damage caused to Buyer by reason of any representation, warranty (either express or implied), condition or other term, or any duty at common law, for any special, direct, indirect or consequential damages (including loss of profits, revenue, expected savings, use, records or data, costs of procurement of substitute Products, damage to reputation or goodwill) or for any other claims for compensation however caused (whether caused by the negligence of NLSkoopia, its employees, agents, suppliers or otherwise) which arise out of or in connection with these Conditions or a Contract hereunder, even if NLSkoopia or its Suppliers have been advised of the possibility of such loss, liability or damages.
  - 6.9 Nothing contained herein shall be construed as excluding or limiting NLSkoopia's liability for:
    - (i) personal injury or death resulting from NLSkoopia's negligence;
    - (ii) its fraudulent misrepresentation; or
    - (iii) any matter for which NLSkoopia may not exclude or attempt to exclude its liability under applicable law.
7. Delivery and risks
  - 7.1 Delivery is regarded as being completed on the moment of departure from our facilities (CIP, Incoterms 2010 for Europe, FOB outside of Europe). The Products always travel at the Buyer's risk, even if they are being sent carriage free. The risk of loss, damage or destruction of the goods to be supplied by NLSkoopia is borne by the Buyer from the moment that these goods are delivered in accordance with this article or if Buyer unjustifiably fails to take delivery of the Products, at such time as delivery is tendered by NLSkoopia.
  - 7.2 If Buyer fails to take delivery of the Products or fails to give NLSkoopia adequate delivery instructions, without prejudice to any other right or remedy available, NLSkoopia may: (i) store the Products until actual delivery and charge Buyer for the reasonable costs thereof, including insurance costs, with a minimum of 10% of the value of the goods per started month; or (ii) terminate the Contract forthwith and sell the Products. Buyer shall bear any and all costs (including original and return carriage costs) associated with any unjustified refusal of delivery of Products ordered pursuant to a Contract.
8. Force majeure and hardship
  - 8.1 All delivery and other obligations of NLSkoopia will be suspended in the event of force majeure. In such cases, NLSkoopia is only obliged to deliver or perform its obligations to the extent possible. "Force majeure" includes the following, although this is not an exhaustive list: war, mobilisation of troops, embargo, partial or complete strike, lock-out, riot, epidemics, natural disasters, import and export restrictions, machinery failure, staff sickness, fire, explosion, accidents of any kind and any cause hampering the normal supply by our suppliers of raw materials, fuels and inventory for our normal production, transportation or dispatch, as well as all similar circumstances affecting NLSkoopia, its subcontractors or suppliers. If a force majeure situation continues for more than six months, either party will be entitled to cancel the agreement without any right to compensation. In case of any shortages of raw materials or component parts we reserve the right to apportion our Products on an equitable basis in our sole discretion.
  - 8.2 In case of unforeseeable economic events or events excluded by the forecasts accepted by Buyer and NLSkoopia (such as modifications of charges of all types - other than those indicated in article 3 - price increase of raw materials, fluctuations in exchange rates of more than 20% or other causes leading to considerable increase of production costs) and if these events result in the upheaval of economic bases of the contract, the affected party shall notify the other of said events, the parties will agree to carry out the necessary adjustments in order to preserve the good faith prevailing at the time of signature of the contract so that it can be performed or continue to be performed without disproportionate prejudice to either party. If they do not reach agreement within two (2) months after the above mentioned notification, either party may terminate the contract without compensation.
  - 8.3 The Buyer may only re-sell the Products if he has become the legal owner of the Products in accordance with the provisions in this agreement. Until such moment, NLSkoopia is entitled to demand the return of these Products. If Buyer should fail to immediately comply with NLSkoopia's request, NLSkoopia is entitled to enter in or on any premises or vehicles of Buyer where the Products are loaded or stored for the purpose of repossessing said Products if Buyer is in breach of any of these Conditions or a Contract. The Products may subsequently only be used in their original packaging, without modification. In the event of a re-sale, our liability is limited to the maximum liability provided for in clauses 6 and 7. If the Buyer sells any Products before title has passed to Buyer in accordance with the conditions in this clause in such a manner as to pass title to the Products to a third party, the Buyer shall hold the proceeds of such sale and/or the right to claim or receive such proceeds of sale in trust for NLSkoopia, the proceeds of the foregoing shall not constitute Buyer as an agent of NLSkoopia for the purposes of any such resale.
9. Intellectual property
  - 9.1 NLSkoopia explicitly reserves all of its intellectual property rights, in the most extensive interpretation possible, including its patents, trademarks, trade names, copyrights, drawings, models and know-how. All of the intellectual property rights are and remain the exclusive property of NLSkoopia or third-party right-holders and never transfer to the Buyer. The same applies for all programs with which the equipment or the systems are supplied. The intellectual property of the equipment or systems in performance of the Agreement consequently consists of a simple use licence stripped of any exclusivity and aimed at the Buyer's particular needs. The Buyer shall not use NLSkoopia's name, logo or any other identification marks for the purpose of advertising or publicity without the prior written consent of NLSkoopia.
10. Payments
  - 10.1 (a) All amounts due to NLSkoopia are payable within 30 days as from the invoice date, without discount, deduction or offset.
  - 10.2 (b) No payment made to our staff or representatives amounts to a discharge by us without a receipt from our accounting department. We reserve the right either to revoke such an order, which has not been subject to such ratification, or to ratify it irrevocably.
  - 10.3 (c) Every complaint relating to an invoice must be sent to us, by registered letter with proof of delivery, stating the date and number of the invoice, within a time period of 5 working days as from the receipt, with receipt deemed accomplished 3 working days as from the date stated on the invoice. After the expiration of this time period, the invoice will be considered as having been finally accepted by the Buyer, and no further complaint whatsoever will be taken into account. Under no circumstances shall a complaint justify suspension of payment.
  - 10.4 (d) Failure to pay an invoice on the due date, any application for an amicable or judicial settlement or deferred payment, or any other circumstance implying the Buyer's inability to pay, will render all outstanding balances on all other invoices immediately payable, even if their balances have not yet become due and will entitle NLSkoopia to demand the payment at the time of dispatch for quantities still to be delivered, for all current transactions or orders with the Buyer.
  - 10.5 (e) Any invoice or demand for payment that remains outstanding on the due date will, subject to interest, by operation of law and without the need for any proof of default.
  - 10.6 (f) Standard 1% interest per 30 days applies for any late payments. If a debt collection agency is used, the cost made by the debt collection agency are on account of the Buyer.
  - 10.7 (g) If no payment has been made on the due date, it is explicitly agreed between the parties that, without the need for any proof of default, the Products may be taken back if NLSkoopia considers this to be appropriate, and in such cases the Buyer will be obliged to pay a compensation for the reduction in value and/or loss of the Products, as well as for any other reasons.
  - 10.8 (h) Notwithstanding Article 6 of the Belgian Code, the compensation for insolvency will be calculated successively, on: (I) the costs of collection; (II) the charge mentioned in clause 11(e); (III) interest; and (IV) the total invoice amounts including expenses, taxes, etc. (h) Failure to enforce one or more of the rights contained in this clause does not result in NLSkoopia renouncing the right to enforce any other rights provided for in this clause.
  - 10.9 (i) In order to simplify invoicing in the event of several shipments, we may send out collective invoices. (
  - 10.10 (j) For any order worth less than €1000 net, or the equivalent of that amount, we will be entitled to charge administrative and handling expenses. These expenses amount to €50, condition within Europe (CIP), condition outside of Europe (FOB), unless agreed otherwise.
  - 10.11 (k) Accepting negotiable instruments does not imply any renunciation of debt, or any deviation from the Conditions. In case of significant modification to the credit worthiness of Buyer, NLSkoopia reserves the right to demand, by simple notification, reasonable guarantees to ensure the proper performance of its commitments and to alter Buyer's payment terms, which may include withdrawing or altering any credit limit previously granted, requiring prepayment, and demanding adequate assurance of due performance by Buyer through the provision of a bank guarantee. NLSkoopia reserves the right to terminate all Contracts or ongoing orders with the Buyer if the requested guarantees were not provided within 8 days after notification.
11. Retention of title
  - 11.1 The Products remain the property of NLSkoopia until the Buyer has fulfilled all of his/its contractual obligations, including the payment of the full sales price and any associated amounts (expenses, VAT, any compensation due, any late payment interest that is due, etc.). Until that moment, the Buyer shall not be allowed to use the Products for his own private use and for the use of third parties.
  - 11.2 If the Buyer is explicitly forbidden from using the Products supplied, and more specifically from transferring ownership of them, changing them, leasing them, pledging them or encumber them with any form of security or preferential right whatsoever, and NLSkoopia remains entitled to recover the Products belonging to it at any time, or to demand their return. The Buyer is also responsible for all potential losses in relation to the new condition of the Products. Insofar as necessary, the above mentioned clause will be regarded as having been repeated for every single delivery. The Buyer undertakes to advise NLSkoopia immediately and by registered letter if: (i) any third party imposes an attachment or otherwise files any claim with respect to the Products or any part of them; (ii) an application for bankruptcy is filed (provisional) moratorium or otherwise requested; or (iii) the Buyer is clearly insolvent. In the event of any attachment, bankruptcy or (provisional) moratorium on payments, or clear insolvency, you will immediately produce all documentation in relation to the Products to the court bailiff advising the attachment, the trustee or administrator, and will also refer him/them to the provisions in clause 13 of these General Terms & Conditions. Of exchange and collection costs. If requested by NLSkoopia, Buyer shall assign to NLSkoopia any rights Buyer may have against third parties, including his insurers, for loss or damage to our Products.
12. Suspension and cancellation
  - 12.1 If you do not properly or timely fulfill an obligation to NLSkoopia, and also in case you cease your activities, are no longer solvent, in a position of debt settlement, finds yourself in state debt settlement or bankruptcy, or such applications or requests therefore have been submitted, or if you are being declared bankrupt, when you go into liquidation or in the event of request application of the Law on the continuity of companies, all claims by NLSkoopia will become immediately payable, and NLSkoopia will be entitled, without notice of default or judicial intervention to unilaterally: (I) suspend the performance of any agreement until payment is adequately secured; and/or (II) suspend all of its payment obligations; and/or (III) cancel all of its agreements with you, either in whole or in part, as well as, at his discretion, any pending order; all without prejudice to his right to claim compensation for the damage caused and the other rights of NLSkoopia under any agreement and without NLSkoopia being obliged to pay any compensation. Furthermore, all other sums still outstanding will become immediately payable, along with collection costs. Notwithstanding any other provision of these Conditions, all sums outstanding under the Contract will become due immediately on termination of the Contract.
13. Compliance with Laws; FCPA; Export Control Rules; Permits
  - 13.1 Buyer hereby confirms it is familiar and will comply with all applicable legislation and regulation, by-laws and rules in relation to preventing bribery and corruption, including with regard to The Netherlands and the law of 10 February 1999 concerning the punishment of corruption and hereby guarantees that it shall not take any action, make any payments, gifts or other promises to its customers, to government officials or to agents, directors, managers and employees of NLSkoopia or to any other party whatsoever in a manner that is in violation thereof. Nothing in the Agreement shall result in NLSkoopia's liability to compensate the Buyer for any such payment provided or promised.
  - 13.2 Buyer shall procure all its laws and regulations applicable to the storage, use, handling, installation, registration and labeling of all Products as from their delivery and the disposal of all wastes and residues (including packaging) resulting from your use of the Products. Buyer shall procure at its expense all permits and licenses required for the services of NLSkoopia, or which are required to operate equipment or to use or store the Products.
  - 13.3 Buyer acknowledges that the goods to be supplied could be subject to national and/or foreign statutory provisions, restrictions and regulations for use, import and export controls and embargo, and may not be sold, leased out or otherwise transferred or used for purposes other than those agreed without export or re-export permits from the competent authorities. Buyer declares it shall comply with all such laws and regulations including all applicable trade compliance control laws and regulations relating to the Products.
  - 13.4 The goods supplied may not in any way whatsoever directly or indirectly be used in connection with the design, production, storage or use of chemical, biological or nuclear weapons or transport systems. The goods supplied may not be used for military or nuclear applications without NLSkoopia's prior written permission.
  - 13.5 Buyer shall comply with EU Directives 2002/95/EC (Restriction on Hazardous Substances) and 2002/96/EC dated January 27, 2003 (Waste Electrical and Electronic Equipment) ("WEEE") generally and as instated within each country into which Products are imported, exported or otherwise supplied by Buyer, and shall comply with applicable WEEE legislation.
  - 13.6 Upon NLSkoopia's request, Buyer agrees to confirm, in writing, its compliance with the provisions of this article.
  - 13.7 Any breach by Buyer of any of the obligations contained in this article 14 is a fundamental breach of the Agreement and shall give NLSkoopia the right to terminate the Agreement by operation of law with immediate effect, without prejudice to any other of NLSkoopia's rights or means of redress under the applicable legislation.
  - 13.8 Buyer shall indemnify, defend and hold NLSkoopia harmless from any liability, damage, costs or expenses and for each loss that NLSkoopia would suffer caused by the violation or alleged violation by Buyer of the terms of this article and the resulting termination of the Agreement.
14. Privacy
  - 14.1 Buyer agrees that NLSkoopia and entities related with it may collect, store and use Buyer data, including personal data, for the purpose of facilitating its marketing and sale of the Products, and Buyer hereby consents to such collection, storage and use of Buyer data by NLSkoopia and entities related with it for these purposes. NLSkoopia is part of a global group and Buyer accepts that NLSkoopia and entities related with it may process such data in and transferred such data to countries located outside of the European Economic Area, including in countries that do not guarantee the protection of personal data in a manner identical to that applicable in the European Economic Area. Buyer further consents to the use of such data for communicating Product and promotional information to Buyer via email or other electronic means unless Buyer notifies NLSkoopia in writing that it does not wish to receive such promotional information. The Buyer shall ensure that when it provides data of third parties to NLSkoopia, Buyer has obtained the approval of that third party for the use and processing of such data by NLSkoopia.
15. Miscellaneous
  - 15.1 These Conditions may be amended by NLSkoopia. NLSkoopia will inform the Buyer about such changes via a message on its home page (still to be established), on the invoice, by e-mail or via written notification.
  - 15.2 Any provision in these Conditions which is void or incapable shall have no effect on the validity of the other provisions. Any invalid clause will be replaced by another one that is appropriate.
  - 15.3 NLSkoopia shall be entitled to carry out its obligations under the Contract through any agents or sub-contractors appointed by it in its absolute discretion for that purpose.
  - 15.4 NLSkoopia may at any time assign or transfer (in whole or in part) any of its rights and/or obligations under the Contract or these Conditions, including, without limitation, pursuant to any receivables purchase arrangements or similar transactions which NLSkoopia may from time to time enter into. The Buyer may not assign, sub-contract, sub-license or otherwise dispose of any of its rights and/or obligations arising from the Contract or these Conditions without the prior written consent of NLSkoopia (such consent not to be unreasonably withheld or delayed).
16. Applicable law, competent judge
  - 16.1 All Contracts are deemed concluded at the registered office of NLSkoopia. This agreement is governed by Dutch law. Any dispute concerning the interpretation, implementation and cancellation of the present agreement which cannot be settled amicably will be resolved exclusively by the Courts of Roermond. The seller may also, however, introduce any proceedings before the courts of the residence of the debtor.