

## Article 1: DEFINITIONS

- a) DizzCo: DizzCo VOF, with registered office at Schietbaanlaan 86a, 3021 LM, Rotterdam, the Netherlands.
- b) The other party: any corporate body or person that has signed an agreement with DizzCo.

## Article 2: GENERAL

- a) All quotations of and agreements with DizzCo and the execution thereof are governed exclusively by the present conditions.
- b) Applicability of the other party's purchase or other conditions is expressly rejected.
- c) If any provision of these general conditions of supply and payment is invalid or is declared invalid, the other provisions of these general conditions of supply and payment shall remain in force unchanged. DizzCo and the other party will then by mutual consultation include new provisions to replace the provision that is invalid or declared invalid. As far as possible here the purpose and the intent of the provision that is invalid or declared invalid shall be taken into account.

## Article 3: AGREEMENT

- a) Except as provided below an agreement with DizzCo shall only be established after DizzCo has accepted or has confirmed an order in writing, whereby the date of the confirmation is decisive. The confirmation of order is deemed to set out the correct and full agreement, unless the other party objects to this within a period of two working days in writing.
- b) Any additional arrangements or modifications made later shall only bind DizzCo if these are confirmed by DizzCo in writing.
- c) For transactions for which by their nature and scope no proposal or confirmation of order is sent, the invoice is deemed to set out the correct and full agreement, except where a protest is made by the other party within 5 working days.
- d) Any agreement is entered into on the part of DizzCo on the suspensory condition that the other party – at the exclusive discretion of DizzCo – appears to be sufficiently creditworthy for the financial fulfillment of the agreement.
- e) DizzCo is at all times entitled, before (continuing) the performance, to demand full or partial payment from the other party.
- f) DizzCo is authorized, if DizzCo considers this necessary or desirable for correct execution of the order placed with DizzCo, and after consultation with the other party, to call in others for the execution of the agreement, the costs of which will be charged to the other party in accordance with the quotations given.

## Article 4: PRICES AND TARIFFS

- a) Unless otherwise indicated the prices and tariffs of DizzCo are based on delivery ex works or warehouse of DizzCo or ex works or warehouse of third parties; exclusive of VAT, import duties, other taxes, levies and duties, which are imposed officially; exclusive of the costs of packaging, loading and unloading, installation, transport and insurance.
- b) DizzCo is at all times entitled to revise the agreed prices and tariffs by means of written notification to the other party for services that will be delivered at least three months after the date of this notification.
- c) Where the agreement includes regularly recurring installments DizzCo is entitled by means of a written notification to the other party to revise the applicable prices and tariffs of the regularly recurring installments taking into account a period of at least three months.
- d) If the other party does not agree with the revision of the prices and tariffs proposed by DizzCo as referred to in this article 4b and 4c, the other party is entitled within 4 working days after the notification from DizzCo referred to in this article to terminate the agreement in writing as of the date mentioned in the notification from DizzCo on which the price revision should take effect, or, if no delivery of any service has yet taken place, to cancel the agreement.

## Article 5: TERMINATION OF AGREEMENT

- a) Except for the conditions mentioned in Article 13 of these general conditions of supply and payment the competence to terminate the agreement falls to each of the parties only if the other party, after proper, and as detailed as possible, written notice of default, whereby a reasonable period is set for dealing with the default, culpably defaults in the fulfillment of essential obligations in accordance with this agreement.
- b) If an agreement, which by its nature and content does not end upon completion, is entered into for an unlimited time, this can be terminated by each of the parties after proper objective consultation and indicating the reasons by giving written notice. If no express period of notice is agreed between parties a reasonable period must be taken into account for the notice of termination.
- c) If after a sales agreement for hardware, software or other materials is established, the other party wishes to cancel it, 1/8 of the order price (including VAT) is charged as cancellation costs, without prejudice to the right of DizzCo to full compensation, including loss of profit.

## Article 6: DELIVERY

- a) From the time of delivery the goods purchased are for risk of the other party. Unless otherwise agreed, delivery is ex warehouse of DizzCo. Free delivery is only made if and insofar as this is agreed by DizzCo with the other party and is indicated on the invoice or otherwise.

b) The time of delivery is deemed to be the time at which the goods purchased are ready for transport.

c) The other party is obliged to check the goods supplied immediately upon delivery, but in any case within 2 working days, for any deficits and/or damage, or to carry out this inspection after notification on the part of DizzCo that the goods are at the disposal of the other party.

d) The other party must indicate or have indicated any deficits in and/or damage to the goods supplied and/or the packaging which are present upon delivery, on the packing list, in the absence of which the other party is deemed to have approved what is delivered. Complaints in this respect will then no longer be dealt with.

e) DizzCo is entitled to supply in parts (part deliveries), which DizzCo can invoice separately.

f) The delivery time is specified conscientiously on the basis of the details known to DizzCo when the agreement was entered into. Delivery times will as far as possible be taken into account. DizzCo is not in default due solely to the (delivery) time being exceeded. DizzCo is not bound to (delivery) times that can no longer be achieved due to circumstances outside its control that have arisen after the agreement was entered into. DizzCo and the other party will as soon as possible contact one another if there is a threat of a delivery time being exceeded.

g) If the goods are not taken by the other party after the expiry of the delivery time, they are stored at his disposal. DizzCo is entitled to pass on costs incurred for this to the other party.

h) Upon taking the goods supplied from one of the warehouses of DizzCo DizzCo may demand a valid proof of identity from the other party (or the carrier or third party appointed by the other party) and DizzCo shall not be liable for the taking of the goods supplied by unauthorized persons, appointed by the other party.

i) Unless otherwise agreed, the goods supplied are supplied without any options or system options and DizzCo in no way guarantees the compatibility with other software or hardware or that it can be used for the purpose intended by the other party.

#### Article 7: TRANSPORT/RISK

a) The method of transport, shipment and packaging is, if no further instructions are given by the other party to DizzCo, carefully and wisely decided by DizzCo.

b) Any specific wishes of the other party regarding the transport / shipment are only carried out if the other party has stated it will bear the additional costs of this.

#### Article 8: FORCE MAJEURE

a) Neither of parties is obliged to fulfill any obligation if he/she is prevented from doing so

as a result of force majeure. Force majeure is understood as a non-culpable default by suppliers of DizzCo.

b) If the situation of force majeure has lasted longer than ninety days, parties have the right to terminate the agreement by cancelling it in writing. The service already provided in accordance with the agreement is charged proportionately, without the parties moreover owing one another anything.

c) The party who thinks he is in (getting into) a force majeure situation must notify the other party of this immediately in writing.

#### Article 9: GENERAL LIABILITY

a) DizzCo accepts no liability for direct and/or indirect damage. Indirect damage among other things includes: consequential damage, lost savings, loss of profits and damage due to suspension of business.

b) DizzCo has no obligation or liability to pay compensation, irrespective of the grounds on which a claim for compensation might be based.

c) The other party indemnifies DizzCo for all claims of third parties for product liability as a result of a defect in any product or system that is delivered by the other party to a third party and that (also) consisted of hardware, software or other materials supplied by DizzCo.

#### Article 10: COMPLAINTS

a) Any complaints will only be dealt with by DizzCo if these complaints have reached DizzCo in writing within 5 working days after delivery of the service in question, accurately indicating the nature and ground for the complaints.

b) Complaints about invoices must also be submitted in writing and within 5 working days after the date of invoice.

c) After the expiry of this period the other party is deemed to have approved the goods supplied or the invoice. DizzCo then has the right no longer to deal with complaints.

d) If DizzCo finds the complaint is justified, DizzCo is only obliged to supply the service already agreed, unless DizzCo prefers to give a credit note.

e) Only if and insofar as the complaint is found to be justified are the payment obligations of the other party suspended until the time when the complaint has been settled.

f) Return of the goods supplied may only be carried out after prior consent in writing from DizzCo, on conditions to be determined by DizzCo.

## Article 11: GUARANTEE

- a) Taking into account the restrictions provided below, DizzCo grants such guarantee relating to the products supplied by DizzCo, if this is offered by the producer of the products in question. Unless otherwise agreed in writing, guarantee is only given on the materials supplied; DizzCo is entitled to charge labor costs.
- b) The guarantee expires if the other party and/or third parties called in by him have used the goods supplied incorrectly.
- c) The guarantee also expires if the other party and/or third parties called in by him have carried out work on or made modifications to the goods supplied.
- d) If, to satisfy the guarantee obligations, DizzCo replaces parts, the replaced parts become the property of DizzCo.
- e) If the other party does not, or does not in part or in good time fulfill any obligation arising from the agreement signed between parties, DizzCo shall not be bound by the guarantee, as long as this situation continues.

## Article 12: RESERVATION OF TITLE UPON SALE AND RIGHT OF LIEN

- a) Hardware, software or materials supplied remain the property of DizzCo, up to the moment when all supplies and work carried out or supplies and work still to be carried out under the agreement by DizzCo have been paid by the other party including interest and costs.

Where the other party: is declared bankrupt, makes an assignment, submits an application for suspension of payment, or any attachment is made on all or part of his property, or he dies or is put into receivership; plans or decides to move all or part of his activities abroad, one of the partners resigns, the regulations or articles of association of the other party are changed, or a change occurs in the shareholders, in each case if these circumstances in the view of DizzCo involve a considerable increase in the risks; before entering into this agreement DizzCo was not notified of any facts or circumstance, the importance of which is so serious in the view of DizzCo, that, if DizzCo had been informed, it would not have entered into the agreement or not in the same way; does not fulfill any obligation resting on him by virtue of the Law of these conditions; omits to pay an invoiced amount or a part thereof within the period set for this;

DizzCo is entitled just by one of the above circumstances taking place to cancel the agreement in full or in part without notice of default or judicial intervention and to demand back the unpaid part of the hardware, software or materials supplied.

- b) Cancellation and taking back, due to circumstances such as those described in this article 12b, is without prejudice to the right of DizzCo to compensation for loss, interest and/or damage. In these cases any claim from DizzCo on the other party shall be payable directly and in full.

c) The goods may be resold or used by the other party as part of his normal business operations. The other party is not permitted to establish or have established any right of lien on the goods and the goods may also not be used as any security for a claim of a third party. In case of resale of goods not (yet) paid for in full, the other party is obliged to make the same reservation of title as indicated in these conditions.

d) DizzCo is at all times entitled to remove or have removed the goods supplied on the basis of these conditions from the other party or their holders, if the other party does not fulfill its obligations. The other party must to this end on first request provide all the necessary cooperation on pain of a penalty of € 1,134 (in words eleven hundred and thirty four euro) per day that he is/remains in default with this.

e) As security for correct payment of all claims of DizzCo, for any reason whatever, DizzCo also obtains a non-possessory lien – due to the claim arising - on all those goods in which the goods supplied by DizzCo are incorporated, or of which they form part. As long as one of the claims of DizzCo is not met, DizzCo also acquires a non-possessory lien on all claims which other party might make towards any third party in relation to goods supplied by DizzCo. The other party is obliged to provide DizzCo on first request with all relevant information and documentation relating thereto on pain of a penalty of € 681 (in words six hundred and eighty one euro) per day that he is/remains in default with this. The order signed by the other party and the subsequent written acceptance on the part of DizzCo are deemed to be a private deed as referred to in the Law.

#### Article 13: PAYMENT

a) All invoices must be paid by the other party in accordance with the agreed conditions of payment. If no specific payment conditions are agreed the other party must pay invoices within 8 days after date of invoice.

b) All payments made by the other party serve primarily to pay any interest and collection costs incurred by DizzCo and then to pay off the longest outstanding invoices.

c) If the other party: is declared bankrupt, makes an assignment, submits an application for suspension of payment, or any attachment is made on all or part of his property, or he dies or is put into receivership; plans or decides to move all or part of his activities abroad, one of the partners resigns, the regulations or articles of association of the other party are changed, or a change occurs in the shareholders, in each case if these circumstances in the view of DizzCo involve a considerable increase in the risks; before entering into this agreement DizzCo was not notified of any facts of circumstance, the importance of which is so serious in the view of DizzCo, that, if DizzCo had been informed, it would not have entered into the agreement or not in the same way; does not fulfill any obligation resting on him by virtue of the Law of these conditions; omits to pay an invoiced amount or a part thereof within the period set for this; DizzCo has, just by one of the above circumstances taking place, the right, either to cancel the agreement, or to demand in full any amount owed by the other party on the basis of the services or goods supplied by DizzCo, immediately and without any warning or notice of default being necessary, all without prejudice to the rights of DizzCo, including the right of DizzCo to compensation for costs, damages and interest.

d) If the other party – according to the description in the (sales) agreement - is understood to be more than one person, then each of these persons is jointly liable for everything that DizzCo has or will have to demand under this agreement. Letting off one of the joint debtors from any liabilities or discharging him, shall never release the remaining debtors from their obligations.

#### Article 14: INTEREST AND COSTS

a) If payment of any amount payable is not made within the period set for this, the other party is legally in default and, without any notice of default being necessary, from the due date of the invoice(s) in question owes interest of 3.0 % per (part of a) month on the amount still outstanding.

b) If the other party after notice of default remains in default of paying the claim, the claim may be passed out of its hands. In that case the other party, in addition to the capital and interest, is obliged to pay all judicial and extra-judicial costs incurred by DizzCo. The judicial costs include all actual costs of legal assistance and assistance with the proceedings, incurred by DizzCo or charged to DizzCo, which exceed the liquidation tariff. The extra-judicial collection costs amount to at least 15% of the amount owed by the other party including the interest mentioned in Article 14a, with a minimum of € 250 (in words: two hundred and fifty euro).

#### Article 15: CONFIDENTIAL DATA AND NON-ACCEPTANCE CONDITION

DizzCo and the other party expressly declare that all information of a confidential nature that has become known before, during and after entering into the agreement shall remain secret. Information in any case is of a confidential nature if this is regarded as confidential by one of the parties. Furthermore information is of a confidential nature if its confidentiality can reasonably be assumed.

#### Article 16: SALE OF HARDWARE

##### § 1: General

The provisions indicated in this Article 16 are, in addition to the other articles of these General conditions of supply and payment, applicable if and insofar as hardware is sold by DizzCo.

##### § 2: Delivery

a) The hardware sold by DizzCo to the other party shall be delivered to the other party in the place of DizzCo' warehouse. If this is agreed in writing, DizzCo shall deliver the hardware sold to the other party at a place in the Netherlands to be indicated by the other party.

b) DizzCo shall notify the other party in good time before delivery of the time at which it plans to deliver the hardware.

c) Delivery of the hardware is carried out at the agreed place of delivery in the Netherlands at the agreed tariffs.

d) DizzCo shall pack the hardware for delivery in accordance with the criteria that apply for it. If the other party demands a particular method of packaging, the additional costs associated with this shall be for its account.

e) The other party shall handle the packaging released at its premises from products supplied by DizzCo in a way that complies with the government regulations applicable for this. The other party indemnifies DizzCo for claims of third parties because of the non-compliance with such regulations.

### § 3: Installation

a) If agreed in writing, DizzCo shall install the hardware or have it installed.

b) In all cases the other party shall before delivery of the hardware make available a suitable installation place with all the necessary facilities, such as cabling and telecommunication facilities. DizzCo shall if required issue a proposal regarding the construction of these facilities to the other party.

c) The other party shall grant DizzCo access for the execution of the necessary work to the place of installation during the normal working hours of DizzCo.

### § 4: Returns

a) Without prior written consent on its part DizzCo is not obliged to accept returns from the other party.

b) Taking receipt of returns in no case implies acknowledgement by DizzCo of the reason given by the other party for the return. The risk for returned goods remains with the other party until they have been credited by DizzCo.

c) DizzCo reserves the right to make any credit arising from returns after deduction of 15% of the price of the products returned, with a minimum of € 50 (in words fifty euro).

### § 5: Delivery, installation and acceptance

DizzCo shall make the hardware available to the other party by delivery in accordance with this Article 16, § 2 or, if an installation to be carried out by DizzCo is agreed in writing, by installation of the hardware at the other party's.

The hardware shall be deemed to be accepted between parties on the date of delivery or, if an installation to be carried out by DizzCo is agreed in writing, on the date of installation.

## § 6: Guarantee

- a) Guarantee on hardware is granted by DizzCo in accordance with article 11 of these General conditions of supply and payment.
- b) Work and costs for repair outside the framework of this guarantee shall be charged by DizzCo in accordance with its normal tariffs.

## § 7: Supplier's hardware

If and insofar as DizzCo supplies third party hardware to the other party, provided this is notified by DizzCo in writing to the other party, as regards this hardware the conditions of these third parties are deemed to apply, with the setting aside of provisions in these conditions deviating therefrom. The other party accepts the above-mentioned third party conditions. These conditions are available for the other party to inspect in the offices of DizzCo and will be sent to the other party on first request.

If and insofar as the above-mentioned third party conditions are deemed not to apply or are declared inapplicable in the relationship between the other party and DizzCo for any reason, the provisions in these conditions shall apply.

## Article 17: APPLICABLE LAW AND DISPUTES

- a) Only Dutch law applies to all quotations of and agreements with DizzCo and their execution.
- b) All disputes, including those which may only be regarded as such by one party, arising from or in connection with the agreement to which these conditions apply or the relevant conditions themselves and their interpretation or execution, both of an actual and legal nature, shall be decided by the competent judge within whose jurisdiction the place of establishment of DizzCo is located.
- c) DizzCo is nonetheless entitled to have the dispute settled by arbitration, in which case DizzCo shall notify the other party of this in writing. The other party shall then have the opportunity for one month to declare it is in favor of settlement by the civil judge.
- d) If the dispute is settled by arbitration three arbitrators will administer justice in fairness as good men. Appointment of the arbitrators shall be carried out such that each of parties appoints one of them and the third is appointed by the two arbitrators already appointed together. The costs of the arbitrators and their fee shall be charged to parties as the arbitrators shall determine. Where not otherwise provided in the above, the provisions of Book IV of the Dutch Code of Civil Procedure shall apply.