

## Electronic contract



### **'ELECTRONIC COMMERCE' CONTRACT TRAVION B.V.**

1. By placing purchase orders using this web site of Travion B.V. (the "Travion B.V. Webshop"), the Customer accepts and undertakes to comply with the conditions set out here ("the Conditions"). As of acceptance of the Conditions Travion B.V. gives the Customer the right to place electronic orders. The Travion B.V. Webshop allows the Customer and the Customer's users who have permission to pass on electronic orders on behalf of the Customer ("Permitted Users") to consult the prices and product inventories of Travion B.V. and to place purchase orders electronically.
2. When placing an order the Customer may make use of one or a combination of account names, account numbers and other Log -in forms, such as passwords or other codes allocated to the Customer (hereafter these Log -in forms shall separately or jointly be referred to as "Customer Log -in").
3. It is the responsibility of the Customer to keep the Customer Log -in confidential. The Customer is only responsible for his Customer Log -in. The Customer shall immediately warn Travion B.V. in the event of loss of the password or in the event of abuse or attempted abuse of the Customer's password or of another Customer Log -in.
4. The Customer acknowledges that he is fully responsible for the use of the Customer Log -in and acknowledges that only he is responsible for establishing the safety measures and procedures to guarantee that the use of the Customer Log-in shall only be effected by the Permitted Users for permitted reasons. The Customer is fully liable for the use of the Customer Log -in by a former, existing or future agent, representative, employee or any other person who has been given a Customer Log -in. The Customer shall be liable for all changes regarding the Permitted Users who represent the Customer.
5. The Customer consequently agrees that Travion B.V. has the right to fully rely on the lawfulness and veracity of the orders which have been placed by means of the Customer Log -in and to effect delivery, invoice and receive payment for the goods in the manner set out on the order.
6. The Customer acknowledges that every purchase order placed via the Travion B.V. Webshop or via other electronic means, whereby the Customer Log -in is mentioned or used is a valid and binding purchase order and, to exclude all doubt, the equivalent of a signed purchase order.
7. The Customer acknowledges that Travion B.V. cannot guarantee the safety of the Internet, and that Travion B.V. can give no guarantees in respect of the possibility of the receipt and falsification of data transmitted from the Customer to Travion B.V. by the use of the correct Customer Log -in. Travion B.V. reserves the right to deem the data which has been transmitted as accurate in the form in which these data were received.
8. The Customer has the right to change, add or delete Permitted Users after sending a written notice by recorded delivery post to Travion B.V. Travion B.V. agrees to implement these changes, additions or deletions within 2 working days after receipt of such written notice.
9. Travion B.V. may alter these Conditions at any time. After giving notice of such change the Customer may terminate his access to the Travion B.V. Webshop subject to a notice period of 10 working days. If such notice is not given to Travion B.V., the Customer is deemed to have agreed to the changes. Any orders placed prior such change are excluded.
10. Travion B.V. and the Customer can terminate the contract by written notice at any time subject to a notice period of 10 working days. Travion B.V. has the right to terminate the contract and refuse access with immediate effect, if the Customer does not comply with the Conditions.

### **'ELECTRONIC COMMERCE' CONTRACT TRAVION B.V.**

11. Travion B.V. reserves the right to accept or refuse purchase orders placed via the Travion B.V. Webshop.
12. The General Conditions of Travion B.V. shall apply to all orders placed via the Travion B.V. Webshop, except in the event Travion B.V. and the Customer have made another contract relating to the purchase of products which are sold. The General Conditions are registered with the Chamber of Commerce under number 09120764.
13. The parties agree that Travion B.V. shall not be responsible for any additional damage, consequential damage or special damage, ensuing from or which is the result of electronic transmission of orders or other information, even if Travion B.V. is informed of the possibility of such damage.
15. The Customer hereby waives any future contesting of the validity and the enforceability of all orders placed via the Travion B.V. Webshop, on the basis of the fact that such are dispatched and approved electronically.
16. The Customer is responsible for all expenses and costs, including but not limited to costs for telephony and material for telecommunication, which are necessary to use the Travion B.V. Webshop.
17. The validity, interpretation and the presentation of these Conditions shall be checked against and complied with in accordance with the laws of the country in which Travion B.V. accepts the order. The Customer accepts the exclusive authority of the courts of such country, without prejudice to Travion B.V.'s right to at any time bring legal action against the Customer in any other jurisdiction or before any other court to recover the unpaid invoices of the Customer.