

**General Conditions of Travion Computer Products B.V.**,  
as registered with the Chamber of Commerce of Centraal Gelderland under no. 09120764.

### **Clause 1. Applicability**

Unless explicitly otherwise agreed, these Conditions apply to all offers, contracts of purchase and sale and deliveries of all goods and services which Travion Computer Products B.V., hereafter also called "the seller" trades and/or provides. The buyer accepts the applicability of these Conditions by the mere fact of his assignment. The seller does not accept any general or specific conditions used by the buyer and such conditions do not apply to the offers, contracts and deliveries governed by these Conditions unless and until after the seller has explicitly stated in writing that such conditions of the buyer apply to a specific transaction. Acceptance in this manner of the applicability of such conditions of the buyer shall not in any way entail that said conditions (will) also apply to other transactions between the buyer and the seller. If and insofar as an offer and/or contract between the buyer and the seller contains provisions deviating from the offers and/or contracts governed by these Conditions without the applicability of these Conditions being explicitly excluded, the other provisions of these Conditions shall remain in full effect.

### **Clause 2. Offers, prices, advice and orders**

All offers are without commitment. All prices are net cash, without discount and exclusive of any taxes owing at the time of the delivery. If an order is made without a price being explicitly agreed, the order shall be effected at the price applicable at the time the order is effected, regardless of any offer previously made or price previously charged. The seller is – if he is not bound by a given offer – entitled not to accept orders. In such case he is responsible to give the buyer notice thereof within five working days, to be counted as of the order date. Price lists which have been issued are indicative and are subject to reservation. Prices can deviate due to fluctuating market prices. Prices and delivery times issued for offers are greatly dependent on the situation at a given point in time. An offer is also issued on the basis of the price and delivery time as at the time of the offer. The seller is not responsible for any consequences of any offer which is made. No rights can be derived from any advice proposed and/or product choices made by the seller. Agreements relating to such advice are the responsibility of the buyer.

### **Clause 3. Delivery**

The seller shall have performed his delivery obligation by offering the goods to the buyer one time. The report of the person who took care of the transport constitutes the full proof of presentation for delivery if the buyer refuses to take receipt of the goods in which case the costs of the return delivery, storage and other necessary costs are at the buyer's expense. The presentation for delivery is deemed the same as delivery. If in the event of delivery upon demand no time period is agreed, a term of 1 month shall apply, starting on the day when the purchase contract was made. The maximum term shall at all times be 1 month. After the expiry of this term, or of the agreed term for delivery on demand, the seller has the right, without taking account of any credit term, to demand payment of the goods sold on demand.

### **Clause 4. Delayed delivery**

Delayed delivery does not give any right to compensation or dissolution of the contract. However, if it has been agreed in the contract that the delivery shall take place on a specific date and the buyer has informed the seller in writing that this term may not in any event be exceeded, the buyer is entitled after the expiry of the agreed term without delivery having taken place to dissolve the purchase contract without judicial recourse, without prejudice to the buyer's right to compensation except in the event of non-attributable shortcoming on the part of the seller. He is obliged to immediately give the seller written notice thereof. Agreed delivery dates are target dates, unless explicitly otherwise agreed.

#### **Clause 5. Non-attributable shortcoming**

Non-attributable shortcoming means: every circumstance which the seller could not take into account at the time the contract was made and as a result of which it would not be reasonable to demand normal performance of the contract by the seller such as: war or risk of war, regardless of whether the Netherlands was or was not directly involved in such, whole or partial mobilisation, state of siege, riot, sabotage, flood, fire or other destructions in factories or warehouses, work strikes and lock-outs. In the event of force majeure the seller has the right to dissolve the contract, without being bound to pay the compensation.

#### **Clause 6. Advance payment/security**

The seller is at all times entitled to demand advance payment or security from the buyer before effecting delivery or continuing with the delivery. If the buyer fails to furnish the advance payment or security any obligation to deliver to which the seller is subject shall lapse, without prejudice to the seller's right to compensation of all damage, costs and interest by the buyer.

#### **Clause 7. Retention of title**

All goods delivered shall remain the exclusive property of the seller until the time when all claims – from this or previous deliveries – of the seller on the buyer have been paid in full by the buyer. The seller can immediately retrieve the goods if the buyer has not performed his obligations or the seller has cause to assume that the buyer will not perform his obligations. The buyer shall be charged the costs connected with the retrieval. Upon retrieval the goods shall be credited on the basis of the value of the goods at the time of retrieval.

#### **Clause 8. Brands and packing**

The seller reserves the right to mark the goods with his own name and factory brand. Only packing which is returned within six months after the invoice date, delivery paid to the warehouse, which is in good condition and for which a charge was made, shall give entitlement to compensation of the sum charged. The buyer shall be given written notice of rejection of the packing within 30 days after receipt, after which this packing shall be held at his disposal for a week, after which the seller is free to dispose of the packing without any compensation obligation. The seller shall not take back packing for which there is no separate charge on the invoice.

#### **Clause 9. Transport**

Orders above EUR 680,00 exclusive of VAT shall be delivered delivery paid. Orders below this amount shall not be delivered delivery paid, i.e. a shipping or handling fee of EUR 15,00 exclusive of VAT shall be charged per order. The method of transport, shipment, packing and the like shall, if the seller has not given any other instruction and it accepts such, be determined by the seller in accordance with common business practice, without the seller having any liability therefore. The risk of the goods to be transferred by the seller to the buyer passes to the buyer at the time that the goods have left the business premises and/or warehouse of the seller where the goods were stored. The transport of the goods shall always be at the expense and risk of the buyer. If transport damage occurs, the buyer must explicitly give the carrier notice thereof upon delivery by means of notation on the waybills and/or other carriage documents.

#### **Clause 10. Complaints**

1. Complaints of any nature whatsoever shall not suspend the buyer's payment obligations. Complaints may only be lodged with the seller in writing within the time periods stipulated in this paragraph.
2. No complaint shall be taken into consideration if the buyer has proceeded to use the goods or has passed them on if the buyer could have determined the alleged defect in the goods by simple inspection.
3. Complaints regarding missing items, incorrect composition, weights, quantities or relating to packing and the price charged can only be made within 3 working days after delivery of the goods.
4. Complaints regarding the quality of the goods can only be lodged within 3 working days after the buyer has discovered or could have discovered the fault in the goods. If the packing sets out a shorter shelf life, the complaints must be lodged within such shorter term.
5. The seller's duty of compensation in respect of faulty goods, for documentation, processing advice and other advice, supervision and inspection, shall never exceed an amount of 1 times the invoice amount of the goods which have proven to be faulty. The seller is in no way liable for any consequential damage howsoever called and suffered under any heading whatsoever.
6. The buyer is subject to the burden of proving that the goods to which the complaint relates, are the same as those which have been supplied by the seller.

**Clause 11. Payments**

1. Subject to any provision to the contrary, the buyer is obliged to pay the invoices in cash without deduction of any discount. Set-off against any claim on the seller is excluded.
2. If the buyer does not pay the invoice amount owing in time, he shall owe the seller interest of 1.25% of the invoice amount for every month or part thereof by which the payment term has been exceeded.
3. Only those payments are valid which have been made in the manner stipulated by the seller.
4. Before being able to charge the buyer order costs, the seller is obliged to give the buyer a written demand for payment, whereby a payment term shall be taken into account which applies to the relevant buyer. If the buyer nevertheless continues to default on payment, the seller is entitled to claim the amount owing to him without further demand for payment being required. In the event of late payment the entire debt, including the part not yet due, shall be immediately due.
5. Outside of the amount owing the seller is entitled to demand all costs from the buyer which were caused by non-payment by the buyer, both the judicial and the extrajudicial order costs.
6. The buyer shall owe extrajudicial order costs in any case in which the seller has engaged the assistance of a third party for collection of the claim. Said costs shall be 15% of the amount claimed, being the invoice amount increased by the interest accrued in accordance with Paragraph 2 of this clause, with a minimum of EUR 50,00.
7. The seller is not bound to demonstrate his expenditure in extrajudicial order costs. If the seller petitions for the bankruptcy of the buyer, the latter shall owe the judicial and/or extrajudicial costs of the bankruptcy petition in addition to the amount owing.

**Clause 12. Disputes**

Unless the parties subject their disputes to arbitration, all disputes (including preliminary relief proceedings and leave to attach property) which might arise between the parties shall exclusively be brought before the District Court of Arnhem or at the seller's election before the District Court which normally has jurisdiction insofar as the dispute falls within the competence of a district court and the law has not declared another court to have jurisdiction by virtue of mandatory law. All disputes shall be adjudicated in accordance with Dutch law.