

User conditions website, webshop and e-procurement

1. Applicability

- a. These conditions apply to all offers by and agreements with Travion B.V. (id 09120764) and Travion IT Distribucion SL (id B39687512), hereafter also jointly called the **SELLER** or **TRAVION**, including contracts of sale and purchase and the delivery of goods and services, concluded on the placement of purchase orders via this website of TRAVION (the "**Webshop of Travion**"). The contracting party of TRAVION, hereafter also called "the Buyer", accepts the applicability of these conditions by the mere fact of placing an order.
- b. All offers and agreements as referred to in the previous paragraph are also governed by the General Conditions of TRAVION, insofar as not deviated therefrom below. The General Conditions of TRAVION are registered with the Chamber of Commerce under number 09120764.
- c. The English, German, French and Spanish versions of these General Conditions are provided for information purposes only. The Dutch original is the only official, legally binding version.

2. TRAVION grants the Buyer the right to place electronic orders from the time of acceptance of the User Conditions. The Webshop of TRAVION allows the Buyer and the Buyer's users who have permission to pass on electronic orders on behalf of the Buyer ("Authorised Users") to consult the prices and product inventories of TRAVION and to place purchase orders electronically.

When placing an order, the Buyer may use one or a combination of account names, account numbers and other log-in forms, such as passwords or other codes allocated to the Buyer (hereafter separately or jointly referred to as "Buyer Log-in").

3. It is the responsibility of the Buyer to keep the Buyer Log-in confidential. The Buyer shall immediately warn TRAVION in the event of loss of the password or in the event of misuse or attempted misuse of the Buyer's password or of another Buyer Log-in.

4. The Buyer accepts exclusive responsibility for the realisation of safety measures and procedures aimed at guaranteeing correct use of the Buyer Login exclusively by the Authorised Users. The Buyer accepts full liability for the use of the Buyer Log-in by a former, existing or future agent, representative, employee or any other person who has been given a Buyer Log-in. The Buyer will be liable for all changes regarding the Authorised Users who represent the Buyer.

5. Taking the provisions of the previous paragraph into account, the Buyer acknowledges that TRAVION has the right to rely fully on the lawfulness and veracity of the orders that have been placed by means of the Buyer Log-in and to proceed with the delivery and invoicing of the delivered goods.

6. The Buyer acknowledges that every purchase order placed via the Webshop of TRAVION or via other electronic means, whereby use is made of the Buyer Log-in, results in a valid and binding purchase order.

7. The Buyer acknowledges that TRAVION cannot guarantee the safety of the Internet, and that TRAVION can give no guarantees in respect of the possibility of the receipt and falsification of data transmitted from the Buyer to TRAVION through the use of the correct Buyer Log-in. TRAVION reserves the right to deem the transmitted data as accurate in the form in which these data were received.

8. The Buyer has the right to change, add or delete Authorised Users after sending a written notification by registered letter to TRAVION. TRAVION will implement these changes within 2 working days of receipt of such written notification.

9. TRAVION reserves the right to alter these User Conditions at any time. After giving notice of such change, the Buyer may terminate its access to the Webshop of TRAVION subject to a notice period of 10 working days. Failing notice, the Buyer is deemed to have agreed to the changes.

10. TRAVION can at any time, and without stating reasons, deny the Buyer the right to place electronic orders, on condition that a notice period of 10 working days after providing such a written notification is observed. TRAVION may take such a measure with immediate effect if the Buyer fails to comply with these User Conditions and/or the General Conditions.

11. TRAVION reserves the right to accept or refuse purchase orders placed via the Webshop of TRAVION.

12. By clicking certain links on the Webshop of TRAVION, the Buyer may gain access to certain third party sites for which TRAVION has no responsibility.

13. The Buyer is responsible for all expenses and costs, including but not limited to costs of telephony and telecommunication materials, which are necessary to use the Webshop of TRAVION.

14. Dutch law applies to all agreements between the parties. Applicability of the Vienna Sales Convention is explicitly excluded. All disputes between the parties shall exclusively be brought before the District Court of Arnhem, 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.