

General Terms & Conditions Travion

as registered with the Chamber of Commerce of 'Centraal Gelderland' (NL) under no. 09120764.

Article 1. Applicability

These conditions apply to all offers by and agreements with Travion B.V., hereafter also called the seller or Travion, including contracts of sale and purchase and the delivery of goods and services. The contracting party of Travion, hereafter also called the buyer, accepts the applicability of these conditions by the mere fact of placing an order. The seller explicitly rejects the applicability of general or specific conditions applied by the buyer. If and insofar as an offer and/or contract between the buyer and the seller contains provisions deviating from these conditions without the applicability of these Conditions being explicitly excluded, the other provisions of these conditions shall remain in full effect. 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.

Article 2. Offers, prices, advice and orders

All offers are without commitment. All prices are net cash in the currency stated in the offer, without discount and exclusive of any taxes owing at the time of delivery. If an order is placed without a price being explicitly agreed, the price at the time the order is effected will apply. The seller at all times reserves the right to refuse orders. The seller will inform the buyer accordingly within 3 working days, calculated from the order date. Issued price lists are indicative only, and subject to change. Prices and delivery times are based on conditions applicable at the time of issue. If these conditions change between the time of concluding the agreement and completion of performance, the seller reserves the right to charge on any ensuing costs to the buyer. No rights can be derived from any advice proposed and/or product choices made by the seller. The buyer accepts full liability for agreements or orders ensuing from such advice.

The buyer acknowledges that Travion is regarded by some manufacturers as a nonofficial distributor, as a result of which it may occur that the end user of the product cannot participate in (extra) discount and promotion schemes, etc., or other programs offered by manufacturers, who may impose the condition that the products have been acquired through sales channels that they have qualified as official. The buyer irrevocably waives any claims against Travion, under any heading whatsoever, in case the buyer is held liable by its customer or the end user of the products.

Article 3. Delivery

1. The seller at all times reserves the right to deliver an order in part shipments and to require payment for each shipment.
2. The seller shall have performed its delivery obligation by offering the goods to the buyer one time. The report of the carrier constitutes full proof of presentation for delivery.
3. If the buyer refuses to take receipt of the goods, the costs of the return delivery, storage and other necessary costs are at the buyer's expense. The seller will first be held to again offer the goods for delivery after all the costs referred to in the previous sentence, the purchase price and the costs of repeated delivery have been paid in full. The seller is entitled to suspend a (subsequent) delivery for as long as the buyer has failed to approve/accept prior deliveries or has failed to fulfil any obligation to Travion.
4. If no period is agreed in case of on-call delivery, a maximum term of 1 month shall apply, starting on the day when the purchase contract was concluded. After expiry of this term, or of the agreed call period, the seller has the right to demand immediate payment of the goods sold on call.

Article 4. Delayed delivery

1. Delivery dates are not regarded as firm dates, are indicative only and therefore not binding. The seller will make every effort to perform the instruction by the indicated delivery date. Any delay in delivery does not give grounds to demand payment of a penalty, compensation, annulment or dissolution of the agreement. Late delivery does not entitle the buyer to suspend any obligation under the agreement.
2. 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. Dissolution can under no circumstances give grounds to demand payment of a penalty or compensation. Agreed delivery dates are target dates, unless explicitly otherwise agreed.

Article 5. Payments

1. The buyer will pay the seller's invoices within the term stated on the invoice. The buyer will make payment without any suspension, discount or set off. Only those payments which have been made in the manner stipulated by the seller are valid.
2. If the buyer does not make timely payment of the invoice amount due, it will owe the seller interest of 1.25% of the unpaid invoice amount for every month or part thereof by which the payment term has been exceeded.
3. In case of the circumstances referred to in the previous article, the seller is moreover entitled to full or partial dissolution of the agreement and all other claims of the seller on the buyer, under any heading whatsoever, become immediately due. Moreover, the seller is entitled to demand the compensation of all costs, both judicial and extrajudicial, from the buyer that were caused by non-payment by the buyer. The extrajudicial costs are fixed at 15% of the amount due, being the invoice amount plus interest pursuant to Paragraph 2 of this article, with a minimum of EUR 500.
4. If the seller receives a court order in its favour in legal collection proceedings, the buyer will compensate the seller for any procedural costs incurred. This includes the costs of lawyers, legal counsel and legal duties, as well as the fee owed to arbitrators or binding consultants, also if these amounts exceed the amount of a court order for costs pursuant to Article 237 et seq of the Dutch Code of Civil Procedure.
5. The seller is at all times authorised to transfer its claims on the buyer or to pledge these to third parties.
6. 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.

Article 6. Force majeure

1. The seller accepts no liability for the compensation of costs, damages and interest, if it is unable to fulfil its obligations to the buyer due to force majeure.
2. Force majeure is defined as all facts and circumstances that lie outside the sphere of influence and/or risk of the seller and/or on grounds of which performance of the agreement cannot in all reasonableness be expected of the seller, including (but not limited to) transport impediments and (risk of) contamination, disruption of business operations, defects or damage to means of production, strikes or comparable industrial action, (whether or not attributable) shortcomings on the part of third parties engaged by the seller, government measures and the shortage of raw materials, stagnation in the supply of raw materials or semi-manufactured products, war or risk of war, regardless of whether the Netherlands is or is 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.
3. Without prejudice to any other rights, the seller is entitled in case of force majeure to dissolve the unperformed part of the agreement, without being liable for any compensation.
4. If the seller has partially fulfilled its obligations, it is entitled to a proportionate share of the agreed price on the basis of the work performed and costs incurred.

Article 7. 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.

Article 8. Retention of title

All products 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 products if the buyer has not performed its obligations or the seller has cause to assume that the buyer will not perform its obligations. The buyer shall be charged the costs connected with the retrieval. The products shall upon retrieval be credited on the basis of the value of the products at the time of retrieval.

Article 9. Brands and packing

1. The seller reserves the right to mark the products with its own name and factory brand. Only packing which is returned within six months of 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.
2. The buyer shall be given written notice of rejection of the packing within 30 days of receipt, after which this packing shall be held at its 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.

Article 10. RMA Conditions

Travion has a Customer Support department for buyers. This department is charged with the correct and efficient handling of all questions and complaints. Although the Customer Support Department plays an intermediary and if possible supporting role in resolving guarantee issues, Travion does not give any guarantee on delivered products.

Article 10.1 General guarantee provisions:

Travion does not give any guarantee on delivering products. Travion primarily sells 100% new and unused products, also called 'new retail'. These products are subject to a manufacturer's guarantee, whereby the manufacturer/trademark holder gives end users a guarantee on its products.

Article 10.1.1. Manufacturer's guarantee new retail products

The buyer can consult the conditions of the manufacturer's guarantee on the website of the relevant manufacturer, usually with reference to the article number and serial number.

Article 10.1.2. Manufacturer's guarantee on other products conditions (HP).

Alongside 'new' conditions, some manufacturers also feature other products conditions and apply different guarantee conditions for these products.

HP Renew

HP gives a full HP manufacturer's guarantee on products from the HP Renew Programme (official programme of HP), which is identical to that of new retail products.

Further information on HP Renew is available on the website of HP www.hp.com.

HP Spare

Some HP products are available from the HP Spare Programme.

The guarantee on these products is shorter than the regular guarantee, namely:

- The remaining period of the product in which the product is installed, or
- 90 days Parts Replacement Warranty.

Further information on HP Spare is available on the website of HP, www.hp.com.

Article 10.1.3 Limited guarantee on other product conditions

Some products are available in multiple conditions. While the focus of Travion is on new retail, requested products in other conditions are also delivered if desired or if no alternative is available. The guarantee (term) of these products deviates from that of new products:

Bulk

Bulk products concern new or as good as new products of which the original packaging is no longer intact. The product was subsequently repacked in bulk packaging.

Products with a Bulk condition have Carry-in guarantee. That means that in case of a defect, products can be returned within a term of 90 days, for the risk and account of the buyer.

Refurb

Refurb products are used but tested products. These products may originate from used configurations, demos or are the result of new configurations (new pulls).

Products with a Refurb condition have Carry-in guarantee. That means that in case of a defect, products can be returned within a term of 90 days, for the risk and account of the buyer.

Article 10.2 RMA reasons

The request of the buyer to return the products may have different reasons.

Article 10.2.1. Defect products (REP)

In case of defect products, the buyer must enclose a detailed complaint report, using a RMA form.

A description such as: 'is defect' / 'does not function' is not sufficient. Suppliers require that a so-called status page of the defect product is enclosed. The buyer acknowledges that the Customer Support will handle defect products in accordance with the conditions and guidelines of its suppliers and/or the manufacturer of the product (manufacturer's guarantee). Defect products that are returned in a manner that does not comply with these conditions and guidelines will not be accepted for handling and will be returned to the buyer. Furthermore, the buyer acknowledges that its claim to guarantee can be rejected on grounds of an above-average fallout percentage (meaning the ratio between the products purchased from Travion and the total number of defect products). Travion will not accept the return or handling of any products that have not been purchased from Travion.

Article 10.2.2 DOA (Dead On Arrival) (DOA)

The buyer must effect a DOA return shipment within 5 days of receipt of the relevant product, accompanied, if available, by the DOA form of the manufacturer, failing which all relevant claims will lapse.

Article 10.2.3 HP DOA specific: (HP DOA)

A DOA return shipment of HP products must always be accompanied by a valid HP DOA authorisation form. Please read the conditions on this form carefully and check that the particulars are correct. This prevents later misunderstandings. The buyer must effect an HP DOA return shipment within 5 days of the date of the DOA authorisation form, failing which all relevant claims will lapse. In that case, the product, including accompanying documentation, will be returned by Travion to the buyer. The DOA scheme does not automatically provide for the provision of a credit note.

Article 10.2.4. Incorrect delivery - does not correspond with order (FV/VL)

An incorrect delivery can entail:

- Shortfall: Less delivered than ordered and/or stated on the packing note.
- Surplus: More delivered than ordered and/or stated on the packing note.
- Incorrect delivery: Something else delivered than ordered.

The buyer must, in case of an incorrect delivery, report such to the seller within 2 working days, failing which all claims will lapse. That also applies if the packaging of the product has been opened or if the product has been used.

It is not possible to accept:

- reports for handling received by Travion after the period of two working days.
- the return of products of which the packaging has been opened or which have been used.
- returns without RMA number.

Article 10.2.5. Wrong order (VB)

If the buyer orders the wrong products, the buyer may consult with the seller whether it wishes to accept return of the goods. After this decision moment, the seller applies the staggered scale below.

<u>Report</u>	<u>Restocking costs</u>
< 5 working days	10%*
Between 5 and 10 working days	15%*
> 10 working days	Is no longer accepted for handling

* EUR 15 administration costs are always charged.

Products that have been specially purchased by Travion for the buyer (thus falling outside the standard product range), cannot be returned under the terms of the courtesy scheme stated in this article.

Article 10.2.6. Transport damage (TA)

In case of visible transport damage, the buyer must have a note/record thereof made on the proof of delivery, and must within 24 hours provide notification in writing or by email (Customer Support: rma@travion.nl) of the transport damage to Travion, failing which the delivery will be regarded as correct and undamaged.

Article 10.2.7. Hidden transport damage (TA)

If the transport damage is not visible and is only discovered after opening of the box /pallet, the buyer must within 2 working days of discovery provide notification in writing or by email (Customer Support: rma@travion.nl) of the damage to Travion, failing which the delivery will be regarded as correct and undamaged.

Article 10.2.8. Request of a RMA / RMA number

Request your RMA quickly and easily via our website: www.travion.nl/account/rma/form or call the Customer Support Department or your account manager.

Article 10.2.9. Shipping instructions

The return address must be stated clearly on the packaging documents.
Always return the product with outer packing.

Returns are only accepted if:

- the product and the packaging are in undamaged condition and the product sticker is not covered.
- the packaging has not been opened and/or covered with printed tape.
- the product and the packaging have not been marked with (felt tip) pen.
- the product is complete.
- the product is in the original packaging.
- We reserve the right to deliver a replacement or repaired product instead.
- A copy of the RMA form + RMA number must always be returned together with the product.

The sender is fully responsible for the returned products.

The sender must also pay the costs of return delivery.

We advise you to have the shipment sent by registered service, including insurance.

Article 11. Use of website and webshop

Supplementary to the provisions of these General Conditions, the conclusion of agreements via the website and webshop of Travion B.V. are governed by the “*User Conditions website and webshop Travion B.V.*”, which are available on www.travion.nl or can be requested from your account manager by email or telephone.

Article 12. Transport

Orders above EUR 680 exclusive of VAT shall be delivered free of charge. Orders below this amount shall not be delivered free of charge, i.e. a shipping or handling fee of EUR 15 exclusive of VAT shall be charged per order. In case of orders/shipments outside the Netherlands, the additional costs will be determined by the parties in consultation before shipment of the order. The transport of the products shall always be at the expense and risk of the seller.

Article 13. Complaints

1. The buyer will inspect the products delivered by Travion immediately after receipt. Complaints regarding visible defects in the products (including, but not limited to complaints regarding numbers, size, weight, packaging, packing, quality and calculated price) must be submitted by the buyer within 2 working days of receipt, failing which all related rights of the buyer will lapse and Travion will be regarded as having fulfilled its obligations.
2. Complaints regarding hidden defects in the products must also be submitted within two working days of the date of which the buyer/client learns of the defect, or should have learnt of the defect.
3. 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.
4. The rights to complaint will lapse if the buyer has proceeded with the processing or resale of the product.
5. The buyer is subject to the burden of proving that the products to which the complaint relates, are the same as those which have been supplied by the seller.

Article 14. Liability

1. Any liability on the part of the seller is limited to the amount that is paid out under the company's insurance schemes, increased by the excess payable by the seller under the terms of the policy. If, for any reason whatsoever, no insurance payments take place, any liability on the part of the seller is limited to the amount invoiced to the buyer in the twelve months prior to the incident that gave rise to liability, subject to a maximum of € 100,000 (in words: one hundred thousand euro).
The seller accepts no liability for any losses in the form of loss of turnover or income, reduced goodwill or any other indirect or consequential damage.
2. The limitation of liability referred to in the previous paragraph does not apply in case of intent or gross negligence on the part of the seller.
3. The buyer indemnifies the seller, its employees and its engaged third parties for all third-party claims ensuing from or related to the resale of products. The buyer will take out and maintain adequate insurance in this respect.
4. Any claim by the buyer against the seller, except if acknowledged by the seller, will lapse twelve months after it has arisen.

Article 15. Applicable law and disputes

1. Dutch law applies to all agreements between the parties. Applicability of the Vienna Sales Convention is explicitly excluded.
2. 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.