

## GENERAL TERMS & CONDITIONS TTNL

### ARTICLE 1 - APPLICABILITY

- 1.1 These general terms & conditions are applicable to all Agreements TTNL enters into with her Clients in the framework of normal business processes with regards to the supply of services and equipment and replace and/or exclude any deviating conditions that have been declared applicable from the side of the Client when issuing an assignment. The same goes for any deviating conditions from correspondence with TTNL, or which could be thought to be silently applicable due to the existence of some commercial practice or other such practice.
- 1.2 These General Terms & Conditions are always fully applicable. Deviations need to be agreed upon in writing.
- 1.3 No Agreement will be entered into through a commitment by an employee or other representative of TTNL, unless approved in writing by an official who is statutorily authorised to represent TTNL.

### ARTICLE 2 – DEFINITIONS

- 2.1 The following words or combinations of words have the following meaning in these General Terms & Conditions:

"Delivery Address" is the address in the Netherlands, provided by the Client in writing, where the Equipment will need to be delivered and where the Services are to be provided, for so far this regards services that need to be provided on location or at the address known by TTNL respectively, if such a provision is absent.

"Equipment" regards all hardware supplied by TTNL as well as all activities involved in the provision of Services, and entails all corresponding software and CSU equipment, unless the following expressly states that this only entails the computer equipment supplied by TTNL.

"Consultancy Services" are those services provided by TTNL under these General Terms & Conditions, apart from or in addition to an existing assignment, on which agreements have been made with the Client based on an individual proposal from TTNL for the provision of such services.

"Customer Set-Up" (abbr.: CSU) is Equipment that needs to be installed by the Client;

"Services" are the services provided by TTNL regarding the installation of Equipment and training of the Client's personnel and are understood to also apply to Consultancy Services in the subsequent text, unless context specifies that only those services related to installation and training are intended.

"Manufacturer" is the original manufacturer of the Equipment and/or the persons appointed by the manufacturer to sell, lease or distribute new equipment of the same brand and type as the Equipment, in the country of the place of delivery and/or persons authorised by such persons to maintain such equipment.

"Non-Customer Set-Up (abbr.: NonCSU) is the Equipment that must be installed by or in name of the Manufacturer and that will be supplied including the costs of such an installation, after written and express agreement with the Client.

"Agreement" regards an Agreement entered with the Client concerning the supply of Equipment or Services, to which these Terms & Conditions apply.

"Price" is the price agreed upon with the Client for the sale of Equipment and the provision of corresponding Services; concerning the Consultancy Services, that is the price that TTNL agreed upon with the Client after an Offer from TTNL for such services; for CSU equipment, that is always the price excluding installation costs.

"Software" always concerns the standard software indicated in an Agreement, and never custom work; in case the software entails custom work, separate agreements will have been made;

"Terms & Conditions": The General Terms & Conditions applicable to an Agreement

### ARTICLE 3 – DELIVERY AND INSTALLATION; PARTIAL DELIVERIES/SUBTASKS; RIGHT TO SUSPENSION / DISSOLVING; INVOICING MOMENT

- 3.1 The delivery date indicated in the Agreement is not binding for TTNL and exceeding the delivery date will never give a Client the right to any compensation.

- 3.2 TTNL will, in case the installation has been agreed upon expressly and in writing, take care of the installation of the Equipment at the place of delivery, if:
- TTNL will be supplied with all necessary facilities, whereby costs will be borne by the Client;
  - The Client makes the place of delivery ready (including any necessary lifting and scaffolding provisions), at the expense of the Client and in a timely fashion, so that no delay or impossibility to deliver will arise, so TTNL may start the supply.
- 3.3 Undiminished that which has been agreed upon hereafter concerning the transfer of risk, the Equipment will be fully completed and the Price will be fully payable, for as far not paid earlier, when:
- In case it concerns CSU Equipment: the moment the Equipment has arrived at the Delivery Address in proper working order. It is the responsibility of the Client to arrange installation at his own expense. The Equipment will be thought to have been installed seven days after the physical delivery date.
- In case it concerns NonCSU Equipment: the moment the Equipment has arrived at the Delivery Address in proper working order and has been installed by or in name of the Manufacturer. The Client needs to contact the Manufacturer or one of their representatives himself, and request they perform the installation, unless there is a clear written agreement with the Client that TTNL will perform the installation. Except in that last case (installation by TTNL) the Equipment will be thought to have been installed after seven days from the delivery date.
- 3.4 In case the supply of Equipment and/or Services consists of partial deliveries or subtasks, each partial delivery / subtask will be indicated as an individual delivery and inspected for shortcomings by the Client separately, within seven business days after reception of the corresponding Equipment or Service. Unless the Client has informed TTNL of one or more shortcomings in writing and within the indicated timeframe, the corresponding Equipment or Service will be thought to have no - easily ascertainable with simple inspection - shortcoming / have been provided without any, simply ascertainable shortcoming.
- 3.5 TTNL always has the right to send an invoice with regards to a partial delivery or subtask, and in any case per €10,000 in supplied Equipment and/or Services.
- 3.6 After approval as previously meant in article 3.4 or to facilitate a partial commissioning - in accordance with that determined in art. 6 - the Client will no longer be able to make a claim for dissolving the part of the Agreement under which the corresponding Equipment or Service has been provided, nor will be able to claim any right of suspension, including in case of shortcomings concerning Equipment or Services provided at a later point in time. Any later deliveries that would be cause for the Client to demand completely dissolving an Agreement, will leave previously approved partial deliveries / partial commissioning intact.
- 3.7 For the supply of Consultancy Services, the Client will need to have made an individual Agreement with TTNL based on a prior offer by TTNL. Without separate assignment and Agreement, such Services will not be provided.

#### ARTICLE 4 – TRANSPORT AND RISK

- 4.1 TTNL chooses the transporter and the means of transport. The transport costs will be paid by TTNL.
- 4.2 Regardless of the state of the Equipment at delivery, and regardless of the activities that will be performed by TTNL with regards to the delivered Equipment, all Equipment will be at the risk of the Client the moment they arrive at the Delivery Address and will then no longer be insured through TTNL.

#### ARTICLE 5 - PRICE AND PAYMENT

- 5.1 Unless otherwise agreed, the Price will be increased with VAT.
- 5.2 Payment of invoices will, unless otherwise agreed upon in writing, happen fully and without deduction or settlement, through telephone transfer to TTNL, no later than the first business day after the day of delivery, unless TTNL has claimed payment before she will commence delivery and/or installation of the Equipment. The Client is also allowed to pay on the first business day after the day of installation, in case it concerns Equipment for which it has been agreed that installation will be performed by TTNL and that this installation will take place within a period of seven days. In case the installation is performed by a third party, such as the Manufacturer, this does not apply, and payment will still be owed on the first business day after the day of delivery.
- 5.3 In case of the slightest doubt that the Client will pay on time, TTNL can always claim prior payment of the amount owed. Any postponement of payment given to the Client by TTNL can be changed or revoked by TTNL at any time.

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- 5.4 Interest will be owed over late payments at an interest rate of seven percent (7%) per year on top of the interest meant in article 120 section 2 Dutch Civil Code, which has been set by the European Central Bank for the basic refinancing transaction in the aforementioned legal article. This interest runs from the moment of the due date of the payment until the moment TTNL has received complete payment. In case Equipment has been sold on CIF or FOB basis, possibly in deviation of that determined in art. 4, based on another, internationally customary commercial practice, the conditions in the Incoterms (1990) will apply, including those modifications that have been made from time to time, undiminished that set out in these Terms & Conditions.
- 5.5 All judicial and extrajudicial costs, including the complete costs for legal assistance concerning the collection of the amount the Client owes TTNL, will be paid by the Client. The extrajudicial costs consist of at least 15% of the owed main sum and interest.

#### ARTICLE 6 – INSPECTION; COMMISSIONING

- 6.1 In case of delivery of Equipment, the Client is obligated to inspect the Equipment for any shortcomings the first moment he can be reasonably expected to do so. This inspection takes place no later than 7 days after the Equipment is understood to have been delivered in accordance with article 3.3 or, in case it does not concern a shortcoming that could have been easily discovered during a simple inspection, within seven days after such a shortcoming could have been discovered or was discovered.
- 6.2 In case there is a supply of Services in combination with the delivery of Equipment – such that there is a supply of a computer system with software – TTNL will have the right to propose to the client that it will be commissioned – consisting of a demonstration by TTNL to show the system functions as it should, followed by a joint inspection and written registration of any shortcomings – thereby also indicating when such a commissioning / one or more partial commissioning's will take place. After such a notification, the Client is obligated to provide his cooperation in the planned commissioning / partial commissioning's.

#### ARTICLE 7 - ACCEPTANCE BY CLIENT

- 7.1 The Client can no longer make a claim to a shortage in the performance of TTNL, in case he has not protested at TTNL in writing with an indication of the corresponding shortage on the first business day following the day that the indicated inspection period of 7 days has passed.
- 7.2 In case such a protest is not made, the corresponding Equipment and/or the corresponding Services will be thought to have been delivered/commissioned appropriately, and to have been accepted by the Client.

#### ARTICLE 8 - RETENTION / TRANSFER OF TITLE; EXERCISING PROPERTY RIGHTS

- 8.1 Ownership will transfer the moment that all Equipment that is part of one and the same Agreement has been paid in full by the Client, provided that there are no other due payments for Equipment or Services supplied by TTNL following another Agreement entered into with the Client at that time, and/or following from claims made by TTNL stemming from the non-compliance with purchase commitments concerning such Agreements, including any claim regarding the cancellation costs connected with this. In those cases, the transfer of title will be postponed until payment in full has been received for that Equipment or those Services and/or for those claims.
- 8.2 In case a Client falls short in the completion of their payment obligations towards TTNL, or TTNL has solid reason to fear that a Client will fall short in said payments, TTNL maintains the right to take back the supplied Equipment under retention of title and is thereby irrevocably authorised by the Client to enter their place of business. This right leaves undiminished any other rights TTNL has in that case based on the Agreements and/or that determined by law. A Client is obligated to provide all necessary cooperation in case of repossession, on pain of a fine of ten percent per day, to be calculated over the sum of every expired or non-expired invoice, to which the Client has been formally ordered to pay by or in name of TTNL.

#### ARTICLE 9 - GUARANTEE SCHEME

- 9.1 All Services will be provided with the utmost care. TTNL has no result-oriented obligation with regards to the performance of Services. TTNL does not guarantee expectations surrounding characteristics of Equipment that not have been expressly guaranteed in writing by TTNL to the Client.
- 9.2 Any guarantees from TTNL regarding the characteristics of the Equipment are only applicable to that equipment and not on the characteristics of any system this Equipment is part of, nor on the communication with other systems, unless the characteristics of this system or the corresponding communication have been expressly guaranteed by TTNL in writing.

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- 9.3 For a period of two months, any defects that TTNL has been informed of in writing within the period indicated in article 6.1, will be investigated by TTNL at no extra cost within 10 business days, and if possible repaired, or so much sooner as necessary for the severity of the defect. The repair will be performed for free.
- 9.4 TTNL will charge their regular fees and costs for repairs in case of misuse or inexpert use by a Client, or if there is a case of other causes that cannot be ascribed to TTNL, or if the defects could have been discovered during commissioning. Recovery of corrupted or lost data is not covered by this guarantee.
- 9.5 The guarantee obligation is void in case the Client has replaced components or otherwise modified the Equipment / had the Equipment modified without written consent from TTNL. Repair of defects will take place in a place and manner determined by TTNL and may, at the exclusive discretion of TTNL, entail replacing the equipment. If TTNL has not been given the opportunity to repair a defect, other claims based on this guarantee or based on other matters are impossible, undiminished the limitations applicable to such claims, which stem from an Agreement or these Terms & Conditions. After the end of the guarantee period as meant in article 9.3, TTNL will not be obligated to repair any defects, unless the parties have entered into a maintenance agreement that encompasses such repairs.

#### ARTICLE 10 - LIABILITY FOR DAMAGE

- 10.1 In case there were shortcomings regarding the delivery or the time of delivery, Equipment and/or Services have not been supplied or not supplied correctly, or have been damaged, or the supplied Equipment and/or Services are in any way not in accordance with the agreement, TTNL will only be liable for damages following if these shortcomings violate an obligation that TTNL has expressly committed herself to for the Client in writing, or if such an obligation stems from that determined in these Terms & Conditions. It is impossible for other obligations to arise, unless they stem from mandatory legislative provisions.
- 10.2 If, partially based on that determined in the previous articles, TTNL has violated an obligation, liability for any shortcoming that this violation consists of is impossible, if the liability of TTNL is only based on the fact that these could be ascribed to TTNL only because of commercial expectations and/or in case it cannot be determined that this shortcoming can be blamed on TTNL. TTNL is only liable in case of fault in the sense of art. 6: 75 Dutch Civil Code, undiminished the limitation of liability which, in case of fault, also stems from the agreement with the Client / stems from these Terms & Conditions.
- 10.3 If there is any liability, partially based on that determined in the previous two articles, the Client only has the right to compensation based on these Terms & Conditions. Every other claim to compensation is impossible, as is the right to claim that subsequent delivery, repair or replacement will take place, unless expressly committed to in these Terms & Conditions.
- 10.4 If there is any case of liability, partially based on that determined in the previous articles, this liability will be limited to payment of compensation of no more than the purchase price / the part of the Price received by her. TTNL will never be liable for any trading loss and/or other indirect loss suffered by the Client, as a consequence / related to any shortcoming in the Equipment or Services supplied by TTNL.
- 10.5 No compensation will be owed in case a Client has dissolved an Agreement with TTNL due to intended non-delivery or shortcoming, undiminished the right TTNL has to resist this dissolving based on that which has been agreed upon between the parties. In case of an effected dissolving that has not been contradicted by TTNL, the Client only has a right to undoing the mutual performances taking into account that determined in art. 6:271 Dutch Civil Code.
- 10.6 Any other damages claim is impossible. Compensation may only be claimed after a Client has fully completed their payment obligations to TTNL, including invoices regarding the damaged Equipment.
- 10.7 The liability limitations set out in art. 10.1 through 10.6 will be void if and for as far as the damage is a consequence of an intentional act or gross negligence on the part of a manager at TTNL, or a managing subordinate. In these exceptional cases, full compensation will be owed.
- 10.8 Furthermore, TTNL will not be liable to the Client for damages stemming from:
- a) defects to the Equipment as a consequence of any action, neglect or mistake by the Client or a third party
  - b) defects to the Equipment that arise or become apparent after the moment of acceptance for maintenance of the Equipment by the Manufacturer.
  - c) defects to the Equipment which can be repaired by the Manufacturer under a maintenance contract or guarantee scheme by the Manufacturer.

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- 10.9 Client will indemnify TTNL from any claim from third parties concerning damages suffered by these third parties as a direct or indirect consequence of the execution of activities on the Equipment or the performance of Services which have been performed by direction or specifications and at the request of the Client.
- 10.10 TTNL is not responsible to the Client in case any third-party claims that the Equipment breaches their rights / there is a genuine breach. In case the Equipment is governed by a patent or any registered design right or other intellectual property rights, TTNL is exclusively obligated to transfer the rights to the Client that TTNL itself has regarding the corresponding Equipment.

#### ARTICLE 11 - SOFTWARE LICENSES

- 11.1 The Client acknowledges that the complete copyright and other rights regarding the Software remain the property of the license provider or the suppliers of the Software and that the Client nor any third party to whom the Client transfers the Equipment is the owner of any rights regarding the Software, except for as far these rights have been expressly supplied by the license provider or supplier of the Software and for as far as those rights have been expressly awarded by law.
- 11.2 The Client is not allowed, for as far as that permission is not a part of the aforementioned, expressly provided license or according to that determined by law, to:
- a) multiply the Software or partially or completely modify the Software
  - b) sell, rent out, lease or otherwise transfer the ownership or control of the Software to another party.

The Client agrees to all conditions applicable to Software licenses, which are provided to the Client in the framework of this agreement.

#### ARTICLE 12 – TELECOMMUNICATION

- 12.1 In case the Client intends to connect the Equipment to a public telecommunication system or other telecommunication system (hereafter indicated by the "System"), the Client will be responsible for:
- a) obtaining any required permission from the operator of the System (hereafter indicated by the "Operator") to connect the Equipment to the System;
  - b) performing all payments charged by the Operator for the connection;
  - c) fulfilling all requirements set out by the Operator in a technical sense or other areas as a condition for connection of the Equipment to the System.
- 12.2 TTNL in no way guarantees that the permissions meant in article 12.1 will be provided and/or not be revoked.
- 12.3 TTNL is not responsible for any damages or losses suffered as a consequence of any act or omission on the part of the Operator, or any breach by the Client of those obligations stemming from article 12.1.

#### ARTICLE 13 - SUSPENSION AND TERMINATION OF THE OBLIGATIONS OF TTNL

- 13.1 This provision is applicable in case one or more of the following events take place, undiminished the possibility that an unnamed event causes the same rights as those following to be awarded:
- The Client completely ceases, or ceases a major part of, the profession or business for which the Equipment was purchased or for which the Services are provided or is at risk of ceasing the corresponding professional or business activities.
  - The Client loses the free disposal over his assets, or part thereof; If the Client is not a natural person, in case they lose their legal personality, are dissolved or effectively liquidated;
- 13.2 The Client is declared to be in a state of bankruptcy or if they have requested suspension of payment;
- The Client proposes an agreement to his creditors outside bankruptcy or in case the goods of the Client are seized;
  - In case the Client is a natural person, if the Client passes away.
- 13.3 In case this provision applies, TTNL has the right to immediately suspend their delivery obligations and to inform the Client that the Agreement will be dissolved immediately, without this providing the Client with any right to compensation for any damages or any other claim, undiminished the rights that TTNL has based on the applicable event based on that which has been agreed upon between the parties, or based on applicable legislature. In case the Equipment has been delivered but not paid, the owed amount will immediately become payable, regardless of the agreements the parties made regarding payments.

#### ARTICLE 14 – FINAL PROVISIONS

14.1 An Agreement will be thought to contain all made agreements. All previous quotations, agreements and commitments are hereby void. Changes in an Agreement are only valid if they are in writing and signed by those persons authorised to sign the Agreement entered into, or their successors.

Neither of the parties is allowed to issue a direct or indirect offer to anyone employed by the other party in a management or technical function, who is or was involved in that function in the formation of an Agreement, during the duration of an Agreement or during the 12 months following the end of an Agreement without the prior written consent from the other party, undiminished the right of each party to place advertisements

or otherwise be generally involved in the recruitment of personnel, and to be allowed in that framework to issue an offer to anyone who responds to such a campaign.

In case a provision in an Agreement would turn out to be invalid, that what has been agreed upon will remain applicable unchanged for as far as possible, be it that the parties have an obligation to, with regards to an invalid provision, if necessary negotiate regarding a conversion thereof to a provision that is permitted by law, undiminished the applicability of that determined in article 3:42 Dutch Civil Code concerning the consequences of an invalid legal act and conversion.

#### ARTICLE 15 - APPLICABLE LAW / COMPETENT COURT

15.1 Dutch law applies to an Agreement.

15.2 In case a dispute arises regarding an Agreement or these Terms & Conditions, the only competent court to settle these disputes will be the court in Arnhem.